## GOVERNMENT OF INDIA

#### MINISTRY OF EXTERNAL AFFAIRS



# REQUEST FOR PROPOSAL (RFP) DOCUMENT FOR AVAILING

PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES

FOR

CONSTRUCTION OF NEW CHANCERY BUILDING AND 8 RESIDENCES at 25, Piers Road, Borrowdale, Harare

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# PROJECT MANAGEMNT CONSULTANCY (PMC) SERVICES FOR

CONSTRUCTION OF NEW CHANCERY BUILDING AND 8 RESIDENCES at 25, Piers Road, Borrowdale, Harare

The objective of this RFP is to select an appropriately qualified and adequately experienced reputed organisation or consortium of not more than two entities, to provide Project Management Consultant (PMC) services to the *Embassy of India* in *Harare, Zimbabwe* for *CONSTRUCTION OF NEW CHANCERY BUILDING AND 8 RESIDENCES at 25, Piers Road, Borrowdale, Harare* 

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# REQUEST FOR PROPOSAL (RFP) FOR AVAILING

# PROJECT MANAGEMNT CONSULTANCY (PMC) SERVICES FOR

# CONSTRUCTION OF NEW CHANCERY BUILDING AND 8 RESIDENCES at 25, Piers Road, Borrowdale, Harare

• The President of India acting through Mr. R. Masakui, Ambassador of India in Harare, Zimbabwe requests proposals in sealed envelopes for selection of Project Management Consultant (PMC) for Construction of New Chancery Building and 8 Residences, at 25, Piers Road, Borrowdale, Harare. The estimated cost of project is US\$ 20,352,220.00 (US\$ Twenty Million Three Hundred Fifty Two Thousands Two Hundred and Twenty only). The proposal duly completed in prescribed format as per RFP document along with earnest money deposit of US\$ 10,176.11 (US\$ Ten Thousands One Hundred Seventy Six and Cents Eleven only) for the project must reach office of Ms. Sushma Pawar, Attache (Project & Property), Embassy of India, 12, Natal Road, Belgravia, Harare, email: attache.project@embindia.org.zw; Tel. No. +263-242795435 on or before 1500 Hrs. on 20.12.2019. The detailed RFP document along with its annexures from Central Procurement downloaded https://eprocure.gov.in/cppp/ and also the official website of the Embassy of India, Harare, Zimbabwe at https:// eoi.gov.in/harare.

### **SECTION-2**

#### INTRODUCTION

#### 2.1 Project Details:

Construction of New Chancery Building and 8 Residences, at 25, Piers Road, Borrowdale, Harare, Zimbabwe.

- (i) The site for the construction of the new Chancery Building and Eight residential apartments is located at No 25 Piers Road (Rem of Stand 7 of Lot 5 of Borrowdale Estate), Borrowdale, Harare.
- (ii) The stand is 7.2278 hectares in area with a portion of it already occupied by the Ambassador's residence and associated out buildings. These are separately accessed (vehicular and pedestrian) from Piers Road.
- (iii) The stand is traversed by an annual water course, part of which will be canalised. The new Chancery Building (see Scope of Works) will be located on the southern side of the sites where the soils have expansive qualities and the civils, structural and constructional designs take these into account. The Officers/Staff 8 Nos. (Single storey apartments) will be located on the northern side of the site where the soils are relatively good.
- 2.2 Mr. R. Masakui, Ambassador of India in Harare, Zimbabwe, hereafter referred to as 'Employer', wishes to select a Project Management Consultant (PMC) for the above project.
- 2.3 The Consultant responsible for comprehensive Architectural Design, hereafter referred to as 'Architect', has already been appointed by the Employer. The Architectural Design and cost estimate for the above works have been finalized by the competent Authority.
- As a part of the process of selection of Project Management Consultant (PMC), hereafter referred to as `PMC', proposals are hereby invited from reputed organizations or consortium of not more than two entities, having proven professional capabilities in project management of large projects, who are eligible as per the primary eligibility criteria mentioned hereafter. Such organization or consortium is hereinafter referred to as `Applicant'.
- **2.5** Primary eligibility criteria:
  - (a) Should be registered in Harare, Zimbabwe to provide Project Management Consultancy services.

- (b) Should have an experience of 7 years in PMC services.
- (c) Should have rendered Project Management Consultancy services for at least one project of cost equivalent of US\$ 16,281,776.00 (US\$ Sixteen Millions Two Hundred Eighty One Thousand, Seven Hundred and Seventy Six only) OR two project of cost equivalent of US\$ 10,176,110.00 (US\$ Ten Millions One Hundred Seventy Six Thousand, One Hundred and Ten only) OR three projects of cost equivalent of US\$ 8,140,888.00 (US\$ Eight Millions One Hundred Forty Thousand, Eight Hundred and Eighty Eight only) including civil, electrical, HVAC, mechanical, plumbing, erection & commissioning of centralized AC plant, large sub-stations, captive power generation, interior works for Govt./Semi-Govt./reputed Corporate Clients
- (d) Should not have any legal dispute with Embassy of India, Harare, Zimbabwe
- (e) Should have average annual financial turnover of US\$ 1,017,611.00 (US\$ One Million Seventeen Thousand, Six Hundred and Eleven only) in providing PMC services in last five years and has not incurred loss in more than two years including last year in immediate five completed financial years.
- 2.6 This Request for Proposal, hereafter referred to as `RFP', is addressed to only those applicants who may be eligible as per the primary eligibility criteria contained in this document. The purpose of this RFP document is to provide information to the eligible applicants for preparation of their proposals for the selection process.
- 2.7 Applicants are expected to make their own assessment and satisfy themselves fully with all aspects of the site conditions, project needs, local environment, functional and statutory requirements for construction of such buildings and accordingly make proposals.
- 2.8 Applicants are required to submit their proposals strictly according to the terms and conditions and in the form and manner specified.
- 2.9 Applicants are required to submit the Earnest Money Deposit (EMD) of US\$ US\$ 10,176.11 (US\$ Ten Thousand One Hundred Seventy Six and Cents Eleven Only) in the form of Bank Guarantee with a validity of minimum (six) months, in favour of Embassy of India, Harare, Zimbabwe along with the proposal.
- 2.10 EMD in respect of all unsuccessful applicants shall be returned without any interest, after the successful signing of agreement for PMC. In case of the selected PMC, the EMD shall be adjusted as part of the performance guarantee to be submitted by them as per clause 5.5 of the RFP.

- 2.11 Employer reserves the right to terminate the selection process or postpone the same at any stage without assigning any reasons thereof.
- 2.12 The proposal must remain valid for a period of 120 days from the date of opening of the financial bid.
- 2.13 Any description/elaboration of item of work not included in the 'Scope of Work' shall not be a valid ground for claiming additional fee or remuneration.

## SECTION - 3

#### SCOPE OF WORK

#### 3.1 General Services

- 3.1.1 The scope of services of PMC shall include all project management tasks that need to be performed for construction of buildings and their commissioning. It shall include but not be limited to the services as listed here under Section 3 including all its sub paras.
- 3.1.2 Certain development works at site may be envisaged to be executed through the works department of the country where the work is being executed. For those works that are assigned to works department, PMC shall not need to manage, inspect and ensure execution.
- 3.1.3 It shall however still be required to ensure routine coordination with each such agency to conduct overall site security & access related functions, maintain domain and work zone clearly on site.
- 3.1.4 The PMC, acting as project manager for and on behalf of *Embassy of India*, *Harare, Zimbabwe*, will monitor, coordinate, manage, evaluate and administer all project processes including activities of various participants in the project in accordance with approved project requirements, Specifications, Schedules, Budgets, Quality and Health, Safety & Environment (HSE) parameters. PMC shall ensure that all necessary documentation is collected, checked, communication filed and submitted to *Embassy of India, Harare, Zimbabwe* for record.
- 3.1.5 PMC shall act as Engineer-in-Charge of all project works and supervise all works, check and certify all measurements and bills of the Contractor and also recommend for their payment. PMC shall keep Embassy of India, Harare,

Zimbabwe informed though a well-designed Management Information System (MIS) on the physical and financial progress of the Project at regular intervals or as directed by *Embassy of India, Harare, Zimbabwe*. PMC shall use appropriate software for PMC functions.

- 3.1.6 PMC shall ensure that all project activities are in accordance with the latest building codes and other relevant statutes in that station.
- 3.1.7 To ensure implementation of all project processes, PMC shall liaise with and provide all requisite information, support and assistance to Embassy of India, Harare, Zimbabwe, all appointed consultants including their subconsultants and all other individuals, agencies and organizations as may be deemed fit by Embassy of India, Harare, Zimbabwe during the entire period of contract.
- 3.1.8 PMC shall be duty-bound to act on the directions of Embassy of India, Harare, Zimbabwe in all project matters and shall perform, or cause to be performed all the identified initiatives and milestones strictly in accordance with such directions. Also, Embassy of India, Harare, Zimbabwe will in no manner, whatsoever be, bound to act on the advice of PMC in any matter related to the Project.
- 3.1.9 Embassy of India, Harare, Zimbabwe will provide about 50 Sq.M of office space to PMC, free of cost, for establishing a purely temporary project office to be used only for works related to Construction of New Chancery Building and 8 Residences, at 25, Piers Road, Borrowdale, Harare, Zimbabwe, during the entire period of contract or up to any date as decided by Embassy of India, Harare, Zimbabwe.
- 3.1.10 Within two months of issue of Letter of Intent by Embassy of India, Harare, Zimbabwe, PMC shall open a fully functional, IT-enabled and well equipped office with a team of fulltime personal at the project site. A staff appointed and or stationed at the said office shall need to be to the acceptance of and with the approval of Embassy of India, Harare, Zimbabwe.
- 3.1.11 PMC shall depute to the project office, for the entire period of contract, the following competent, qualified and experienced technical staff with relevant field experience on similar projects: (1) one graduate Civil Engineer preferably with a postgraduate degree or equivalent in civil engineering/management; minimum fifteen years of experience; maximum age limit 55 years (2) one graduate Electrical engineer minimum 10 years experience; maximum age limit 50 years. Embassy of India, Harare, Zimbabwe at its sole discretion, may relax the maximum age by an additional 5 years

in the case of highly competent or highly qualified or highly suitable candidates, upon specific request to this effect from the PMC. In addition to above minimum technical staff, PMC shall appoint as many personnel at the project office, as may be required for necessary due diligence on its part.

- 3.1.12 Besides regular site supervision by professionals posted at site, PMC shall depute, with prior approval of *Embassy of India*, *Harare*, *Zimbabwe*, highly qualified and well experienced experts/professionals from different disciplines for periodic monitoring, supervision and evaluation, on routine basis during the entire period of contract. *Embassy of India*, *Harare*, *Zimbabwe* at its sole discretion, reserve the right to accept or reject any professional suggested for deputation, if in the opinion of *Embassy of India*, *Harare*, *Zimbabwe*, such professional is not adequately qualified/competent/ professionally disposed for *Construction of New Chancery Building and 8 Residences*, at 25, *Piers Road*, *Borrowdale*, *Harare*, *Zimbabwe* works.
- 3.1.13 The status/designation/qualifications of the representative(s) of PMC who will be allowed to deal/interact with Embassy of India, Harare, Zimbabwe and/or its representatives, The Architect, other consultants and designated committees/grounds etc. shall be the matter of discretion of Embassy of India, Harare, Zimbabwe and the decision of Embassy of India, Harare, Zimbabwe in this regard shall be final and binding on PMC.
- 3.1.14 PMC shall respond to the queries raised by Embassy of India, Harare, Zimbabwe within 7 days or lesser time as soon as possible considering the nature of query and its impact on the project.
- 3.1.15 PMC shall not assign or subcontract any portion of these services without the prior consent of Embassy of India, Harare, Zimbabwe in writing. However PMC, after the award of the contract, may engage, at its own cost but with prior approval of Embassy of India, Harare, Zimbabwe, any number of subconsultants considered suitable for the part of services which may require specific expertise subject to the condition that the overall responsibility of performance under the contract shall always lie with PMC only.
- 3.1.16 PMC shall be required to work in close coordination, provide requisite information, and be available for meetings with the Architect/Design consultant and other persons/ organization associated with the construction, in all such matters as directed by Embassy of India, Harare, Zimbabwe.
- 3.1.17 The decision of *Embassy of India, Harare, Zimbabwe* will remain final in all matters relating to the interpretation of architectural design and related

architectural details; and PMC shall be bound to execute such decisions to the satisfaction of *Embassy of India*, *Harare*, *Zimbabwe*.

- 3.1.18 The ownership of all the schemes, proposals, documents, drawings, reports, data and communications that shall be generated, processed and/or disseminated by PMC, including their formats of collection, analysis, processing, documentation, and report in fulfillment of the scope of services as PMC, shall rest with Embassy of India, Harare, Zimbabwe and no claim whatsoever shall be admissible on Embassy of India, Harare, Zimbabwe in respect of any proprietary rights or copyrights of the same on the part of PMC.
- 3.1.19 Embassy of India, Harare, Zimbabwe, at its sole discretion and without assigning any reasons whatsoever, reserves the right to appoint any individual and/or organization as it may deem fit to render the whole or part of services covered in this RFP, for the present phase of work and any subsequent phases thereafter, in the interest of timely and qualitative completion of construction works.

#### 3.2 PROCUREMENTS SERVICES

3.2.1 Aid, advise and assist Embassy of India, Harare, Zimbabwe, as and when directed, in selection and appointment of consultants, contractors and suppliers.

#### 3.3 SUPPORT & COORDINATION SERVICES:

#### Facilitation of communications & information exchanges

- 3.3.1 PMC shall be required to organize, conduct, participate in and minutes, all meetings regarding the project at any date, time and place as directed by *Embassy of India, Harare, Zimbabwe* throughout the project period.
- 3.3.2 PMC shall conduct routine monitoring and coordination meetings on daily and weekly basis.
- 3.3.3 PMC to conduct periodic coordination meetings at a minimum interval of every two weeks at to help all consultants, contractors, vendors and other agencies in the process of demonstration, review, comments and client inputs on the work progress and to ensure monitoring of project implementation.
- 3.3.4 PMC shall set up and control its own documentation control system for Embassy of India, Harare, Zimbabwe and/or its authorized representatives shall have access to PMC server to the extent as and when desired, without fail.

3.3.5 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 Embassy of India, Harare, Zimbabwe and/or other agencies appointed by Embassy of India, Harare, Zimbabwe, as and when desired by Embassy of India, Harare, Zimbabwe

# Full assistance in all project related legal matters and other mandatory compliances

- 3.3.6 PMC shall provide full coordination including required administrative / secretarial support and full assistance to *Embassy of India*, *Harare*, *Zimbabwe* and/or other agencies appointed by *Embassy of India*, *Harare*, *Zimbabwe*, 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 *Embassy of India*, *Harare*, *Zimbabwe*, throughout the duration of the contract and without question or fail.
- 3.3.7 PMC shall brief *Embassy of India*, *Harare*, *Zimbabwe* in a timely manner and keep it fully informed on the status of various stages of statutory, legal and other project related matters and compliances; and shall bring to notice of *Embassy of India*, *Harare*, *Zimbabwe*, well in advance, all consequent necessary actions required keeping in mind the project milestones.

#### 3.4 WORK MANAGEMENT

#### Field Engineering, Supervision & Design support

- 3.4.1 Regularly interact with the Architect, Contractor and Embassy of India, Harare, Zimbabwe to resolve all issues related to project execution before the construction and during the construction till completion of works.
- 3.4.2 Review of advance copies of 'Good for Construction' (GFC) drawings submitted by Architect/Design consultant to the satisfaction of Embassy of India, Harare, Zimbabwe and to ensure that extra items are minimized.
- 3.4.3 Arrange for clarification and/or resolution of conflicts pertaining to contract drawing, specifications and engineering problems.
- 3.4.4 Review or arrange for review by the consultants of suppliers and contractors drawings and documents for equipment and services installations, as required.
- 3.4.5 Review or arrange for review by the consultants, of material samples, test reports and other certifications and submittals by suppliers and contractors for conformance to drawings and specifications, as required.

- 3.4.6 Arrange for preparation of `as-built drawings' from the Architect and submit to Embassy of India, Harare, Zimbabwe.
- 3.4.7 Maintain primary survey records and control records of surveys performed by others.
- 3.4.8 PMC shall assist Embassy of India, Harare, Zimbabwe for the identification of lay-down areas, identification of areas for plant & machinery required for the project.
- 3.4.9 PMC shall vet the accuracy of the layout demarcation as executed, in accordance with the approved drawings by Embassy of India, Harare, Zimbabwe.
- 3.4.10 In case of any disparities, PMC shall bring the same to the notice of Embassy of India, Harare, Zimbabwe and the Architect. PMC shall coordinate the inclusion of the necessary design and/or layout modifications including services etc. on design drawings as per site requirements. PMC shall seek prior approval of Embassy of India, Harare, Zimbabwe for any such changes before implementation at site.

#### 3.5 MEASUREMENT AND BILL CHECKING:

- 3.5.1 Recording of measurements (as per laid down procedures/ standard/ practices) for all items of work done including extra and declared sub items.
- 3.5.2 Checking and certification of all contractors' bills and forwarding it to *Embassy of India, Harare, Zimbabwe* for payment within the agreed timelines as specified in the tender/contract documents. PMC should also recommend all statutory deductions as per prevalent law.
- 3.5.3 Checking and certification of the bills of consultants other than the Architect, appointed for the project as and when desired by *Embassy of India*, *Harare, Zimbabwe*.
- **3.5.4** PMC to coordinate with *Embassy of India, Harare, Zimbabwe* while verifying bills, invoices and payments.
- 3.5.5 Check and solicit rate analysis for extra items of work and forward the same for approval of *Embassy of India, Harare, Zimbabwe* before execution of the same at site.
- 3.5.6 Prepare reconciliation statement of various material received and consumed at work such as steel, cement etc. consumed and brought to site. It should be submitted with every bill.
- 3.5.7 Check the quantities exceeding the contract quantity and inform the cost implications to *Embassy of India*, *Harare*, *Zimbabwe*.

#### 3.6 QUALITY ASSURANCE/QUALITY CONTROL:

- 3.6.1 PMC shall perform all duties for quality assurance of work and carry out comprehensive technical supervision of the works to ensure conformity with approved designs, specifications for materials and workmanship, adopted QA/QC and HSE procedures, relevant standards and codes and sound engineering practices.
- 3.6.2 PMC shall ensure suitable & sufficient tests of materials and equipment as required including random checks for conformance with specific requirements of contract documents, and document results of the tests. Besides, assessment and checking in the laboratory and the scheduling supervision and vetting of field tests carried out by the contractors, PMC may also carry out independent tests as necessary, as and when desired by Embassy of India, Harare, Zimbabwe, for quality assurance of the works at contractors cost. PMC shall maintain complete records of all test results including supplier's material tests.
- 3.6.3 PMC shall review and approve the test results/certificates and wherever tests indicate lack of conformance, it shall initiate action to secure conformance including additional tests as considered necessary to establish quality of the work desired.
- 3.6.4 PMC shall note deficiencies in the contractor's work, cause corrections to be made, and check the remedial work and facilitate to rectify the deficiencies as per approved methods/ codal provisions. Moreover, PMC will not be discharged of their responsibilities to get the defects rectified.
- 3.6.5 PMC shall check that various products guarantees are available for sufficient period.
- 3.6.6 PMC shall conduct monthly technical quality audit in co-ordination with Embassy of India, Harare, Zimbabwe.
- 3.6.7 For the purpose of independent testing, wherever required, all material/Equipment shall be sent for testing/calibration to Embassy of India, Harare, Zimbabwe approved labs only.
- 3.6.8 PMC may be required to help establish, at the contractors cost, a testing laboratory at the site of construction work equipped with prescribed machinery, tools, plants and equipment.

#### 3.7 HEALTH, SAFETY AND ENVIRONMENT REQUIREMENTS:

- 3.7.1 PMC shall ensure that while carrying out the works under the assignment the contractor shall place due importance and regard to the overall aesthetics, ambience, topography and eco-system of the site.
- 3.7.2 PMC shall assist the Contractor to obtain construction permits, quota certificates, licenses, services connections etc. from the concerned local authorities/ agencies as required for the construction work and seeking approval from the Employer for the same, if required.

- 3.7.3 PMC shall also take due precautions to ensure all necessary compliances for environment and Health & Safety requirements at site as well as at contractors labour camps if any in campus.
- 3.7.4 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 the regard.

#### 3.8 CONTRACT ADMINISTRATION:

- 3.8.1 PMC shall maintain complete records for contracts orders from award to final acceptance, payment, and close-out.
- 3.8.2 Contracts and purchase orders along with record of all days to day correspondences and meetings including contractual issues with all the contractors.
- 3.8.3 Progress payment records shall be maintained by PMC.
- 3.8.4 Drawing and specification clarifications including all changes, deviations and substitutions, which have been estimated, negotiated, and/or accepted.
- 3.8.5 Maintain the logs for Bank Guarantees, Contracts, Contract Amendments, Change Notices, Incoming & outgoing correspondences, workman compensation Policies, PF Challans, Labour License, Health and other Insurance policies, contract Schedules, Back Charges, RFIs, Invoice, etc.., for all contractors.
- 3.8.6 PMC shall prepare monthly progress payment estimates and facilitate and administer systematic and reasonable progress payments.
- 3.8.7 PMC shall review, appraise and administer claims for items of extra work or change in the terms of the contracts. PMC shall negotiate with contractors to resolve claims, including documentation of the rationale for resolution, and submit relevant justification notes for any eligible claims to Embassy of India, Harare, Zimbabwe for approval.
- 3.8.8 PMC shall develop change orders/amendments to incorporate the work covered by claims into the appropriate contract or purchase order after approval of *Embassy of India*, *Harare*, *Zimbabwe*.
- **3.8.9** PMC to manage all the Contractual issues with the Contractors in such a way that there is no cost and time implication.
- 3.8.10 PMC shall administer all requests for extension of time from the Contractors. PMC shall negotiate an equitable adjustment in time and submit an approval note to Embassy of India, Harare, Zimbabwe with detailed schedule, analysis, cost impact, if any, for approval.

#### 3.9 PROJECT COST CONTROL:

- 3.9.1 PMC shall inform *Embassy of India, Harare, Zimbabwe* about each such potential change in design and construction from the approval drawings, plan of execution, and construction quantities which may have cost or schedule impact, at least two (2) weeks in advance for identification of change with detailed analysis for acceptance and propose a plan to mitigate the same; and for emergency cases, identify the change with analysis to *Embassy of India, Harare, Zimbabwe* for approval.
- 3.9.2 Maintain the hindrances register package/contract wise which shall record any hindrance caused to the progress of the works, duration of such hindrance, date of clearance of hindrance etc.
- 3.9.3 PMC shall prepare and submit a deviation report of identified change/deviation in cost and schedule within 5 days of approval of change. The report shall include but not be limited to reason for change, cost and schedule impact, cost analysis report, recovery schedule and recommendations to reduce time & cost impact.
- 3.9.4 Monitor, report and Maintain a log of identified and approved changes and submit it to *Embassy of India*, *Harare*, *Zimbabwe* on regular basis and as and when needed by *Embassy of India*, *Harare*, *Zimbabwe*.

#### 3.10 PROJECT COMPLETION:

- 3.10.1 PMC shall engage in verification of the physical construction and installation of the various facilities and systems of the project towards or after completion in coordination with the Architect.
- 3.10.2 PMC shall arrange for modifications and adjustments, if any, to equipment and systems prior to final acceptance/handling over of each facility or system to the satisfaction of *Embassy of India, Harare, Zimbabwe*.
- 3.10.3 PMC shall establish effect and monitor a program for identifying and rectifying defects during applicable defects liability period including periodic monitoring and reporting. At the expiry of the defect liability period, PMC shall make a final inspection and list the defects to be rectified prior to issue of final completion certificate.
- 3.10.4 PMC shall recommend Embassy of India, Harare, Zimbabwe acceptance of facilities or system from the contractors for operation and use after arranging for sufficient training to the end users.
- 3.10.5 PMC to solicit from the contractors to supply trade files, documents, test certificates, performance warranties/guarantees, space parts lists, maintenance manuals, no claim certificate and transmit the same to Embassy of India, Harare, Zimbabwe, in both hard copy and electronic formats.

- 3.10.6 PMC to solicit AS BUILT drawing immediately and review, verify and approve the `as built' corrections to all plans, drawing and other documents in coordination with Architect and to the satisfaction of Embassy of India, Harare, Zimbabwe.
- 3.10.7 Prepare final project completion reports, project expenses analysis, estimate and final account of expenditure in the format as desired.
- 3.10.8 Ensure that the constructed works and sites are cleaned and prepared for occupancy and use.
- 3.10.9 Recommend to Embassy of India, Harare, Zimbabwe to issue completion certificates after the contractors have satisfactorily completed all work under the terms of their contracts and for final payment of the contractors after adjusting any liquidated damages and security deposits.

#### 3.11 RIGHT TO LIMIT THE SCOPE OR SERVICES:

- **3.11.1** Employer reserves the right to restrict the scope of the services of PMC to the full or part or parts of the project.
- 3.11.2 Employer reserves the right to terminate the services of PMC with a three month notice in writing if the employer is not satisfied with the services of PMC.
- 3.11.3 In the event of termination of the services of PMC due to unsatisfactory services rendered by PMC, PMC will not be entitled to claim any compensation for the termination on account of the remaining work or the period of contract not completed.
- 3.11.4 Further, in case of termination of services of PMC due to unsatisfactory performance, the employer reserves the right to levy appropriate compensation on PMC for the losses incurred by the employer on account of the unsatisfactory services of PMC or due to the fact of disruption to the project due to the necessity of having to terminate the services of PMC and having to make other arrangements for completion of the works and entrusted to PMC.

# SECTION - 4

#### PREPARATION & SUBMISSION OF PROPOSAL

- 4 Preparation of Proposal: Proposal shall be submitted giving the details stated hereinafter.
- 4.1 Earnest Money: The bidder has to deposit earnest money of US\$
  10,176.11 (US\$ Ten Thousand One Hundred Seventy Six and Cents Eleven Only)
  in the form of Bank Guarantee with a validity of minimum (six) months, in
  favour of Embassy of India, Harare, Zimbabwe along with the Technical
  bid. Bids submitted without earnest money shall be summarily rejected.

## 4.2 Technical Proposal: This should contain the following information:

### 4.2.1 Company profile giving inter-alia, information on:

- a) Total number of years of experience in Project Management and/or Consultancy work since its establishment.
- b) Whether rendered services pertain to Construction Management & Supervision, Civil, Electrical, HVAC, Plumbing, Fire Fighting, Interior Furnishing and Mechanical works including high rise buildings for Government/Semi-Government/Reputed Corporate Clients for prestigious projects giving details.
- c) Whether the Consultant firm has engineers on their rolls who have direct work experience in erection and commissioning of Central AC plants, large substation (33 KV, 11 KV etc.) or they outsource the commissioning of these facilities to agencies. Please furnish details.
- d) Whether the firm has full-fledged establishment/office in *Harare* or in *Zimbabwe* and details of facilities like computers, printers, fax, telephone, e-mail facilities, software like MS Office, MS Projects, Primavera, Auto CAD etc.
- e) Furnish details of technically qualified manpower with their qualifications in Engineering, Finance & Management divisions of the Company.
- f) Were arbitration proceedings involved in any project/s for which the firm has provided PMC services? Give details of the cases and outcomes of the proceedings.
- g) Please also furnish other information like:
  - (i) Annual revenue generated out of fee received from PMC services during the last three years;
  - (ii) Annual turn-over of the company from its activities during the last three years;
  - (iii) Balance Sheet of the company for the last three years, duly certified by Chartered Accountants;
  - (iv) Such other financial information as considered relevant to judge the financial health of the Company.
- 4.2.2 Details of manpower proposed to be deployed by you for this project. This should be depicted in an organization chart giving manpower details, their designation/level job profile/responsibilities to be handled, qualifications, experience/expertise, number of persons at each level. Please refer to clause for minimum manpower to be deployed for the project.
- 4.2.3 Provide an Approach Paper on Methodology and Work plan for performing the assignment through the organization structure identifying the role of key personnel, their delegated power, reporting system and channel of communication for effective Project Management Services.

#### 4.3 Proposal Due Date

- 4.3.1 Proposals should be submitted at Ms. Sushma Pawar, Attache (Project & Property), Embassy of India, 12, Natal Road, Belgravia, Harare, email: attache.project@embindia.org.zw; Tel. No. +263-242795435 on or before 1500Hrs. on 20.12.2019 in the manner and form detailed in the RFP document. Proposal submitted by facsimile transmission or telex or e-mail will not be accepted. Technical Bid of RFP shall be opened at 1100 Hrs. on 24.12.2019.
- 4.3.2 Any proposal received by Embassy of India, Harare, Zimbabwe after the due date and time shall not be considered.
- 4.3.3 Proposal shall not be modified or withdrawn by the Consultant after the proposal due date and time. If a proposal is withdrawn after due date and time, the earnest money deposited will be forfeited by the Employer.

#### 4.4 Time Schedule

- **4.4.1** The total period for completion of the Project for PMC shall be 30 months PLUS one year of defect liability period.
- 4.4.2 Initial three months period will be available for co-ordination with the Architect for pre-construction stage. Basically, in this period the Employer expects that Consultant will get conversant with the drawings, designs, contour surveys, soil investigation reports etc.
- 4.4.3 Next 27 months shall be available for execution of the job under various packages.
- 4.4.4 Last three months are kept for check list/ punch list points, issue of completion certificates, co-ordination with Architect for preparation of `asbuilt' drawings, settlement of final bill and other claims of contractor etc.
- 4.4.5 If the completion time of the project exceeds 42 months, no extra/ additional fee will be payable for extended period.

# **SECTION - 5**

#### PROPOSAL EVALUATION

General: The proposal shall be evaluated on the basis of CQCCBS (Combined Quality-cum-Cost Based Selection) for which maximum 70 marks for technical proposal have been assigned and maximum 30 marks for financial proposal have been assigned. The Consultant who scores highest marks on addition of technical evaluation and price evaluation marks shall be declared the successful consultant.

#### 5.1 Criteria for Evaluation of Technical Proposal:

5.1.1 Various aspects considered for Technical Evaluation of a proposal: Each applicant will be given 20 minutes for their presentation of proposal before the Selection Committee followed by 10 minutes of interaction with the Committee thereof. The applicants should understand that their presentation and interaction with the Selection Committee shall also be the basis of making technical proposal in addition to other parameters.

### 5.1.2 The evaluation will be broadly under the following considerations:

S1.	Parameter	Weightage	Maximum Marks	
I.	Evaluation on the basis of documents submitted in Technical Bid			
1.	Minimum turnover in terms of Consultancy Fee only (Average of previous 3 years turnover shall be counted)	(i) 60% of maximum possible marks if eligibility criteria is achieved (ii) 100% of maximum possible marks if twice the eligibility criteria is achieved (iii) In between (i) & (ii)-on prorata basis	10	
2.	Consultancy services have been rendered including civil, electrical, HVAC, mechanical, plumbing, erection & commissioning of centralized	(ii) 100% of maximum possible marks if twice the eligibility criteria is achieved (iii) In between (i) & (ii)-on prorata basis	20	
3.	Consultants having full-fledged establishment/office at <i>Harare</i> or in <i>Zimbabwe</i> with requisite facilities and adequate technical & support staff.		10	
4.	Manpower deployment for the project methodology and work plan for performing the assignment		10	

SI.	Parameter	Weightage	Maximum Marks		
II.	Evaluation on the basis of Presentation:				
1,	structure and MIS  (i) The internal procedures, controls and project management procedures followed by PMC;  (ii) Client interface and project progress reporting system	(i) The bidders will be required to demonstrate the efficiency of their organisation's internal procedures for project management and its flexibility to adapt to the client's requirements;  (ii) The bidder will demonstrate the efficiency of their communication process with the clients and the contractors and the progress reporting system.	10		
2.	Value Engineering: Areas of project Management where Value Engineering techniques	The bidder will demonstrate with evidence his ability to innovate through application of Value Engineering techniques in context of this project and its effect on optimizing the cost, quality and time schedule of the project.	05		
3.	claim avoidance and	Sensitivity of contract management procedure of the bidders to claim avoidance and its management	05		
III.	Evaluation on the basis of Financial bid:				
1.	on completed cost of project or	Bid with lowest price shall be given full marks and other bids will get marks inversely proportional to that of the lowest bid.	30		
		Maximum possible marks	100		

- In the above system of evaluation the bidder who has scored maximum marks in the total of Technical bid score and Price bid score shall be selected for further negotiation, if considered necessary.
- Qualifying marks of Technical Bid for opening of Financial Bid: applicants scoring 60% of the maximum technical bid score of 70 marks i.e. 42 marks and above only shall be declared qualified technically, whose price bid shall be opened. Applicants scoring less than 42 marks in Technical Bid evaluation shall not qualify for Financial Bid opening.

- 5.3.1 The Technical Bids shall be opened in the presence of the representative of bidders who have submitted their bids. Results of Technical Bid evaluation done by the Selection Committee shall be announced in the presence of the representative of bidders.
- 5.3.2 The Financial bid of applicants who have been declared qualified in the Technical Bid shall be opened in the presence of representative of qualified technical bidders only.
- 5.4 The evaluation of bids done by the Selection Committee shall be final and binding on the Consultants.
- 5.5 Performance Guarantee: The selected applicant shall furnish within 21 days of the date of issue of Letter of Intent (LOI) an unconditional Bank Guarantee. The Bank Guarantee shall be issued by any Nationalized Bank for an amount equivalent to 5% of the total estimated fee of the PMC services of the applicant. The Performance guarantee shall remain valid for a period of one year beyond the date of completion of services.
- Contract Agreement: The applicant shall enter into and execute the Contract with the employer. The Contact Agreement shall include the EOI and RFP document, copy of the Bank Guarantee for Performance Security, the minutes of the Pre-Bid meeting, if any, all letters exchanged between applicant and employer before the date of execution of the Contract, scope of work, Contact Fee, Payment Schedule, Project Time Schedule and other clauses like Indemnity Clause, Provisions for Modification of Contract, Termination of Contract, Confidentiality, Obligations and Liability of the Parties, Settlement of Disputes, Liquidated Damages, Representations, Warranties and Disclaimer, Force Majeure, Severability, Survival clauses etc. The Contract will be executed within 30 days from the date of issue of Letter of Intent (LOI).
- 5.7 Right of Rejection: The employer reserves the right to reject any proposal that does not address all the requirements of the RFP. In addition the employer reserves the right to accept or reject any proposal submitted by the applicant and to cancel the RFP process and reject any proposal submission at any time, without thereby incurring any liability to the affected applicant or any obligation to inform the affected applicant, the grounds for such action by the employer.

### **SECTION 6:**

#### TERMS OF PAYMENT

- **6.1** Mobilisation Advance up to 10% of the total Consultancy fee based on the tendered cost of the project shall be made against an advance bank guarantee of an equivalent value as per the format acceptable to the Employer immediately after signing the contract. The accounting and proper adjustment of advance repayments from subsequent invoices shall be the responsibility of the consultant.
- **6.2** The fee to the Consultant, indicated in Section 5 of this AGREEMENT, shall be paid by the Employer after payment of each Running Account (RA) Bill of the Contractor as same percentage of the Contractor's bill as was quoted by the Consultant as indicated in Section 5 of this AGREEMENT. (**For example:** If the Tendered cost of the project is US\$ 10 Million and Consultant to be paid at 3% of the tendered cost. If the Contractor is paid US\$ 20000 in one RA Bill, the Consultant would be paid 3% of US\$ 20000, i.e. US\$ 600 after payment to the Contractor is made by the Employer).
- **6.3** As early as possible but not later than fifteen (15) working days of payment made to the Contractor, the consultant shall submit its invoices along with appropriate supporting documents for claiming the fee due.