

INDIAN STATISTICAL INSTITUTE, DELHI CENTRE 7, S.J.S SANSANWAL MARG, KATWARIA SARAI NEW DELHI-110016

Notice Inviting e-Tenders (e-NIT) for engaging PSUs as Project Management Consultant (PMC) For

Rehabilitation of Platinum Jubilee Hostel at ISI Delhi Centre New Delhi-110016

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SECTION- 1 NOTICE INVITING BID



INDIAN STATISTICAL INSTITUTE, DELHI CENTRE 7 S.J.S MARG, KATWARIA SARAI NEW DELHI 110016

NIT No: D/ISI/Rehabilitation PJH/2024/646

Dated: 27.03.2024

Indian Statistical Institute Delhi Centre (herein after referred to as ISID) New Delhi-110016, invites online bid offer on percentage basis from eligible Central Public Sector Undertakings (PSUs) as Project Management Consultant (PMC) for Rehabilitation of Platinum Jubilee Hostel at ISI Delhi Centre New Delhi-110016 on deposit mode basis, covered under the Rule-133(3) of General Financial Rules-2017 (GFR-2017).

Details are given below:

NIT No.	D/ISI/Rehabilitation of PJH/2024/646
Name of the Work	Rehabilitation of Platinum Jubilee Hostel at ISI Delhi
	Centre New Delhi-110016
Client/ Owner	INDIAN STATISTICAL INSTITUTE, DELHI CENTRE
	7 S.J.S SANSANWAL MARG, KATWARIA SARAI
	NEW DELHI 110016
Budget amount for the work	Rs.2,22,24,708.24 (Two Crore, Twenty-Two lakhs,
	Twenty-four thousand Seven hundred eight rupees and
	Twenty-four paisa) inclusive of GST.
Date of Bid Document available to	27/03/2024 at 06:00 PM.
parties to download	
Date of start and end of online Pre-	Start: 28/03/2024 at 10:00 AM.
Bid queries	End: 08/04/2024 at 03:30 PM
Date of Pre-Bid meeting	10/04/2024 at 02:30 PM (Mandatory)
	INDIAN STATISTICAL INSTITUTE, DELHI
	CENTRE, 7 S.J.S MARG, KATWARIA SARAI
	NEW DELHI 110016
Starting date of e-tender for	
submission of online Technical Bid	28/03/2024 at 10:00 AM.
and Financial Bid	
Closing date of online e-tender for	
Submission of Technical bid and	16/04/2024 at 03:00 PM.
Financial Bid	
1 0	17/04/2024 at 03:30 PM.
Technical Bid	INDIAN STATISTICAL INSTITUTE, DELHI
	CENTRE, 7 S.J.S MARG, KATWARIA SARAI
	NEW DELHI 110016
	Will be communicated separately to the qualified
Financial Bid	bidders.
Bid Security	Bid Security Declaration Form to be submitted in lieu
	of Bid Security as given Annexure-VI.

Duration of Work	01 year (365 days)
Validity of Offer	180 days after the last date fixed for submission of bid
	including the extension (s) given, if any

- 1. The intending bidder(s) must read the terms and conditions carefully. They should only submit their bid if eligible and in possession of all the documents required.
- 2. Information and instructions for bidders available in document shall form part of MoU.
- 3. The bid document consisting of instructions to bidders, scope of work and other conditions to be complied are available at the website https://eprocure.gov.in/eprocure/app./www.isid.ac.in.
- 4. PSU must ensure to quote rate in percentage only in appropriate column up to 2 (two) Decimals and these decimals should be greater than zero.
- 5. Notwithstanding anything stated above, ISID reserves the right to assess the capabilities and capacity of the bidders to perform the contract in the overall interest of ISIDC.
- 6. The bidder(s) are required to quote strictly as per the terms and conditions, specifications, standards given in the bid documents and not to stipulate any deviations. In case of counter condition, the bid shall be rejected outrightly.
- 7. The bidder(s), if required, may submit questions in writing to seek clarifications [at least] 24 Hrs before the notified pre-bid meeting date by email to the Dy. Chief Executive (Admin), New Delhi or may visit the said office during the office hours on working days, Contact No.011-41493980, e-mail: dce@isid.ac.in.
- 8. Pre-bid meeting shall be held on date, time and place as mentioned in the Notice to clarify queries of intending bidders for submission of bid for the work to be undertaken. Pre-bid is mandatory requirement and if any bidder fails to attend the pre-bid meeting it will automatically be disqualified from the tendering process.
- 9. ISI Delhi reserves the right to reject any or all tenders or cancel / withdraw the invitation for Bids without assigning any reason whatsoever and in such case no bidder / intending PSU shall have any claim arising out of such action.
- 10. Set of Bid Documents:

The following documents will constitute set of tender documents:

- a. SECTION-1 Notice Inviting Bid
- b. SECTION-2 Instructions to Govt PSU bidders
- c. SECTION-3 Qualifying Criteria
- d. SECTION-4 Financial Bid
- 11. Bidding Process:-

Bidding process consists of two stages i.e. Stage-I and Stage-II.

a. In Stage-I, bidders are required to upload documents pertaining to Qualifying Criteria mentioned in Section-3 along with their bid. Technical Bid is opened

first and bids are evaluated based on documents uploaded by the respective bidders for Qualifying Criteria.

- b. In Stage-II, financial bids of qualified bidders, who meet the qualifying criteria mentioned in Section-3, are opened on the prescribed date and time in the presence of representatives of bidders.
- c. L-1 PSU whose percentage fee is found lowest shall be considered for award of work as per due process.
- 12. Mode of Submission:-

PSU must submit their online bid of scanned copies duly attested only along with following documents pertaining to Qualifying Criteria and Financial Bid. All the documents to be signed and stamped by the Bidders.

- a. Letter of acceptance of terms and conditions of bidding document in the prescribed format as per Annexure-I and undertaking as per format given in Annexure-II.
- b. Certificates of works experience and other documents for annual turnover and other documents of PSU for undertaking works required to establish fulfilment of qualifying criteria.
- c. Bid Documents downloaded from website to be signed on each page by authorized representative along with Financial Bid (Section 4) quoted with service Charges shall be uploaded along with Authority Letter.
- d. ISID reserves the right to amend the conditions at its discretion depending upon the CPP portal requirement.
- e. Authority letter issued by the Competent Authority i.e. CMD / MD / Chairman of PSU for signing the bid document. Authority letter must be on company letterhead and duly signed and stamped.
- f. No Proposals/Documents will be received/uploaded after the prescribed date & time.
- g. Financial Bid of qualified bidders shall then be opened on prescribed date in presence of available bidders or their authorized representatives.
- 13. The bid for the works shall remain open for acceptance for a period of 180 days from the last date of submission of bid including the extension given, if any. In case any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the ISID, ISID shall, without prejudice to any other right or remedy, be at liberty to disqualify them from participation. Further, they shall also not be allowed to participate in the rebidding, if any.
- 14. The acceptance of any or all bid(s) will rest with the ISIDC who does not bind itself to accept the lowest bid and / or reserves to itself the right to reject any or all of the bids received without assigning any reason thereof.
- 15. Date of Start of work shall be considered from the date of signing of MoU.
- 16. The Award of work, Execution and Completion of work shall be governed by documents consisting of (but not limited to) Letter of Award / Work Order, Bid, MoU

and Bid Document. The bidders shall be deemed to have gone through the various conditions while making / preparing their proposal & submitting the Bid.

17. In case, any misrepresentation / falsification is noticed in copies of documents submitted, then the bid submitted shall become invalid. ISID shall, without prejudice to any other right or remedy, be at liberty to disallow the bidder from future participation.

-sd-(Dy. Chief Executive (Admin))

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at:https://eprocure.gov.in/eprocure/app.

Registration

- 1. Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure_gov.in/eprocure/app) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- 2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4. Upon enrolment, the bidders will be required to register their valid Digital Signature certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India like e-mudra, with their profile.
- 5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC/e-Token.

Searching for Documents

- 1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2. Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- 3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

Preparation of Bids

- 1. Bidder should consider any corrigendum published on the tender document before submitting their bids.
- 2. Bidder to go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- 3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Submission of Bids

- 1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 4. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
- 5. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 6. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

7. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

Assistance to Bidders

- 1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

SECTION-2 Instructions to PSU Bidders

Instructions to PSU Bidders

1. Introduction

- 1.1 The Central Public Sector Undertaking (PSU's), who qualifies under GFR-2017 Rule 133(3) are only eligible to participate in the Bid.
- 1.2 PSUs are invited to submit a financial bid along with documents pertaining to qualifying criteria. The bid will be the basis of technical discussions / negotiations, if required and ultimately for a signed MoU with the selected PSUs on deposit mode of work execution basis.
- 1.3 PSUs should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, PSUs may visit the site before submitting a proposal.
- 1.4 a. The ISIDC will provide all the available inputs to the intended bidders. However, ISIDC does not assume any responsibility for any loss or financial damages on account of use of such information by bidders. The bidders are advised to collect the required information of project before submission of bids.
 - b. The bidders shall be responsible for obtaining licenses and permits to carry out all the works.
- 1.5 Bidders shall bear all cost associated with the preparing and submission of their proposals and contract negotiation, site visits etc. The ISIDC is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to award, without incurring any liability to the PSUs.
- 1.6 Conflict of Interest
 - 1.6.1 ISIDC policy requires that PSUs provide professional, objective, and impartial advice and at all times hold the ISIDC's interest paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
 - 1.6.2 Without limitation on the generality of the foregoing, PSUs, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting Relationship PSUs (including its Personnel and Sub — contractors) that has a business or family relationship with ISID staff / Member of the Corporation who is directly or indirectly involved in any part of (a) the preparation of the Terms of Reference of the assignment, (b) the selection process for such assignment, or (c) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the ISIDC throughout the selection process and the execution of the Contract.

1.6.3 PSUs have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the ISIDC, or that may reasonably be perceived as having this effect. Failure to disclose

said situations may lead to the disqualification of the PSUs or the termination of its Contract any time throughout currency of the work. In case contract is terminated during currency of contract then ISIDC will get the work / balance work done at risk and cost of PSU.

- 1.6.4 On and from the conclusion of the project or earlier termination of the assignment, for a period of one year neither the PSU, nor any of its affiliates shall directly or indirectly or through a third party engage in or be active or passive part of or otherwise:
 - a. Solicit, divert, or take away, or attempt to divert or take away from the ISID or its affiliated organisations any employee, customer, supplier or agent or other person under contract or otherwise commercially associated or doing business with the ISIDC during 6 (six) months before the conclusion/termination of the project.
 - b. Induce any employee, customer, supplier or agent or other person under contract or otherwise commercially associated or doing business with the ISID during 6 (six) months before the conclusion/termination of the project to terminate, reduce or alter such employment, contract, association or business with the ISIDC or its affiliates.
 - c. Solicit or entice away or endeavour to solicit or entice away from the ISID any officer, manager or senior employee (including key management personnel and other department managers and staff) of the ISID or its affiliates or employed by the ISID at any time during the tenure of the project to terminate their employment or engagement with ISID or its affiliates for any reason; but provided that the publication of a bona fide general recruitment advertisement which is not, in its terms or by way of the extent or mode of its publication, directed solely or primarily or principally at such officers, managers, or senior employees, shall not be a breach of this clause.
 - d. For the purposes of this clause, "solicit" shall mean any direct or indirect communication, including but not limited to written, oral, electronic, or social media communication, that is intended to persuade, encourage, or entice an employee of the Company to terminate their employment with the Company.

The PSU agrees that it will not interfere with the contractual or business relationships between the ISID and its employees, clients, customers, or vendors.

In the event of a breach of this clause, the ISIDC may seek injunctive relief and/or monetary damages, as well as any other remedies available under applicable law.

1.6.5 Confidentiality Clause

a. The PSU undertakes to keep all confidential or proprietary information confidential and use it only for the purpose of its responsibilities and obligations under this Agreement. It agrees to not disclose any information to any third party without the prior written consent of ISIDC and take all reasonable steps to protect the confidentiality of the information available with it including using at least the same degree of care that it uses to protect its own confidential information.

- b. The PSU and its personnel/ employees/ agents/ sub-agents/ subcontractors/ labours/ workers etc shall not, either during the term or after expiration of this contract/agreement/project, disclose any proprietary or confidential information to any party relating to the services, contract, or operations without the prior written consent of ISID.
- c. The PSU further undertakes that either during the term or after expiration of this contract/agreement/project, it shall not use or disclose (either personally or through its personnel/ employees/ agents/ sub-agents/ subcontractors/ labours/ workers etc or otherwise, directly or indirectly) or allow to be used or disclosed any Confidential Information.

1.7 Fraud and Corruption

- 1.7.1 The ISID requires that the PSUs participating in selection process adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the ISID:
 - Defines, for the purpose of this paragraph, the terms set forth below: a. "Corrupt Practice" means the offering, promising, giving, receiving, or soliciting, directly or indirectly, of anything of value which he is not legally entitled to, to influence the action of a public official in the selection process or in contract execution; "Fraudulent Practice" means a wilful misrepresentation or omission of facts or submission of fake / forged Documents in order to influence a selection process or the execution of a contract; "Collusive Practices" means a scheme or arrangement whether formal or informal, between two or more cases with or without the knowledge of the ISID, designed to establish prices at artificial, non-competitive levels, submission or non-submission of Bids; "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
 - b. ISIDC will reject a proposal for award if it determines that the PSU recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question ;

and

c. ISID will take necessary action against the PSU, including declaring the PSU ineligible, either indefinitely or for a stated period of time, for award of a contract if at any time it is determined that the PSU has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract.

1.8 Proposal Validity

The PSUs offer shall remain valid for 180 days after the last date fixed for submission of bid including the extension (s) given on mutual agreement, if any.

1.9 Final Decision-Making Authority

ISID reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders.

1.10 Service charges for Project cost

- a. Maximum ceiling is 7.00%
- b. Minimum ceiling is more than zero percent (00 %). Since the Construction agency i.e. PSU shall meet all the expenses pertaining to Consultancy under "Departmental Charges" payable to them and record a certificate to this effect in the Final Expenditure Statement. Items of expenditure on supervisory staff/ Officers, travelling / conveyance expenses etc. of their staff / officers and regular establishment expenditure of the Construction Agency i.e. PSU shall be met out of the Departmental Charges payable to them.
- c. Project cost means Construction cost including Departmental Charges and any other expenses pertaining to project executed by PSU.

1.11. Brief Description & Scope of work

As per details given in Annexure-III

2. Clarification and amendment Of Bid Documents

- 2.1 PSUs may request for a clarification in respect of the Bid documents not later than 2 days before the pre-bid meeting date. Any request for clarification must be sent in writing, or by standard electronic means to the ISID email address i.e. dce@isid.ac.in. The ISID will respond in writing or clarify during pre bid meeting or by standard electronic means and will send written copies of the response (including an explanation of the query but without disclosing the source of query) to all PSUs. Should the ISID deem it necessary to amend the bid document as a result of a clarification or any other reasons it shall do so following the procedure under Para 2.2. However, ISID reserves the right to respond to the queries after cut-off date as mentioned above.
- 2.2 At any time before the submission of bid, ISIDC may modify / amend the bid document and extend the last date of submission / opening of the bid by issuing a corrigendum / addendum. Any Corrigendum / Addendum thus issued shall form part of bid document. To give the PSU reasonable time to take an amendment into account in their bids and on account of any other reasonable circumstances, ISIDC may at its discretion, extend the deadline for the submission / opening of the bid.

3. Preparation of Bid Proposal

- **3.1** In preparing their offer to bid document, PSUs are expected to examine in detail the bid document. The bid shall contain documents stipulated in the bid document.
- **3.2** The bid proposals, all related correspondence exchanged between the PSUs and ISIDC and the contract to be signed after award.

3.3 Documents pertaining to Qualifying Criteria

Bidder shall have to furnish header line in all the relevant document duly signed on each page on the uploaded documents pertaining to "Qualifying Criteria" as mentioned in Section-3 of bid document.

3.4 Financial bid Proposals

Bid document duly signed on each page by person duly authorized along with Financial Bid as per Section-4 duly quoted shall be uploaded/filled in online (whichever provision provided in CPP portal) and shall not include any commercial or technical condition / information. Conditional bid shall be rejected summarily.

4. Submission, receipt and opening of Bids

- **4.1** The original bid including Financial Bid, shall not contain interlineations or overwriting, except as necessary to correct errors made by the PSU. The person who signed tender documents must initial such corrections.
- **4.2** An authorized representative of the PSUs shall only sign the bid documents. The authorization shall be in the form of a legally enforceable written power of attorney duly authorized as mentioned in clause no. 12 (d) of NIT and shall be submitted along with bid.
- **4.3** The ISIDC shall open the bid containing documents pertaining to Qualifying Criteria after the deadline and for verification from the originals if any, the Financial bid shall remain securely stored.

5. Bid Evaluation

5.1 Evaluation of Qualifying Criteria

Qualifying Criteria shall be examined and evaluated by the Committee duly constituted by competent authority based on documents uploaded on CPP portal. No documents furnished or made available after last date of submission of bid shall be considered for evaluation for meeting qualifying criteria for opening of financial bid.

- **5.2** Evaluation of Financial Bid
 - 5.2.1 After the Qualifying Criteria evaluation is completed, the ISIDC shall notify in writing to those PSUs who have qualified. PSU's may attend the opening of Financial bid however the same is optional.

- 5.2.2 The Financial bids of the qualified PSUs shall then be opened in the presence of the PSU's representatives who choose to attend on the date, time and place as mentioned in the NOTICE. The financial bids shall be examined by a Committee duly constituted by Competent Authority
- 5.2.3 The final selection shall be based on the acceptance of Committee Report by the Competent Authority.
- 5.2.4 In case of PSUs quoted same percentage fee, i.e. in case of Tie, the PSU having higher average turnover in last three (3) years mong the tied PSUs will be given weightage.

6. Award of Contract

- 6.1 The work shall be generally awarded to the L-1, PSU whose percentage fee is found lowest as per due process subject to terms and conditions. In case the Lowest quoted percentage fee by PSU of two or more participating firms is the same, in spite of condition mentioned at clause no. 5 of the NIT, the decision of ISID will be final on the process/mode of selection. The successful bidder shall have to execute the MoU attached with the bid document as Annexure-IV for taking up construction for this project with ISID. PSU has to follow CVC guidelines for awarding/selection of the work to contractors if the work is not executed by them departmentally.
- 6.2 The successful PSU for the purpose of execution of work, progress review and monitoring, shall submit, a detailed work schedule and PERT / CPM indicating completion of all major activities as per the milestones indicated for completion of such activities in the Standard MoU forming part of Bid Document for consideration and approval by the ISID. This approved schedule / network shall be pre-requisite for signing of the MoU.

7. Confidentiality

Information relating to evaluation of bids and recommendations concerning awards shall not be disclosed to the PSUs who submitted the tender or to other persons not officially concerned with the process. The undue use by any PSU of confidential information related to the process may result in the rejection of its tender and may be debarred from participating in future tenders.

8. Default of PSU / Agency:

If the performance of the contract is not satisfactory and not corrected within 30 days of receiving notice, then ISID shall be at liberty to terminate the contract and get the work executed through other means at the risk and cost of the PSU / Agency. In this case the extra/excess amount incurred by the ISID will be recovered out of any dues payable to PSU for this project / any other project or through court of law.

- a. In case of termination of contract by ISID, the PSU will submit their final expenditure statement with inventory including guarantee/warranty card etc. within one month failing which inventory will be taken as per procedure laid down in CPWD manual.
- b. Thereafter within one month of taking over as mentioned in clause 8(a), the PSU will handover site to ISID or its authorized agency peacefully failing which,

damages at the rate of $\frac{1}{2}$ % per week of the residual value of work subject to the maximum damages of 10 % for this default may be levied by ISID. This does not affect any other rights and / or remedies at the disposal of ISID.

9. Amicable Settlement of Disputes:

The party shall use their best efforts to settle amicably all disputes arising out of or in connection this contract or the interpretation thereof. In case of disagreement, the dispute resolution mechanism shall be implemented to the provisions of this MoU, at the first instance the issues involved shall be brought up before DCE, ISID and concerned GM/CGM, PSU for their resolution. In case, however, disputes / differences between the parties do not get resolved, the matter shall be referred to a Committee comprising of a Nominee of Head-ISIDC, and a Nominee of CMD, PSU. The above said Committees shall submit a comprehensive report and recommendation to Head-ISID and CMD, PSU for facilitating final decision in the matter.

In case of dispute still persisting, the matter will be referred for settlement as per Govt. of India Guidelines issued vide DPE OM No.0S/000 3/20 19-FTS-10937 dated 14.12.2022 (as updated or latest amended) on administrative mechanism for resolution of CPSE disputes, through DCE, ISID.

10. Integrity Pact:

The PSU / Agency shall submit the pre-contract integrity pact as per the Annexure-V duly sealed and signed by the authorized person of the agency along with the technical bid.

SECTION-3 QUALIFYING CRITERIA

- 1. The interested PSUs i.e. Public Sector Undertaking set up by Central Government to carry out civil or electrical work and qualifies under GFR- 133(3) or any other Central Government Organization / PSU which may be notified by MoUD are eligible for participation in the bidding process should meet both the following minimum qualifying criteria:
 - a. Works Experience: Central PSUs having experience as PMC in retrofitting of buildings of any value.
 - b. Annual Turnover: Average annual financial turnover of PSU should not be less than 50 % of estimated cost during the immediate last 5 (five) consecutive financial years. This should be duly certified by Chartered Accountant along with audited Balance Sheets and Profit & Loss account.
 - c. Profit/Loss: The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last 5 (five) consecutive balance sheet, duly audited and certified by the Chartered Accountant.
 - d. Solvency: The bidder should have solvency of 40% of the budgeted cost OF Work.
 - 1.1 Definition of Similar Works:

The definition of similar works shall be as under:

Construction of Non-residential and/or Residential buildings in Govt sector or any CPSU.

- 2. Even though any bidder may satisfy the above requirements, he would be liable to disqualification if he has:
 - a. Made misleading or false representation or deliberately suppressed the information in the forms, statements and/ or enclosures required in the eligibility criteria document.
 - b. Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses/Debarred/Blacklisted etc.
- 3. Documents to be furnished for evaluation of bids:
 - a. Attested copies of G.O. /Orders issued by the Central/State Govt. for establishment of the PSU authorizing for carrying out civil, electrical & building works with applicable jurisdiction/Certification from MoUD for execution of works under GFR 133 (3).
 - b. Bid Security Declaration form.
 - c. Copies of certificates in respect of execution / completion of similar works to establish eligibility as mentioned para 1 (i) of this section.
 - d. Certificate from Chartered Accountant mentioning financial turnover of last 5 (five) years to establish eligibility as mentioned para 1 (ii) of this section. ISID reserves the right to seek further details beyond date of opening of bid pertaining to qualifying criteria.

- e. Copies of Audited Balance Sheet(s) and Profit & Loss Accounts for last five (5) financial years ending March 2023 duly certified by the Chief Finance Officer/ Financial Adviser.
- f. Details in form of the chart mentioning the strength of the organizational setup in the respective state where the works to be undertaken.
- g. All the above documents and relevant documents to signed by Authorized person as stipulated in clause 12(d) of NIT.
- h. Authority letter issued by the Competent Authority i.e. CMD / MD / Chairman for signing the bid document.
- i. Banker's Certificate from a Scheduled Bank for solvency ANNEXURE-VII.

[SECTION - 4] FINANCIAL BID

FINANCIAL BID

NAME OF WORK: Rehabilitation of Platinum Jubilee Hostel at ISI Delhi Centre New Delhi-110016 on deposit mode basis.

Budgetary amount : Rs.2,22,24,708.24 (Two Crore, Twenty-Two lakhs, Twenty-four thousand Seven hundred eight rupees and Twenty-four paisa) as per CBRI report dated May 2020.

Name of Govt. PSU :

S.No.	Description	PMC Fee*
		(in figures & words)
1)	PMC fee for Rehabilitation of Platinum Jubilee Hostel at ISI Delhi Centre New Delhi-110016 on deposit mode basis.	%
	As Per Scope Of Work and Terms and Conditions Of The Bid & Standard MOU.	

Seal of the Organization

Signature of the Authorized Signatory **

Note: In case of PSUs quoted same percentage for PMC fee, i.e. in case of Tie, the PSU having higher average turnover in last three (3) years among the tied PSUs will be given weightage.

*To be quoted in percentage with two decimal places greater than zero both in figures and words distinctly. (The maximum ceiling of service charges is 7.00% of the project cost as described in clause F). In case of discrepancy, charges quoted in words shall be final.

ISID shall be fully within its powers to test the reasonability of quoted PMC Fee against the benchmarks.

**Authority letter from the Competent Authority i.e. CMD / MD / Chairman for signing the Bid Document is to be enclosed. Stamp impression must show the Name, Designation, Office etc.

ACCEPTANCE OF BID CONDITIONS

(On the Letter Head of the Organization)

To Deputy Chief Executive (Admin), Indian Statistical Institute Delhi Centre New Delhi-110016

Sub: Rehabilitation of Platinum Jubilee Hostel at ISI Delhi Centre New Delhi-110016 on deposit mode basis

Ref: Bidding Document No.:

Sir,

- 1. With reference to above, I / We are pleased to submit our bid / offer for the above work and I / We hereby unconditionally accept the terms & Conditions of Bid Documents and MoU in its entirety for the above work.
- 2. I / We are eligible to submit the bid for the above work and I / We are in possession of all the required and relevant documents.
- 3. I / We have read all the terms and conditions of the MoU as well as Bid Document and agree to sign the same in case of award of work.
- 4. I / We have submitted all the documents as per Notice Inviting Bid.
- 5. I/We undertake and confirm that similar work (s) has / have got executed in Departments/ Govt. Organizations. Further that, if such a violation comes to the notice, then I / We shall be debarred for bidding in future forever.
- 6. I / We have separately enclosed an undertaking in the format as per Annexure II.

Yours faithfully,

(Signature of the Authorized Representative with Rubber Stamp)

Dated :

Place :

Note : This letter shall be signed by the authorized officer of the organization having valid authority letter from competent authority i.e. CMD / MD / Chairman.

UNDERTAKING

(On the Letter Head of the Organization)

To Deputy Chief Executive (Admin), Indian Statistical Institute Delhi Centre New Delhi-110016

Sub: Rehabilitation of Platinum Jubilee Hostel at ISI Delhi Centre New Delhi-110016 on deposit mode basis.

Ref: Bidding Document No.:

Sir,

We undertake that:-

- 1. I / We have no business or any other relationship with any of the ISID Staff / Member of the Corporation.
- 2. I/We have not employed any former employee of ISID to work for our organization. Or
- 3. I / We have employed ISID Staff / Member of the Corporation as per list attached to work for our organization and certify that there is no conflict of interest.
- 4. I / We have not been debarred or blacklisted by any department / Organization to execute any of their work(s).
- 5. I / We have not suppressed or concealed any information pertaining to works executed by us.
- 6. I / We have not made any misleading or false representation or deliberately suppressed information in the form of statements and enclosures required for eligibility criterion.
- 7. I / We have not abandoned any work and left work incomplete due to financial failures / weaknesses or have a record of poor performance.

Yours faithfully,

(Signature of the Authorized Representative with Rubber Stamp)

Dated :

Place :

Note : This letter shall be signed by the authorized officer of the organization having valid authority letter from competent authority i.e. CMD / MD / Chairman.

Brief Description & Scope of Work

The detailed technical examination of the building has been conducted by CBRI. The report is enclosed as a separate PDF file named as **Annexure III B**. The execution of work shall be done as per the recommendation of the CBRI report.

Sr No.	Subject	Unit	Qt	y.	Total Qty	Rate (Rs.)	Amount (Rs.)
			Wall	Column			× /
1	Dismantling Work (Floor)						
	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in -charge.	cum	56.16		56.16		
2	Excavation						
	Earth work in rough excavation, banking excavated earth in layers not exceeding 20cm in depth, breaking clods, watering, rolling each layer with ½ tonne roller or wooden or steel rammers, and rolling every 3rd and top-most layer with power roller of minimum 8 tonnes and dressing up in embankments for roads, flood banks, marginal banks and guide banks or filling up ground depressions, lead up to 50 m and lift up to 1.5 m : All kinds of soil up to 50 m and lift up to 1.5 m, as directed by Engineer-in- Charge:	cum	203.00	95.83	298.83		
2.1	Back filling				63.96		
	Back filling in foundation and sides of foundation with approved soil obtained from the excavation at site and stacked at site or brought from outside in layer not exceeding 15 cm thick (compacted thickness) including transportation of soil, spreading in required line and level, sprinkling water, ramming, compacting with mechanical rammers, testing, etc., all complete as per drawing, specification and instructions of the Engineer.						
3	Removal of Plaster						
	Removing existing plaster carefully for RCC/ brick work including removing wall fixtures if any, double scaffolding without making holes in existing walls etc. complete as directed including transporting the debris outside area as directed engineer in-charge.	sqm	4116.48		4116.48		
4	Bond Coat.				<u> </u>	ļ	
	Providing and laying integral cement based treatment for water proofing on the vertical surface by fixing specified stone slab 22 mm to 25 mm thick with cement slurry mixed with water proofing compound conforming to IS:2645 in recommended proportions with a gap of 20 mm (minimum) between stone slabs and the receiving surfaces and filling the gaps with neat cement slurry mixed with water proofing compound and finishing the exterior of stone slab with cement mortar	Sqm	4116.48		4116.48		

				1		
1	1:3 (1 cement : 3 coarse sand) 20 mm thick					
	with neat cement punning mixed with water					
	proofing compound in recommended					
	proportion complete at all levels and as					
	directed by Engineer-in-charge					
5	PCC (1:3:6)					
	Providing and laying machine mixed Plain	cum	128.22	5.16	133.38	
	Cement Concrete of nominal mix 1:3:6 (1					
	cement : 3 sand : 6 coarse aggregate) for					
	levelling course in foundations and under					
	floor of building, etc. in all level with					
	broken stone aggregate of size not more					
	than 25 mm of approved quality including					
	formwork wherever necessary, dewatering,					
	batching, mixing, transporting, placing,					
	compacting, curing, including all lead and					
	lift, etc. all complete as per drawings,					
	specifications and the instructions of the					
	Engineer.					
6		L				
6	Nipple Grouting	1.0	1025.00		1025.00	
	Provision of polymer modified cement	kg	1023.00		1023.00	
	slurry/ epoxy grouting immediately after					
	cleaning, as per specification, with grouting					
	pump (pressure gauge shall be provided to					
	show delivery pressure of grouting material					
	- vary from 4 kg/cm2 to 6 kg/cm2					
	depending upon site condition, as per					
	direction of Engineer-in charge.					
7	Micro Piling Work					
· ·	Boring with hydraulic piling rigs with	Rm	1412.50		1412.50	
		IXIII	1412.30		1412.30	
	power units, Providing and installing cast in					
	situ single under reamed piles (300 mm dia)					
	of specified diameter and length below pile					
	cap in M-30 cement concrete, to carry a safe					
	working load not less than specified,					
	excluding the cost of steel reinforcement					
	but including the cost of boring and the					
	length of the pile to be embedded in pile cap					
	etc. all complete. (Length of pile for					
	payment shall be measured up to to the					
	bottom of pile cap) :					
8	Staplers					
		NT	21500.00		21500.00	
	35mm long staplers	Nos.	31500.00		31500.00	
9	Boulder Soling		31500.00	0.51		
9	Boulder SolingProviding and laying uncoursed hand	Nos.	31500.00	8.71	31500.00 8.71	
9	Boulder SolingProviding and laying uncoursed handpacked Dry Rubble Stone soling in		31500.00	8.71		
9	Boulder SolingProviding and laying uncoursed hand		31500.00	8.71		
9	Boulder SolingProviding and laying uncoursed handpacked Dry Rubble Stone soling infoundation, under floor plinth without any		31500.00	8.71		
9	Boulder Soling Providing and laying uncoursed hand packed Dry Rubble Stone soling in foundation, under floor plinth without any special dressing of stone including filling		31500.00	8.71		
9	Boulder Soling Providing and laying uncoursed hand packed Dry Rubble Stone soling in foundation, under floor plinth without any special dressing of stone including filling interstices with suitable quarry waste or		31500.00	8.71		
9	Boulder Soling Providing and laying uncoursed hand packed Dry Rubble Stone soling in foundation, under floor plinth without any special dressing of stone including filling interstices with suitable quarry waste or stone chips or quarry sand, watering,		31500.00	8.71		
9	Boulder Soling Providing and laying uncoursed hand packed Dry Rubble Stone soling in foundation, under floor plinth without any special dressing of stone including filling interstices with suitable quarry waste or stone chips or quarry sand, watering, compacting using appropriate mechanical		31500.00	8.71		
9	Boulder Soling Providing and laying uncoursed hand packed Dry Rubble Stone soling in foundation, under floor plinth without any special dressing of stone including filling interstices with suitable quarry waste or stone chips or quarry sand, watering, compacting using appropriate mechanical compaction means with all contractors		31500.00	8.71		
9	Boulder Soling Providing and laying uncoursed hand packed Dry Rubble Stone soling in foundation, under floor plinth without any special dressing of stone including filling interstices with suitable quarry waste or stone chips or quarry sand, watering, compacting using appropriate mechanical compaction means with all contractors materials, handling, placing etc. all		31500.00	8.71		
9	Boulder Soling Providing and laying uncoursed hand packed Dry Rubble Stone soling in foundation, under floor plinth without any special dressing of stone including filling interstices with suitable quarry waste or stone chips or quarry sand, watering, compacting using appropriate mechanical compaction means with all contractors materials, handling, placing etc. all complete as per drawings, specifications		31500.00	8.71		
9	Boulder Soling Providing and laying uncoursed hand packed Dry Rubble Stone soling in foundation, under floor plinth without any special dressing of stone including filling interstices with suitable quarry waste or stone chips or quarry sand, watering, compacting using appropriate mechanical compaction means with all contractors materials, handling, placing etc. all complete as per drawings, specifications and instruction of the Engineer. The		31500.00	8.71		
	Boulder Soling Providing and laying uncoursed hand packed Dry Rubble Stone soling in foundation, under floor plinth without any special dressing of stone including filling interstices with suitable quarry waste or stone chips or quarry sand, watering, compacting using appropriate mechanical compaction means with all contractors materials, handling, placing etc. all complete as per drawings, specifications and instruction of the Engineer. The complete item including all lead & lift.		31500.00	8.71		
9	Boulder Soling Providing and laying uncoursed hand packed Dry Rubble Stone soling in foundation, under floor plinth without any special dressing of stone including filling interstices with suitable quarry waste or stone chips or quarry sand, watering, compacting using appropriate mechanical compaction means with all contractors materials, handling, placing etc. all complete as per drawings, specifications and instruction of the Engineer. The complete item including all lead & lift. Additional Reinforcement		31500.00	8.71		
	Boulder Soling Providing and laying uncoursed hand packed Dry Rubble Stone soling in foundation, under floor plinth without any special dressing of stone including filling interstices with suitable quarry waste or stone chips or quarry sand, watering, compacting using appropriate mechanical compaction means with all contractors materials, handling, placing etc. all complete as per drawings, specifications and instruction of the Engineer. The complete item including all lead & lift. Additional Reinforcement (Reinforcement jacketing).				8.71	
	Boulder Soling Providing and laying uncoursed hand packed Dry Rubble Stone soling in foundation, under floor plinth without any special dressing of stone including filling interstices with suitable quarry waste or stone chips or quarry sand, watering, compacting using appropriate mechanical compaction means with all contractors materials, handling, placing etc. all complete as per drawings, specifications and instruction of the Engineer. The complete item including all lead & lift. Additional Reinforcement		<u>31500.00</u> 6613.35	8.71		
	Boulder Soling Providing and laying uncoursed hand packed Dry Rubble Stone soling in foundation, under floor plinth without any special dressing of stone including filling interstices with suitable quarry waste or stone chips or quarry sand, watering, compacting using appropriate mechanical compaction means with all contractors materials, handling, placing etc. all complete as per drawings, specifications and instruction of the Engineer. The complete item including all lead & lift. Additional Reinforcement (Reinforcement jacketing).	cum			8.71	
	Boulder SolingProviding and laying uncoursed hand packed Dry Rubble Stone soling in foundation, under floor plinth without any special dressing of stone including filling interstices with suitable quarry waste or stone chips or quarry sand, watering, compacting using appropriate mechanical compaction means with all contractors materials, handling, placing etc. all complete as per drawings, specifications and instruction of the Engineer. The complete item including all lead & lift.Additional Reinforcement (Reinforcement jacketing).Jacketing and fixing in position Fe 500 steel reinforcement of various diameter	cum			8.71	
	Boulder SolingProviding and laying uncoursed hand packed Dry Rubble Stone soling in foundation, under floor plinth without any special dressing of stone including filling interstices with suitable quarry waste or stone chips or quarry sand, watering, compacting using appropriate mechanical compaction means with all contractors materials, handling, placing etc. all complete as per drawings, specifications and instruction of the Engineer. The complete item including all lead & lift.Additional Reinforcement (Reinforcement jacketing).Jacketing and fixing in position Fe 500 steel reinforcement of various diameter confirming to relevant IS code in R.C.C.	cum			8.71	
	Boulder SolingProviding and laying uncoursed hand packed Dry Rubble Stone soling in foundation, under floor plinth without any special dressing of stone including filling interstices with suitable quarry waste or stone chips or quarry sand, watering, compacting using appropriate mechanical compaction means with all contractors materials, handling, placing etc. all complete as per drawings, specifications and instruction of the Engineer. The complete item including all lead & lift.Additional Reinforcement (Reinforcement jacketing).Jacketing and fixing in position Fe 500 steel reinforcement of various diameter confirming to relevant IS code in R.C.C. works including straightening, cutting,	cum			8.71	
	Boulder SolingProviding and laying uncoursed hand packed Dry Rubble Stone soling in foundation, under floor plinth without any special dressing of stone including filling interstices with suitable quarry waste or stone chips or quarry sand, watering, compacting using appropriate mechanical compaction means with all contractors materials, handling, placing etc. all complete as per drawings, specifications and instruction of the Engineer. The complete item including all lead & lift.Additional Reinforcement (Reinforcement jacketing).Jacketing and fixing in position Fe 500 steel reinforcement of various diameter confirming to relevant IS code in R.C.C. works including straightening, cutting, bending, binding with 20 SWG annealed	cum			8.71	
	Boulder SolingProviding and laying uncoursed hand packed Dry Rubble Stone soling in foundation, under floor plinth without any special dressing of stone including filling interstices with suitable quarry waste or stone chips or quarry sand, watering, compacting using appropriate mechanical compaction means with all contractors materials, handling, placing etc. all complete as per drawings, specifications and instruction of the Engineer. The complete item including all lead & lift.Additional Reinforcement (Reinforcement jacketing).Jacketing and fixing in position Fe 500 steel reinforcement of various diameter confirming to relevant IS code in R.C.C. works including straightening, cutting, bending, binding with 20 SWG annealed wire for tying the reinforcement bars at	cum			8.71	
	Boulder SolingProviding and laying uncoursed hand packed Dry Rubble Stone soling in foundation, under floor plinth without any special dressing of stone including filling interstices with suitable quarry waste or stone chips or quarry sand, watering, compacting using appropriate mechanical compaction means with all contractors materials, handling, placing etc. all complete as per drawings, specifications and instruction of the Engineer. The complete item including all lead & lift.Additional Reinforcement (Reinforcement jacketing).Jacketing and fixing in position Fe 500 steel reinforcement of various diameter confirming to relevant IS code in R.C.C. works including straightening, cutting, bending, binding with 20 SWG annealed	cum			8.71	

		-				
	and cut pieces, provision for adequate					
	numbers of spacers, chairs,					
	providing and placing cement mortar (1:1)					
	cover blocks to keep the bars in intended					
	position at all levels all complete as per					
	drawings, specifications and instructions of					
	the Engineer. (Authorized lap length and					
	for the bar length exceeding 10 meter					
	in length shall be measured for the					
1.0	payment).					
10	RCC (M20) for Pile cap.					
	Providing and laying in position machine	cum	131.78	38.74	170.52	
	mixed and machine vibrated cement					
	concrete of mix 1:1.5:3 (1 cement:1.5 sand:					
	3 coarse aggregate) M20 grade for					
	reinforced cement concrete work using					
	approved cement with 20 mm graded					
	machine crushed stone aggregate of					
	approved quality in various locations and					
	heights including transportation of concrete					
	to site of placing, compaction, finished to					
	required line and level, protection and					
	curing, etc. all complete as per drawings,					
	specifications and the instructions of the					
	Engineer, but excluding the cost of					
	centering, shuttering, and reinforcement,					
	but including the cost of admixtures in					
	recommended proportions (as per IS:9103)					
	to accelerate, retard setting of concrete					
	improve workability, improve strength					
	without impairing strength and durability as					
	per direction of Engineer.					
11	Shot-Crete (M25), 50mm at wall surface					
	area.					
	Providing and fixing hard drawn steel wire	sqm	2052.22		2052.22	
	of size 75x75x5 mm mesh to be fixed to	-				
	walls using 35mm long ST stapler @ 250					
	c/c in staggered fashion @ 9 nails/sqm or					
	other suitable size wire mesh to be fixed &					
	firmly anchored to the concrete surface by					
	means of shear key welded with existing					
	reinforcement including the cost of					
	materials, labour, tool & plants including					
	Shot-creating R.C.C. columns, beams and					
	slabs etc. in layers with approved design					
	mix concrete having the specified minimum					
	characteristic compressive strength [with					
	ordinary Portland cement, coarse sand and					
	graded stone aggregate of 10 mm maximum					
	size in proportion as per design.					
12	Formwork.					
12		0.000-		260.07	260.07	
	Supplying and laying centering, shuttering	sqm		260.07	200.07	
	of various pattern formworks with 19/12					
	mm thick water proof ply wood & steel					
	adjustable props for all kinds of RCC works					
	for foundations, columns, beams, slab,					
	staircase, lintel, sill, pergola, including					
	nails, propping scaffolding, staging,					
	supporting and bracing in proper lines and					
	level, sealing the joints with heavy duty					
	brown self-adhesive tape, aligning to line					
	and levels including Ties, PVC Spacer,					
	Providing openings/ cut-outs/ pockets,					
	applying De-shuttering chemical, De-					
						•
	shuttering as approved by the Engineer etc.,					
	shuttering as approved by the Engineer etc., complete at all levels as per drawing,					
	shuttering as approved by the Engineer etc., complete at all levels as per drawing, specifications and instructions of the					
	shuttering as approved by the Engineer etc., complete at all levels as per drawing,					
	shuttering as approved by the Engineer etc., complete at all levels as per drawing, specifications and instructions of the					

13	Plaster work (Wall)						
	Providing and applying at all levels and	sqm	4858.11		4858.11		
	shape 6 mm thick cement plaster in building	I					
	exterior in specified cement mortar with 1:6						
	(1 cement :6 fine sand) in all surface at all						
	height including mixing mortar, laying in						
	perfect line, level and plumb and finishing						
	in regular and even surface including all						
	necessary single or multistage scaffolding,						
	making grooves and recesses, throating,						
	dusting, dripping, wetting, curing,						
	protection, providing chicken wire mesh at						
	the junction of concrete and masonry etc.,						
	all complete as per drawing, specification						
	and instruction of the Engineer. [Rate shall						
	also include for providing drips band,						
	moulds, groove, chicken wire mesh at						
	junction of RCC and masonry, etc., to						
	complete the works at any heights.						
14	Distemper (Wall)						
	Providing and applying two or more coats	sqm	4858.11		4858.11		
	of washable distemper paint of approved	-					
	manufacturer and shade over a coat of alkali						
	resistant cement primer of approved						
	manufacturer as per manufacturer's						
	specifications to the surface of wall, ceiling,						
	beams columns, canopies, staircase, lobbies						
	etc., all complete as per drawings,						
	specifications and instruction. The rates						
	shall include for scraping, washing the						
	surface with water, surface preparation,						
	scaffolding etc., all complete as per the						
	manufacturer's recommendations and as						
	approved by the Engineer.						
15	Painting Work.						
	Providing and applying Textured paint one	sqm	4858.11		4858.11		
	primer coat & 2 coats finished with						
	approved Texture & shade and colour for						
	external and internal walls (Concrete walls-						
	MIVAN FORMWORK) including						
	scaffolding complete as specified including						
	all other necessary related work, leads &						
	lifts etc., as specified in the drawings,						
	specifications and as directed by Project						
	Manager. Rate is inclusive of surface						
	preparation to line & level with all						
	necessary tools & tackles, etc. maintaining						
	proper line, level and grooves, as specified			Total Car	+		
		Total Cost GST @18%					
		0					
		Total Cost Including GST					

MEMORANDUM of UNDERSTANDING

Between

PUBLIC SECTOR UNDERTAKING (PSU)

And

INDIAN STATISTICAL INSTITUTE DELHI CENTRE

For

<u>Rehabilitation of Platinum Jubilee Hostel at ISI Delhi Centre New Delhi-110016 On deposit mode</u> <u>basis</u>

and

Indian Statistical Institute Delhi Centre New Delhi-110016 represented by theon other part.

ISID and PSU are also referred to individually as 'Party' and collectively as 'Parties' wherever the context so requires.

Whereas PSU have agreed to undertake the work of **Rehabilitation of Platinum Jubilee Hostel at ISI Delhi Centre New Delhi-110016** on deposit mode basis for ISID on Project Management Consultant (PMC) basis as a 'Deposit Work'. Now, it is agreed between the Parties that:

A. Handing Over of Works by ISID to PSU for execution:

ISID will allot a project to the PSU through a letter after due approval of competent authority along with all relevant available documents related to Land, Site Layout Details etc.

- B. Approval of Concept plans / Preliminary Drawings & Preliminary Estimates, release of Funds:
 - 1. While submitting estimates to ISIDC, PSUs will also submit Baseline Programme regarding fixing timeline for completion of the project with mutual consent. Milestone Chart [in reference to the Clause no B(6)] shall be submitted immediately after the award of the work to Contractor/Sub-contractor after due deliberation as the release of funds is linked with the completion of Milestone itself.
 - 2. PSUs will submit Performance Guarantee / Security @ 10% of the approved estimated cost in the form of DD or Bank Guarantee within 2 weeks of A / A & E / S, which would be kept valid upto 1 year after completion of the work.
 - 3. ISIDC shall release initial deposit amounting to 30% of the approved estimated cost against performance guarantee to PSUs within 15 days of submission of performance security based on demand as defined in para 2 above.

- 4. After Initial deposit, the subsequent release of fund shall be on re-imbursement basis.
- 5. The Fund subsequent to initial Deposit shall be released by ISID to PSUs within 4 weeks of submissions of request / demanded by PSUs along with the following documents:
 - I. Fund Utilization certificate on expenditure incurred for the earlier deposit made by ISIDC for the specific work to be signed by the concerned GM (Project).

Any unspent balance shall be adjusted while releasing the fund at subsequent stage.

C. Mutual Obligations

- 1. PSU shall be responsible for:
 - 1.1 Total Project Management including day-to-day supervision of works and executing the works as per the Standard Procedure/ practice, Codes, Books of Specifications etc.
 - 1.2 Execution of Works as per prescribed guidelines, maintenance of all project records, ensuring timely completion of work as per mutually agreed time schedule / milestones and within agreed Cost. PSU shall ensure adequate availability of men & material by their contractors for timely completion of the project. For ensuring that the projects, construction work including all the electrical and services work are upto the industry standards and comply with applicable building norms and regulations.
 - 1.3 Intimating Physical and Financial Progress of the Project and up to date Expenditure incurred on the Project on monthly basis.
 - 1.4 ISID has the right to inspect or monitor the projects, either itself or through Third Party, as and when it desires for assessing actual progress and quality of construction and any other aspects.
 - 1.5 Certifying and making payment of Bills of the Contractors / Agencies engaged by them and make available Final Statement of Accounts in Standard Format to ISID & also provide copies of Final Bills for all Contract Packages and other expenditure incurred related to Project Construction after the Completion of the Project. In addition, should ISID ask for any other details from PSU regarding Utilization of Fund at any stage, Detailed Estimates & Technical Sanctions, Award of Works, Running Bills etc., the same shall be provided by PSU readily. PSU shall adopt the BOQ estimate prepared by CBRI.
 - 1.6 Ensuring that its Contractor(s) implement required Health, Safety & Environmental (HSE) practices at the Construction Sites and they also comply with all Labour Laws / statutory obligations related to workmen deployed at the Construction Site, e.g. ESI, EPFO, dues etc. PSU will act as Principal Employer in respect of all Statutory Obligations related to workmen deployed at the site in execution of the Project work.
 - 1.7 Redressing and complying with the observations of CTE / CVC, Auditors, statutory Authorities, Local Bodies, Municipal Corporation etc. pertaining to the Project under ntimation to ISID. Providing all Project related information promptly to ISID

for replying to Parliament Questions, queries from various Constitutional & Statutory Authorities. In case of amount recommended for recovery from PSU by CTE, CVC / Statutory Authority, the same shall be applicable and binding on PSUs for compliance.

- 1.8 Managing the Project effectively and efficiently to ensure its completion with due diligence as per approve Plans & Specifications and in Terms and Conditions of the MoUs including taking all required pro-active measures to contain Time and Cost Overruns by providing stringent and elaborate enforceable Clauses to this effect in the Contract Documents of its Contractors for achieving the objective of completing the Project within Approved Cost and Time Period.
- 1.9 Providing Progress Reports to ISID in the form of CPM Network on monthly basis for reviewing of the progress of the work vis a vis Base Line Programme and taking all necessary remedial actions, after taking into account ISID's observations made in respect of quality and progress of the work during the monthly / periodic Project Review Meetings.
- 1.10 On completion of the Project, a Project Completion Report (PCR) shall be submitted by PSU duly bringing out the Final Project Completion Cost, Total Time period taken to complete the Project and also completed Project Components as against the approved Cost, Time and Project Components. The PCR shall be submitted along with Final Project Accounts including return of unspent balance amount to ISID within one month of settlement of final bills of the contractors / other agencies deployed on the project by PSU.
- 1.11 Intimating ISID about any excess expenditure likely to be incurred over and above the tender bid value and also about possibility of Time Overrun as soon as it comes to its knowledge along with reasons and justifications thereof for necessary approvals from ISID before committing / incurring the extra / additional expenditure. The certification by PSU will be valid for the extra expenditure provided pre-approval has been taken from ISID of Competent Authority at ISID.
- 1.12 Monitoring of Projects from concept to commissioning effectively & efficiently to ensure that desired / proportionate pace of progress is achieved progressively visà-vis mutually agreed Milestones & Timelines and approved Cost including taking all remedial measures well in time in case of slippages on these counts.
- 1.13 Observing due diligence and adopting all possible pre-emptive measures at various stages of project execution so as to avoid Arbitration / Litigation and other hindrances and the Project is completed within optimum cost and time in hassle free environment.
- 1.14 Defending all Arbitration and Court Cases arising out of execution of the works and examining the Arbitration Award/Decree of Court of Law/Tribunal by appropriate authority in PSU. ISID shall not be made party for any dispute between PSU and their contractors / sub-contractors.
- 1.15 Any Dispute and Differences relating to the meaning of the specification's designs, drawings and instructions herein before mentioned and as to the quality of workmanship of material used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution or failure to execute the same

whether arising during the progress of work or after the completion or abandonment thereof in respect of which, both the parties shall use their best efforts to settle amicably all disputes arising out of or in connection this contract or the interpretation thereof.

- 1.16 There shall be no profiteering on the project cost by PSUs. The PSUs shall pass the savings accrued in the project and interest earned by the Agency on deposit amount to ISID.
- 1.17 To provide 3 copies of the detailed tender documents (Detailed BOQ/ Technical Sanction etc) to ISID after finalization of the award of work to Contractor.
- 1.18 If the PSU delegates any part of its responsibilities or subcontracts any part of the work the said entity to which such a responsibility has been transferred to shall also be bound by all the provision of the Bidding Documents and shall be liable for any breach or wrongdoing in the same manner as the PSU.
- 2. ISID shall be responsible for:
 - 2.1 Approving Conceptual Plans, Initial and Revised Estimates. Milestones, Base Line Programme in the form of CPM Network, Signing of Project Specific MoU.
 - 2.2 Intimating Site Details, Space Requirements for Various Facilities, Special Requirements / Features and Broad Specifications for specialized Equipment's and Plants for facilitating Project Execution by PSU.
 - 2.3 Providing Salient information about the site and making the project site available free from encumbrances to PSU & providing CBRI's report.
 - 2.4 Releasing Fund to PSU on re-imbursement basis on their demands provided claim is submitted with required supporting documents.
 - 2.5 Permitting drawl of Ground Water, putting up Labour Camps / Huts inside the available space for facilitating construction by contractors engaged by PSU. PSU shall provide necessary support in obtaining permission of Local Body.
 - 2.6 Providing security clearance for PSU staff / contractors and their workers for working at Project site in case these are required. PSU shall provide necessary support.
 - 2.7 Settling and paying the final claims which may be decreed by a Court of Law, Labour / other Tribunal under workman compensation Act or any other Act / Law of Central or State or by award of an Arbitrator in relation to the dispute between PSU and their Contractor / Sub - Contractor / Vendor / Labour etc. subject to recovery from the PSU.
 - 2.8 **A.** If ISID decides to terminate this MOU or decides to drop / abandon the project after substantial preliminary work has been done by PSU on the project, both PSU and ISID shall mutually decide the extent and amount of work executed by PSU for payment by the latter to the former.

B. In case of abandonment of project / work by ISID during construction stage, ISID shall pay to PSU, after determining the value of the works, goods and

contractors' documents and any other sums due to them for work executed in accordance with the MOU, to help liquidate only such liabilities as were squarely needed towards construction / consultant agencies engaged on the project, to the extent those were incurred / committed (based on the documentary proof) for ISID project, in a fair and reasonable manner.

2.9 Permitting free access to PSU appointed Contractors' Materials and Workmen to the site of work and also helping PSU in taking connections for electricity and water required for construction.

D. Containing Cost & Time Overruns

- The Estimate, Milestones & Baseline Programme shall be prepared by PSU based on 1. mutually agreed Norms, Standards, Functional & Space Requirements, Timelines in the most comprehensive manner and with utmost care should be submitted to ISID. PSU will invite the NIT to get competitive rate / value for the project and the Bid value of Tender will be the base for future fund release. The approved Initial Project Cost & Timeline should not exceed during execution of the Project except for reasons like increase in cost index during construction period, richer specifications or extra / substituted work with the pre approval of ISID. In case of either increase in earlier approved cost or timeline, detailed reasons and justifications, based on verifiable facts and figures, shall have to be provided by PSU along with comprehensive proposals for revision in earlier approved Project Cost & Timeline, which shall be intensively examined by ISID in consultation with PSU before approval is accorded to their proposals. No expenditure over and above the earlier approved Project Cost shall be incurred by PSU without prior [written] approval of Competent Authority at ISID. Upward Revisions in either Cost or Timeline should be an exception rather than a rule and for achieving this objective, all required efforts shall be made by PSU.
- 2. PSU shall submit to ISID an Integrated Programme Chart for the execution of work showing clearly all activities from the start of work to completion with details of manpower and other input information required for the fulfilment of the timelines given therein. PSU will intimate ISID, Project Team, both on-site and off-site, starting from Director (Project) to Project engineer connected with execution of the Project. The Programme Chart should inter-alia include descriptive note explaining sequence of the various activities, CPM Network, Milestones etc. This will form Base Line Programme and the subsequent progress of the work shall be reviewed with reference to this during periodic Progress Review Meeting preferably monthly. Any increase in time period from the Base Line Value shall be construed as Time Overrun (TO). All efforts should be put by PSU to avoid Time Overrun as time is the essence of the MoU. Time period of completion of the project i.e date of start shall be reckoned from the date of Signing of MoU by ISID.
- 3. PSU in its' tender for execution of work shall incorporate suitable provisions to levy penalties on contractor in case the work is delayed beyond justifiable timeline.
- 4. Progress Review Meetings preferably monthly shall be held between PSU and ISID for reviewing the progress of Projects based on Base Line Programme / Milestones etc. and also for resolving co-ordination issues, if any including fixing priority of some buildings, facilities and services for their early completion and handing over to ISID for putting them to use for intended purpose. PSU shall appoint a Nodal Officer at Delhi who shall coordinate with ISID on regular basis for better co-ordination and effective monitoring of the Project. PSU will also designate a nodal officer in respect of specific project for coordinating with ISID. Such designated nodal officer shall be suitably empowered and authorized to take decisions in project related issues so that delays are minimized for achieving timely completion of project.

5. Indemnity Clause

The PSU herby agrees to indemnify and keep the ISID indemnified from and against any financial loss (including reasonable counsel fee) or damages caused to the ISID arising out of misrepresentation, negligence, misconduct and/or misdemeanor or any breach of applicable laws or of the provisions of this Agreement on the part of the PSU or any of its employees/ agents/ sub-contractors/ labours/ workers etc.

The PSU shall indemnify, defend, and hold harmless ISID, its officers, directors, employees, agents, and assigns (collectively, the "Indemnitees"), from and against any and all claims, losses, expenses, damages, liabilities, and costs (including reasonable counsel fees and expenses) arising out of or in connection with any of the following:

- a. Any breach of this Agreement by PSU;
- b. Any claims arising out of PSU's use of the ISID's intellectual property;
- c. Any willful misconduct, negligence, recklessness, or unlawful act of the PSU or its agents or employees;
- d. Any third-party claims or actions related to the PSU's products, services, or activities; and
- e. Any claims arising out of any third-party products, services, or activities provided by PSU to the ISID.

PSU shall have the right to assume the defence of any claim covered by this indemnity clause, but ISID shall have the right to participate in the defence. PSU shall not settle any claim covered by this indemnity clause without the prior written consent of ISID.

The PSU further agrees that in the event any workman or labour engaged by the PSU or its employees/ agents/ sub-agents/ sub-contractors/ labours/ workers etc. on any basis that is full time/part time or contractual or casual, meeting with any accident arising out of or in the course of his/her employment as aforesaid resulting in any injury, partial disablement or total disablement of what-so ever nature to him/her and the ISID in addition to the principal employer, i.e., the PSU is being held liable to pay any amount of compensation by the authority under applicable laws, the PSU as the principal employer shall indemnify and keep indemnified the ISID against such liability for compensation and also for all costs charges and expenses if any incurred by the ISID in defending the claim for compensation by such worker or his legal representative and shall pay the same to the ISID on demand failing which the ISID will be entitled to recover the same that is the amount of the compensation awarded and the cost of charges and expenses referred to above from the PSU by any due process of law and/or by deducting the same from the moneys payable to the PSU under the said agreement above referred to or otherwise.

It is further agreed between the parties that in the event of any accident occurring as aforesaid and claim for compensation being made by the worker or any other body else entitled to make the same under any applicable law, the ISID will be entitled to engage any lawyer or lawyers and defend the claim till the last stage of judicial process and the PSU will be liable to pay the ISID all cost charges and expenses reasonably incurred by the ISID in that behalf and the amount of such costs charges and expenses incurred and demanded by the ISID shall be binding on the PSU and it shall not be entitled to dispute the same.

E. Defect Liability Period

The Defect Liability Period shall be one (1) year from the date of completion / Handing over of project.

F. Redressal of Disputes

1. As dispute resolution mechanism for implementation of the provisions of this MoU, at the first instance the issues involved shall be brought up before DCE, ISID and concerned PSU for their resolution within 10 days of dispute arising. The resolution to the dispute at this level shall be made within reasonable time frame. In case, however, disputes / differences between the parties do not get resolved, the matter shall be referred to a Committee comprising of a Nominee of Head- ISID, and a Nominee of CMD, PSU, who shall be above the level of ED in the respective organizations. The above said Committees shall submit a comprehensive report and recommendation to Head-ISID and CMD, PSU for facilitating final decision in the matter.

In case of dispute still persisting, the matter will be referred for settlement as per Govt. of India Guidelines issued vide DPE OM No.0S/000 3/20 19- FTS-10937 dated 14.12.2022 (as updated or latest amended) on administrative mechanism for resolution of CPSE disputes, through Head-ISID.

G. Amendment

- 1. No amendment in Terms & Conditions of this MoU shall be valid and effective unless it is in writing and duly signed by both, authorized representatives ISID and PSU. Each party shall give due consideration to any proposal for amendment / modification made by other party within reasonable time frame and with proper reasoning thereof.
- 2. Provisions made in respect of deposit works in PSU's Works Manual, if any shall stand modified to the extent of the stipulations made in this MoU for execution of ISID works by PSU.
- 3. The Corrigendum / Addendum / Notice if any issued, Inviting Tender (NIT) which is an invitation to offer and MoU with complete terms and conditions, is an integral part of tender documents

For and on behalf of PSU	For and on behalf of ISID
Signature	
Name	Signature
	Name
Designation	Designation
Witness 1	Witness 2
Signature	Signature
Name	Name
Designation	Designation
Date :	
Place : Delhi	
INTEGRITY PACT (On Bidder's Letter Head)

To Deputy Chief Executive (Admin), Indian Statistical Institute Delhi Centre New Delhi-110016

Subject:

Dear Sir,

I / We acknowledge that ISID is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender / bid document.

I / We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I / We will stand disqualified from the tendering process. I / We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I / We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender / bid is finally accepted by ISID. I / We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article - 1 of the enclosed Integrity Agreement.

I / We acknowledge that in the event of my / our failure to sign and accept the Integrity Agreement, while submitting the tender / bid, ISID shall have unqualified, absolute and unfettered right to disqualify the tenderer / bidder and reject the tender / bid in accordance with terms and conditions of the tender / bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 2024.

BETWEEN

Dy. Chief Executive (Admin), New Delhi, 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

(Details of the duly authorized signatory)

PREAMBLE

WHEREAS the Principal / Owner has floated the Tender (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for: -

Name of Work: Rehabilitation of Platinum Jubilee Hostel at ISI Delhi Centre New Delhi-110016 On deposit mode basis.

Hereinafter referred to as the "Contract".

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

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

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

Article 1: Commitment of the Principal/Owner

- 1. The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - c. The Principal / Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- 1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans,

technical proposals and business details, including information contained or transmitted electronically.

- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach:

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the

Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3. **Criminal Liability**: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression:

- 1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

- 1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact:

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, PSU.

Article 7- Other Provisions:

- 1. This Pact is subject to Indian Law, place of performance and jurisdiction is the headquarters of the Division of the Principal/Owner, who has floated the Tender.
- 2. Changes and supplements need to be made in writing. Side agreements have not been made.
- 3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- Legal and Prior Rights:

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

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

(For and on behalf of Principal/Owner)

(For and on behalf of Bidder/Contractor)

WITNESSES:

1. (Signature, name and address)

2. (Signature, name and address)

Place:

Dated:

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD (On Bidders Letter head)

Bid Security Declaration Form

Tender No. _____ Date:_____

To Deputy Chief Executive (Admin) ISI Delhi Centre

Sir,

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b. having been notified of the acceptance of our Bid by the Client during the period of bid validity (i) fail or reuse to execute the contract/MoU, if required,

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

Signature of the Authorized Signatory,

Name and Designation with the stamp

FORM OF SOLVENCY CERTIFICATE FROM A SCHEDULED BANK

This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

(Signature) For the Bank

Note: In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

Date:

Signature of the authorized signatory

Place:

S.No	Particulars	Details to be filled in
1	Name of Organization	
2	Address	
	Telephone No.	
	1	
	Fax No.	
	Email ID	
3	Year of Establishment/incorporation	
4	Status of Firm (PSU/Govt. Dept.)	
5	Name(s) of the persons along with their	
	designation, who is authorized to deal with ISID	
6	Contact Details:	
	Name of Contact Official:	
	Name of Contact Official.	
	Designation:	
	Mobile No.:	
	Tel.No.:	
	Fax No:	
	e-mail id:	

General Information Organization Details

Signature of the Authorized Signatory,

Name and Designation with the stamp.

STRENGTH OF KEY TECHNICAL PERSONNEL

Organization Setup of the Project Management Consultant (PMC) in respect of Architect, Civil, Structural, Electrical, Mechanical/HVAC Engineers, etc.

S.	Name of the	Number of	Average	Remarks
No	Technical Area	Technical	experience	
		Personal available	at various levels	
		at various levels		
		on regular basis		
1	Architecture			
2	Civil			
3	Structural			
4	Electrical			
5	Electro –			
	Mechanical			
	Equipment and			
	Services			
6	Others (if any)			

Signature of the Authorized Signatory,

Name and Designation with the stamp

LIST OF PROJECT MANAGEMENT CONSULTANCY ASSIGNMENTS COMPLETED IN LAST 7 YEARS ENDING 31-03-2023

S. No.	Name of Work/ Project with location	Short description of Consultancy assignment	Name and address of Owner/ Client	Cost of Work/ Project#	Date Star Wor Proj	t of ˈk/	Date of Completion of Work/ Project		Bonus/ Liquidated damages if any imposed on PMC	Any other Relevant Information

NOTE:

The values of completed works shall be brought to the current costing level by enhancing the actual value of work at a simple rate of 7% per annum calculated from date of completion to last date of receipt of application for bid document.

*Work / Project means Project Management Consultancy work. The list of works/ project mentioned should be substantiated with documentary evidence such as work orders or contract agreement or completion certificates from the owner/ client.

** Completion certificate from client (not below the rank of Executive engineer/Project Manager) shall be submitted in support of claim of completion.

The following documents are to be enclosed for each of the above work:

- a. Completion Certificate from appropriate Authority of Client Organization mentioning value of work completed.
- b. Copy of Award Letters
- c. Other Relevant Documentary evidence, (if any) to substantiate the Credentials of Project Management Consultant (PMC) like Memorandum of Associations, Articles of Associations etc.

Date:

Signature of the Authorized Signatory

Form-D

LIST OF MAJOR PROJECT MANAGEMENT CONSULTANCY PROJECTS IN PROGRESS

S. No.	Name of Work/ Project with address	Short description of Consultancy assignment	Name and address of Owner/ Client	Cost of Work/ Project	Date of Start of Work/ Project	Date of Completion of Work/ Project	Status/ Progress of work/Percen tage completion	Expected date of completion	Any other Relevant Information

NOTE:

Work / Project means PMC work. The list of works/project mentioned should be substantiated with documentary evidence such as work orders or contract agreement or certificates.

Place:

Signature of the Authorized Signatory

Date:

Form-E

S.No	Financial Year	Fees Earned(Rs.)*	Remarks
1	2018-2019		
2	2019-2020		
3	2020-2021		
4	2021-2022		
5	2022-2023		

Turnover for last five years

* In terms of rendering Project Management Services only.

In addition to the above, the applicants have to submit the following documents/ Information:

- a. Copies of Audited Balance Sheet(s) and Profit & Loss Accounts for last five (5) financial years ending March 2023 duly certified by the Chief Finance Officer/ Financial Adviser.
- b. Copy of Valid GST Registration Number.
- c. Copy of PAN/ TAN.
- d. Copies of Registration certificates in fulfilment of all Statutory Obligations pertain to their areas of activities.

Date:

Dated Signature of Chartered

Accountant with Seal and Membership Number

Signature of the Authorized Signatory

TO WHOM SO EVER IT MAY CONCERN

- 1. It is certified that our organization ______ is having in-house capability of carrying out Project Management consultancy services as laid down in similar works mentioned in eligibility criteria.
- 2. It is certified that our PSU/Govt. Dept. ______ is not black-listed by any other Govt department/organization/Autonomous body.
- 3. It is certified that No adverse comments / cases registered/ actions taken by CAG/CVC/CTE/CBI/Other constitutional agencies against the agency.
- 4. It is certified that our organization is financially sound and technically competent to take up the original works in terms of revised Rule 133 (2) / 133 (3) of GFR-2017 from other Govt. Departments/Organizations.
- 5. It is further certified that all information/ data furnished in the 'Application form and Annexures' for the concerned work are true to the best of our knowledge and belief.

Date:

Signature of the authorized signatory

Place: