

**भारतीय राष्ट्रीय उपभोक्ता
सहकारी संघ मर्यादित**
(भारत सरकार, उपभोक्ता मामले मंत्रालय)



**National Co-operative Consumers'
Federation of India Ltd.**
(Ministry of Consumer Affairs, Govt. of India)

फ्लैट नं० 10-13, दूसरी मंजिल, नवीन मार्केट, कानपुर - 208 001 • Flat No, 10-13, Second Floor, Naveen Market, Kanpur - 208 001
फोन/Phone : 0512-2331535 • ई-मेल/E-mail : nccfkanpur@gmail.com, nccfkn@gmail.com

NCCF/KNP/Const./2021-22/ 739

Dated :- 29.10.2021

Email Id. -nccfkn@gmail.com

Mob No.- 9893270235

Tender Notice

NCCF has been appointed as Executive Agency/PMC for construction of Project namely (1) Vertical Extension of Existing Boys Hostel Building (a) Vertical Extension of Sri A.M. Khawaja Hostel (B) Vertical Extension of Dr. B.R. Ambedkar Hostel (c) Vertical Extension of Dr. Allama Iqbal Hostel and (2) Construction of Hostel for Foreign Students (100 Bedded) by Jamia Millia Islamia, Central University, New Delhi. Approximate value of work is Rs. 28 Crore.

The interested registered business associate of Kanpur branch, who are willing to execute above work on EPC mode may submit their rates to Kanpur branch office latest by 05.11.2021 upto 12.00 noon. The details of work and conditions are attached.

The interested business associates are requested to visit the site if required. The offer shall be submitted along with EMD of Rs. 5.60 Lacs by way of DD in favor of MD, NCCF. The accepted rates by the client may be confirmed/checked from BM, Kanpur (0.8 % below rates have been accepted)

Based on accepted rates, margin offered to NCCF by the bidder may be submitted in sealed cover along with tender documents signed on each page. Minimum reserved margin rates are 4.0% The offer of the bidder offering highest margin shall be considered subject to fulfilling other conditions as per system improvement measured for NCCF works dated 29.09.2020.

Non-empanelled bidders can also be participate however if selected they will have to get registered before award of work.

The preference will be given to the empanelled business associate. Conditional bid will not be considered.

NCCF reserves the right to reject any or all the proposals/rates received without assigning any reasons at any time.

Encl: As above.

Place: Kanpur


(A.K.Singh)
Branch Manager



JAMIA MILLIA ISLAMIA

(A Central University, Act of Parliament)

Maulana Mohd. Ali Jauhar Marg New Delhi, Delhi 110025

EXPRESSION OF INTEREST

FOR

**PROJECT MANAGEMENT CONSULTANCY (PMC)
SERVICES**

TO

JAMIA MILLIA ISLAMIA

FOR

CONSTRUCTION OF HOSTELS

Website: <http://www.jmi.ac.in/>

JAMIA MILLIA ISLAMIA
(A Central University, Act of Parliament)
Maulana Mohd. Ali Jauhar Marg New Delhi, Delhi 110025

EOI. No. PU/REG/PMC/2021-22/01

Date: 14.09.2021

“Expression of Interest”

EOI - SELECTION OF PSUs FOR CONSTRUCTION PROJECTS,
MANAGEMENT, SUPERVISION AND EXECUTION OF CONSTRUCTION
PROJECTS IN THE JAMIA MILLIA ISLAMIA CAMPUS FOR A PERIOD OF
TWO YEARS OR TILL COMPLETION OF PROJECT

Probable Project Amount - Rs.28 Cr. Earnest Money - Rs. 5.6 Lakhs

Due date of the Receipt of the Offers 27.09.2021

Up to 3.30 p.m. In the office of the Registrar, Registrar Secretariat, Jamia Millia
Islamia, New Delhi-11025

Cost of the Tender Form

Rs. 5000/- (Rupees FIVE Thousand Only) [D.D. Only]

JAMIA MILLIA ISLAMIA
(A Central University)
Maulana Mohd. Ali Jauhar Marg New Delhi, Delhi 110025

EOI. No. PU/REG/PMC/2021-22/01

Date: 14.09.2021

EXPRESSION OF INTEREST

JAMIA MILLIA ISLAMIA, a Central University, invites "Expression of Interest" from reputed "Public Sector Undertakings", for the SELECTION of Agency for Construction Projects, Management & Supervision, for execution of Construction Project/s (Civil, Electrical, Mechanical), works in JAMIA MILLIA ISLAMIA CAMPUS for period of two years or completion of project

Details & the Formats regarding the EOI Can be seen, downloaded from the Website: <http://www.jmi.ac.in/>

Sealed Offers addressed to the Registrar, Registrar Secretariat, JAMIA MILLIA ISLAMIA should reach the Registrar Secretariat, before 3.30 pm on or before 27.09.2021. The University is not responsible for any delay in receiving the documents and reserves the right to accept/ reject any or all application/s without assigning any reason thereof.

REGISTRAR
Jamia Millia Islamia
New Delhi

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SELECTION OF PSUs FOR THE CONSTRUCTION PROJECTS, MANAGEMENT, SUPERVISION AND FOR THE EXECUTION OF CONSTRUCTION PROJECTS WORKS IN THE JAMIA MILLIA ISLAMIA CAMPUS FOR A PERIOD OF TWO YEARS OR COMPLETION OF PROJECT

Invitation for Expression of Interest (EOI) for the SELECTION of Agency for Construction Projects, Management, Supervision & for the execution of Construction Project/s (Civil, Electrical & Mechanical) at Jamia Millia Islamia New Delhi

JAMIA MILLIA ISLAMIA invites on line bid from the Public Sector Undertakings (PSUs) (Central) of national Repute, for the Empanelment of Agency for the construction Projects, Management & Supervision for the construction Projects (Civil, Electrical & Mechanical), at Jamia Millia Islamia ,for a period of two years for 28 Crores Approx. Projects) for which, the following are the eligibility Criteria.

1.0 ELIGIBILITY CRITERIA:

- 1.1 Bidding Public sector undertaking (Central/ State should have satisfactorily rendered the Services Construction Project Management & Supervision, for the execution Construction project similar work for, as mentioned in the scope of work in this EOI
- 1.2 PSU should be a profit making organization during the last seven years.
- 1.3 PSU should have experience as Architectural and Project Management Consultant for Construction of a completed building complex project with minimum value of Rs. 100 Crores during the last seven years
- 1.4 PSU should have also EXPERIENCES IN CONSTRUCTION of an Institutional Building Projects with minimum value of Rs 28 Crores during the last seven years including Hostel
- 1.5 PSU should have completed one Building Project with minimum of G+6 stories structure during the last seven years
- 1.6 Enhancement to the Project Cost will be applicable @ 7% per annum (on priorities basis) from the date of submission of Bids to the date of completion of the Projects.
- 1.7 Average Annual Turnover of the PSU should be 05 times of estimated amount of project during the last five years duly certified by the statutory Auditor of the PSU
- 1.8 The PSU should not have been Black listed by any Institution in the last five years

SALIENT INFORMATION		
S.No.	ACTIVITY	DATE/ TIME
1.	Availability of Bid Documents on the Website (www.jmi.ac.in), Bid Cost (Non-refundable) Rs. 5,000/-. The D.D. has to be enclosed in the Envelope-I.	14/09/2021
2.	Date of Pre-Bid Meeting and Site Visit (Venue: Committee Room, Registrar Secretariat, Jamia Millia Islamia)	22/09/2021 3:00 PM
3.	Last Date/Time of the Submission of Sealed Bids to the below mentioned address: To The Registrar, Jamia Millia Islamia, Jamia Nagar New Delhi 110025	27/09/2021 3:30 PM
4.	Opening of the Technical Bids (Venue: JAMIA MILLIA ISLAMIA)	27/09/2021 04:30 PM
5.	Presentations, Opening of Financial Bids & Declaration of Final Results (Venue: JAMIA MILLIA ISLAMIA)	Will be intimated On the website
<u>Important Note:</u>		
<ol style="list-style-type: none"> 1. Changes/Corrigendum if any, in the EOI will be duly notified on the University Website: www.jmi.ac.in 2. List of Eligible Bidders shall be displayed on the University Website after the Evaluation of Technicalities. 3. Date of the Presentations, Opening of Financial Bids & Declaration of Final Results will be displayed on the University Website www.jmi.ac.in. in respect of technically Qualified Bids. 4. Only the Eligible Bidders shall be allowed to participate in the Presentation & Onward process. 5. EMD: Amount Rs. 5.6 Lakhs in the form of DD to be enclosed in the Envelope-I. 6. The DD for Bid Cost and DD for EMD must be submitted separately. 7. The DD should be drawn in favor of "Registrar, JAMIA MILLIA ISLAMIA, Jamia Nagar Okhla New Delhi 110025 on Scheduled Bank Payable at New Delhi. 8. The Bid received without the Bid Cost and the EMD shall not be acceptable. 		

2. SUBMISSION OF APPLICATIONS:

Important: The Bid must be duly signed by an Authorized Signatory, who has been duly authorized by the concerned PSU. For which a Power of Attorney in the Format (Appendix-IV) must be submitted along with the Technical Bid.

2.1 The Bidder may download the Bid Documents for Expression of Interest (EOI) from the Website of University (www.jmi.ac.in). The Bid Cost (Non-refundable) of Rs.5,000/- in the form of Demand Draft in favor of "Registrar", *JAMIA MILLIA ISLAMIA,* drawn on any Scheduled Bank payable at New Delhi-110025 is to be enclosed in the Envelope-I along with the Bid. The Bid received without the Bid Cost shall not be acceptable.

2.2 The Bid along with the supporting Documents fulfilling the Eligibility Criteria should be submitted in a Sealed Envelope as mentioned below:

2.2.1 Mode of Submission of Sealed Bids:

The EOI Document/Bid shall be submitted in Two Parts (Part—A & Part—B) as under, enclosed & sealed in a Single Envelope:

Part-A:

Envelope-I: Earnest Money Deposit: containing EMD amount of Rs. 5.60 Lakhs in the form of Demand Draft in favor of "Registrar, JAMIA MILLIA ISLAMIA", drawn on any Scheduled Bank payable at New Delhi – 110025.

Envelope-II: Technical Part: Containing EOI, with all the relevant information and Documents of Turnover, Profit, Experience, Key Personnel, In-House Testing Facility, Awards, Documents relevant for evaluating the Bidder etc. as per the attached Formats in the Appendix-I. Only those Technical Bids whose EMD attach will be opened.

Part-B:

Envelope-III: Financial Bid: Containing the Financial Bid as per *Appendix-II*. All the Three Envelopes (I, II & III) shall be sealed separately and shall bear markings indicating the Part of the Bid. These Three Envelopes in turn shall be enclosed and sealed in an Outer Envelope marked "EOI for PMC for Construction Projects, works of Jamia Millia Islamia University, EOI Notice No. PU/REG/PMC/2021-22/01, dated 14.09.21. The Financial bid of only Technically Qualified Bidders fulfilling the criteria laid down in this in this EOI shall be opened subsequently. The relevant information in this regard will be displayed on the University Website: <http://www.jmi.ac.in>

2.3 Financial Bid:

The Bidder shall quote the Service Charges in percentage (%) towards Construction Project Management & Supervision for the Execution of Construction Project (Civil, Electrical & Mechanical), works at JAMIA MILLIA ISLAMIA JAMIA NAGAR OKHLA NEW DELHI 110025

2.4 Date of Pre-Bid Meeting for any query and clarification: 22/09/2021.

2.5 Last date for Receipt of Bids at 3:30 PM on 27/09/2021

2.6 Date and Time of Opening of the Sealed Bids at 04:30 PM on 27/09/2021 (Venue: Committee Room, Registrar Secretariat, JAMIA MILLIA ISLAMIA Jamia Nagar, New Delhi 110025,

2.7 **DISQUALIFICATION:** The University may disqualify Bids on account of the following reasons:

- (i) If the Bid is received after the last date and time.
- (ii) If the Bid is submitted other than by Speed/Registered Post or physically as per scheduled date & time
- (iii) If the Bidder disregards any of the Terms & Conditions of the Bid and/or leaves any ambiguity in calculation of the Consultancy Fee.
- (iv) If the Bidder attempts to influence any member of the Expert Panel.
- (v) If the Bid is conditional.
- (vi) If the Bidder provides any misleading information or conceals any information.
- (vii) If the Bid is received without the Bid Cost and the EMD.
- (viii) If the Bidders make any corrections, additions, alterations in the downloaded Bid document.
- (ix) If the Bidder is under a Declaration of Ineligibility for Corrupt and Fraudulent Practices issued by the Government of India (GOI), State / Central Government, or any other of their Agencies/Instrumentalities.
- (x) Non-fulfillment of any of the Eligibility Criteria as per EOI.
- (xi) The Bid submitted without the Power of Attorney as per *Appendix-IV*.

The decision of the University in the matter of disqualification shall be final and binding and no further correspondence shall be entertained from any disqualified Bidder thereafter.

2.8 INSTRUCTIONS TO BIDDERS:

- 2.8.1 The University reserves the right to modify unilaterally any part of this Document at any stage of the Selection of the PSU as per its own requirements in the interest of the University.
- 2.8.2 All the provisions in this document and future documents to be issued by the University in connection with this Consultancy Work are supplementary and complementary to each other and are not to be read in isolation.
- 2.8.3 The Bidders are advised to visit the University Website: www.jmi.ac.in regularly for the latest updates & clarifications regarding this EOI and subsequent stages.
- 2.8.4 In the interest of the University, the University reserves the right to:
- i. Accept or reject any or all Bids for this EOI without assigning any reason, whatsoever.
 - ii. Amend the selection process at any stage without assigning any reason, whatsoever.
 - iii. Amend the provisions of this EOI or any other documents issued at any stage of selection without assigning any reason, whatsoever.
 - iv. Amend the scope of work without assigning any reason, whatsoever.
 - v. Debar the Bidder, if during the process of selection or later at any stage, it is found or discovered that Bidder has/ had provided incorrect/misleading information or material, misrepresentation or concealment of information, sought by the University and
 - vi. Close the invitation at any stage without assigning any reason, whatsoever.
- 2.8.5 The Technically Qualified Bidders, if interested can attend the opening of the Financial Bids.
- 2.8.6 In case the last date fixed for the submission of the EOI is declared as the holiday/off-day, the next working day shall be deemed to be the last date.
- 2.8.7 The University reserves the right to verify the particulars furnished by the Bidders independently and to obtain feedback from Clients of the PSUs for whom, Consultancy Services had been carried out by them.
- 2.8.8 The University may at its discretion, hire the services of an Independent Agency for Quality Audit for checking and ensuring the quality of construction to which the PSU will render due assistance in discharge of their duties.
- 2.8.9 The Construction Work is open to Technical/ Quality Audit by any Authorized Government Agency to which the PSU will render assistance in discharge of their duties.
- 2.8.10 PSU will ensure adherence to relevant CPWD Specifications, relevant GFR, BIS Codes, CVC Guidelines, Environment and other Regulatory Requirements and will also ensure

observance of all Formalities / Documents / Day to Day activities as defined in CPWD Works Manual for Execution of 'Works Contract' and/or as directed by the University from time to time.

- 2.8.11 The University reserves the right to reject any Application / Bid without assigning any reason, and to restrict the list of Agency to any number deemed suitable in the interest of the University.
- 2.8.12 Mere fulfilling the criteria laid down in this EOI does not entitle/guarantee the Bidder to be shortlisted/selected/awarded the Consultancy Services at JAMIA MILLIA ISLAMIA.
- 2.8.13 The Bidders are advised not to make any corrections, additions, alterations in the downloaded Bid document. In case, any corrections, additions, alterations are made in the downloaded Bid Documents; such Bid shall summarily be rejected.
- (i) The EMD (without any interest) and the unopened sealed Envelope — III for all those Bidders who are not eligible as well as technically disqualified, shall be returned back to the Bidder through Registered Post.
 - (ii) The EMD without any interest shall be refunded / returned to the unsuccessful Bidders after signing of Agreement/ MoU with the selected PSU.
 - (iii) No exemption from depositing the EMD shall be allowed to any participating Bidder.
 - (iv) Validity of EMD shall be 3 months from the last due date of submission of EOI.
 - (v) EMD shall be forfeited in the following cases:
 - (a) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; and
 - (b) If the successful Bidder fails to execute the Consultancy Agreement within the stipulated time or any extension thereof provided by JAMIA MILLIA ISLAMIA.
- 2.8.14 The selected PSU/PSUs shall have to deposit @ 5% of the Consultancy Service Fee/ Charge, as the Performance Security in the form of DD drawn upon any Scheduled Bank in favour of "Registrar, Jamia Millia Islamia University" payable at New Delhi or as the Bank Guarantee for which the format shall be provided to the selected PSUs at the time of executing the MoU. This amount shall be refunded to the PSUs without any interest on successful completion of project including defect liability period, as will be laid down in the Agreement / MoU. In case of non-satisfactory performance, the University reserves the right to forfeit the Performance Security. On submission of Performance Security, as per above the EMD of the successful bidder will be returned.
- 2.8.15 The Period of Validity of Bids: The Bidder shall not be entitled to revoke or cancel its Bid or to vary the Bid given or any Term thereof.
- 2.8.16 The JAMIA MILLIA ISLAMIA reserves the right to seek additional detailed Status Reports as it may deem fit throughout the Project Period

- 2.8.17 The PSU shall work towards minimizing, if not total elimination of claims and disputes from the Contractors. While checking the Invoices and Bills submitted by the Contractors the PSU shall ensure recovery of advances including statutory recoveries and continued validity of securities, submitted by the Contractors towards fulfillment of their liabilities to the Works Contract.
- 2.8.18 The Procedures and Works Manuals based on which the Tender Documents to be prepared shall be as decided preferably on the basis of CPWD Manual or as directed by PSU.
- 2.8.19 The PSU shall monitor and ensure that the Contractor(s) carry out Works / Services in compliance of Environmental Standards, Safety of the Works, Safety of Personnel / Public, and Safety of Construction Equipment complying Environmental and Safety Standards as laid down in the Contract(s) and Quality Assurance Documents and Rules of the Local Bodies.
- 2.8.20 The PSU shall monitor and ensure that every incident at the Work Site is reported and recorded and that the Contractor takes Corrective and Preventive Measures for avoiding their recurrence. Further, it shall also inspect and report unsafe and inferior practices at the Work Site through Control Documents and ensure that the Contractor(s) takes Corrective and Preventive Measures to improve the practices to avoid accidents.
- 2.8.21 The PSU shall ensure the Contractor complies to GRIHA requirements, if necessary and obtain monthly GRIHA Compliance Reports and submits the same to the Jamia Millia Islamia University after their review. The PSU shall ensure compliance of Environmental safe. Guard Measures implemented by the Contractors.
- 2.8.22 The PSU shall ensure implementation of various Labour Laws, Rules and Regulations including Employee Provident Fund and other Welfare Measures by the Contractor(s) as per the extent provisions as laid down in the Contract(s).
- 2.8.23 The PSU shall be fully responsible for the soundness and correctness of all works executed by the Contractor, the soundness of design and the conformity of the work to the approved Plans, Designs and Specifications and Conditions of Contract applicable to the Subject Work.

2.8.24 PAYMENT And Its MODE:

- (a) The whole PMC Job will be distributed into several packages to determine/ specify the duration, contract value and professional fees.
- (b) In case of Construction activity, the University will deposit up to 33 % (Thirty Three percent only) of total Estimated Cost of the Project as an Initial Deposit with the PSU. Out of this Deposit Received, the PSU will release the payment to the various agencies.
- (c) Whenever about 70% of the Initial Deposit is spent by PSU, the University shall provide Additional Funds to the tune of next 33% (Thirty-Three percent only) of the Agreement cost on Written Demand with justification by PSU for timely completion of works
- (d) The Balance 34% (Thirty four percent only) of Agreement Cost shall be released to the PSU after utilization of 90% of the grant already released.

- e) **CPWD clause 10CA, 10CC in respect of escalation of labour and material will not be applicable in this project of Jamia Millia Islamia. In any case no escalation of sanctioned amount is 28 Crores will be paid 28 Crores by university.**
- f) Separate account of the university Funds will be maintained by the PSU in the Nationalized Bank.
- g) If any interest accrues in the bank on the deposit/advance given by the university, the same shall be credited to the Project Account of PU by the PSU.
- h) During the execution of the Projects, the Expenditure and Utilization Certificate will be forwarded by the PSU in an approved CPWD Format on monthly basis to the University.
- i) The PSU shall hold 5% Security Deposit of the Contractor which shall be released after the successful & satisfactory completion of Defect Liability Period for each package of work after a Certificate is submitted to the University by the Consultant stating that no defects are pending (for the works executed)
- j) The payment mode of Consultancy Fees / Service Charges of the PSU shall be as per the Agreement/ MoU between the PSU and JAMIA MILLIA ISLAMIA, New Delhi.

2.8.25 The Bidders are required to follow the guidelines as mentioned in Section 4 in this EOI.

2.9 Other Responsibilities of PSU:

- i. Settlement of all Accounts of the Contractors including reconciliation of materials supplied to the Contractors, if any.
- ii. Ensuring of Defect Liability Activities by the Contractors during the Respective Liability Periods.
- iii. Organizing/providing all operation and Maintenance Manuals through Contractors and training to the University Staff.
- iv. Preparation of Final Report, which shall contain detailed Technical & Financial Information of the Project.
- v. The PSU will ensure all possible Mandatory Tests at Site, as per relevant Indian Standard Codes / National Building Codes.
- vi. Checking & finalization of final estimates, assisting in the audit/ technical observation, etc. (if any)
- vii. Conduct Arbitration matters between various Agencies till final settlements of disputes.

- viii. The PSU shall prepare draft replies and get it vetted from the University in replying to the observations made by CTEs Branch/ CAG Audit/ Vigilance etc., if required.
- ix. The PSU shall handover the Buildings & other Structures complete in all respect, free from all encumbrances including the Vacation of Temporary Workers, Hutments etc. at the Site, if any, to the University.
- x. The PSU shall maintain all Registers/ Records during execution of Works as stipulated in the CPWD Works Manual (latest version) or as directed by the PUS.
- xi. At the end of every Financial Year and at the end of the Works/Services, the PSU shall submit an Expenditure and Utilization of Funds Statement, including the interest accrued in Bank, in the format of the CPWD Works Manual/UGC.

DESCRIPTION OF WORK

Pre-Construction Stage / Service Stage:

vertical extension of existing boys hostels (*Estimated Cost : 20 Crores*)

- (i) A.M. Khawaja boys hostel
- (ii) Allama Iqbal boys hostel
- (iii) Dr. B.R. Ambedkar boys hostel (Drawing are available)

Construction of hostel for Foreign student (100 bedded) (*Estimated Cost: 8 Crore*)

(a) Scope of Work:

- (i) Taking client's instructions and preparation of construction plan accordingly.
- (ii) Inspection evaluation and impact of existing and/or proposed development on its immediate environs
- (iii) Design and site development.
- (iv) Structural design.
- (v) Sanitary, plumbing, drainage, water supply and sewerage design.
- (vi) Electrical, Electronic, communication system and design
- (vii) Elevators, escalators, etc
- (viii) Fire detection, fire protection, lightning arresters and security system etc
- (ix) Interior architecture
- (x) Roads, pathways etc.
- (xi) Any other necessary work as per site requirement

Data collection:

Design and drawings are to be prepared.

- (i) The Architectural Preliminary Design documents shall include: Site plan & Landscape plan, Building floor plans, Sections and Elevations, Preliminary details, Enlarged plans, Preliminary Specifications, 3D rendering etc.

Drawings for Approval of client and statutory bodies:

- (i) To prepare drawings necessary for client's / statutory bodies approvals.
- (ii) Ensure compliance with relevant national codes, standards and legislation, as applicable.

Working Drawings and Bid Documents:

- (i) To prepare working drawings, specifications and schedule of quantities, necessary for preparing the Bid documents in accordance with the Standard Norms.
- (ii) To submit Bid documents including the detailed estimate & BOQ must be duly vetted and audited by the competent Technical personal of the PSU or any other Govt. Organization to the University Engineering Section/Authorized Officer before Bidding.
- (iii) On behalf of Jamia Millia Islamia University, the PSU will do pre-Bidding activities like preparation of notice inviting Bids, giving wide publicity of Bids, receipt of Bids and opening of Bids, as per norms of CVC/CPWD/University Guidelines and by that PSU
- (iv) On behalf of Jamia Millia Islamia University, the PSU will float the Bids, and award the work after the Approval of the JAMIA MILLIA ISLAMIA
- (v) The PSU will also conduct Site Survey and Soil Investigations (if required).
- (vi) The PSU has to take approval from Local Statutory Bodies (as required)
- (vii) The PSU will submit the Good for Construction (GFC) drawings in Seven Sets for approval to the University Engineering Section before starting the Construction Work of the Project.
- (viii) GFC will also include the Mechanical, Electrical & Plumbing (MEP) Drawings, and all required Architectural drawings duly approved by Local Statutory Bodies (if required), Structural Drawings- proof checked/vetted by Govt. Agency or Govt. Institutions, External Development details, Drawings & Documents etc.
- (ix) The University Engg. Section will issue the GFC drawings to the PSU after taking due approval from Competent Authority for its execution
- (x) The PSU will also conduct Site Survey and Soil Investigations (if required).
- (xi) The PSU has to take approval from Local Statutory Bodies (as required)
- (xii) The PSU will submit the Good for Construction (GFC) drawings in Seven Sets for approval to the University Engineering Section before starting the Construction Work of the Project.
- (xiii) GFC will also include the Mechanical, Electrical & Plumbing (MEP) Drawings, and all required Architectural drawings duly approved by Local Statutory Bodies (if required), Structural Drawings- proof checked/vetted by Govt. Agency or Govt. Institutions, External Development details, Drawings & Documents etc.
- (xiv) The University Engg. Section will issue the GFC drawings to the PSU after taking due approval from Competent Authority for its execution.

Planning and Co-ordination:

The PSU will do Execution Planning Work, Resource Planning, Scheduling and Implementing Construction Programs to complete the Project and Works/ Services in time. Ensuring proper Quality Control and Safety Practices (in the planning and coordination phase, the PSU should develop safety procedures as per (Occupational Safety and Health Administration) OSHA or any other prevailing & relevant Body. These should then be implemented during Construction and Service Works).

Preparation of Periodical Reports relating to Time, Cost and Quality.

Manage the contracts according to the terms and Conditions of Contract.

Preparation of monthly Progress Chart and Cash Flow Statement for each project, Housekeeping, Security, Horticulture, NR Minor Addition/ Alteration/ Maintenance Works separately, for the University.

Payment of bills to the contractor will be released after verification and approval by the Nodal Officer, Jamia Millia Islamia University.

Construction / Service Works Supervision:

Deploy requisite number of qualified and experienced Engineers and Architects in the relevant field at site to supervise the day-to-day works and also to monitor the all Architectural progress of works as per approved Drawings, Construction Procedures, Quality Control in house and also Third Party testing and setting of Site Laboratories for effective Quality Control, Safety Practices and to ensure quality in day-to-day work as per Specifications and Standards.

The PSU should provide a quarterly update on the progress of work and expenditure to Jamia Millia Islamia University and review the completed tasks and detail specific steps and measures to be implemented for tasks with delays in schedule.

Check all the measurements recorded in the Measurement Books by Contractor at Site with respect to approved drawings and certify the accuracy.

Check the Bills submitted by the Contractor and certifies its accuracy.

To make all correspondence with the Contractors for proper execution of work as per GFC in time.

Co-ordinate with all Agencies working at Site and liaise with Local Authorities for obtaining appropriate Permissions / Commencement Certificates, etc.

Conduct frequent Periodic Meetings with the contractors/.

The testing of materials, design mix, any other test to be carried out, for quality control during construction of the Project, must be done as per the relevant provisions of the Indian Standard (IS) Codes and National Buildings Code.

The PSU will be solely responsible for any deviation in the Work executed under its PMC project service provider if it is executed without the approval of the Jamia Millia Islamia University. No extra / substituted item should be executed without prior approval of the competent authority.

Post Construction:

Ensure proper commissioning and handing over for occupation for the completed project in all respect including external development & approaches.

Ensure maintenance during the defect liability period (12 Months) after successful

handing over the completed project to the JAMIA MILLIA ISLAMIA.

The PSU will be solely responsible for any financial, technical and legal issues related with the construction project other service works entrusted to that PSU.

The PSU will submit all relevant final drawings in 3-Sets after completion of the Project to the University Engineering Section of the JAMIA MILLIA ISLAMIA.

The PSU will also submit the Guarantee/Warranty related Documents for the accessories, equipment, appliances, fixtures, fittings etc. installed/fixed in the completed Projects.

The PSU will hand over a Certified Copy of the material testing report, design mix report, any other tests carried out as per the relevant IS Code/National Code provisions for the completed projects to the JAMIA MILLIA ISLAMIA.

Projects Completion Time:

All Projects should be completed in all respect before 31st March 2022 and there will no extension of time after 31st March 2022.

4. GUIDELINES FOR THE BIDDERS:

The various information sought in the enclosed Forms should be furnished in complete in all respect.

The Bids should be Type written and should be signed by the Authorized Person/ Bidder.

If any information furnished by the Bidder is found to be incorrect immediately or at a later stage/ date, the Bidder is liable to be debarred from taking part in any Bid of JAMIA MILLIA ISLAMIA and the EMD deposited by the Bidder shall be forfeited.

The following words and expressions have the meaning hereby assigned to them.

- a. Employer: Registrar, JAMIA MILLIA ISLAMIA, Jamia Nagar New Delhi 110025.
- b. Bidder : Public Sector Undertakings
- c. Year : Financial Year
- d. GFC : Good for Construction.
- e. PMC : Project Management Consultancy.
- f. IS : Indian Standard.
- g. CQCCBS : Combined Quality cum Cost Based System
- f. NR : Non-recurring

Signing the Bids:

The Bid shall be signed by a person who is competent and authorized by the concerned PSU for which an Authorization Letter shall be submitted in original.

The particulars furnished regarding the work to be executed through this Bid are provisional and liable to be modified as and when required in the interest of the University on the basis of needs and funds availability.

Letter of Transmittal and Forms 'A' to 'G' seeking information/documents are given in *Appendix-I*, should be furnished along with Relevant Certified Documents.

All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant Column. Even if no information is to be provided in a Column, a 'nil' or 'no such case' entry should be made in that Column. If any particulars/ query is/are not applicable in case of the Bidder, it should be stated as 'not applicable'. The Bidders are cautioned that not giving complete information called for in the Application Forms or not giving it in clear terms or making any change in the prescribed forms or deliberately Suppressing the information shall result in the Bidder being summarily disqualified. Sealed Bids shall be submitted only through Speed/ Registered Post. No other mode of the submission of Bid shall be accepted.

The Bidder should sign and affix his Office Seal on each Page of the EOI Document downloaded/obtained from Jamia Millia Islamia University Website (www.jmi.ac.in.in).

Overwriting must be avoided. Corrections, if needed, should be made by striking out by Single Line, the incorrect sentence/word and rewriting by the Authorized Signatory with signature and date. The Bidder may furnish any Additional Information, which is deemed necessary to establish capability to successfully complete the envisaged Project/Services. Pages of the pre-qualification documents are numbered. Additional Sheets, if any, added by the Bidder, should be numbered. All these should be submitted as a package in bound form with signed Letter of Transmittal. Superfluous Information need not be furnished and no information shall be entertained after submission of EOI Document/Bid.

References, Information and Certificates from the respective Clients certifying suitability, technical know-how or capability of the Bidder should be signed by an Officer not below the rank of the Executive Engineer or equivalent.

Any information furnished by the Bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from taking up the Project.

The EOI Document in Prescribed Form duly completed and signed should be submitted in Hard Copy (Original), in bound form in a Sealed Cover. The Sealed Cover super-scribed as, "EOI for PMC for Construction Projects, of Jamia Millia Islamia University", EOI Notice No. PU/REG/PMC/2021-22/01 Dated 14.09.2021 shall be received in the Office of Registrar, Registrar Secretariat, JAMIA MILLIA ISLAMIA UNIVERSITY (A Central University), Jamia Nagar New Delhi 110025 on 27.09.2021 upto 3:30PM

Documents submitted by the Bidders in connection with this EOI will be the property of JAMIA MILLIA ISLAMIA.

JAMIA MILLIA ISLAMIA reserves its right not to respond to any such query which it thinks not essential in the interest of the University.

JAMIA MILLIA ISLAMIA is not bound to accept any or all the EOIs. JAMIA MILLIA ISLAMIA reserves the right to reject any or all EOIs in the interest of the University (Jamia Millia Islamia University) without assigning any reasons, thereof. No Bidder shall have any cause of action or claim against Jamia Millia Islamia University or its Officers Employees, Advisers, Agents, Successors or Assignees for rejection of this EOI.

Failure to provide information that is essential to evaluate the Bidder's Qualifications or substantiation of the information supplied, shall result in disqualification of the Bidder.

It shall not be assumed that there shall be no deviation or change in any of the herein mentioned information. While this Document has been prepared in good faith, neither Jamia Millia Islamia University nor any of its respective Officers or

Employees or Advisers or Agents make any representation or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Any liability is accordingly expressly disclaimed by Jamia Millia Islamia University, or any of its respective Officers, Employees, Advisers or Agents, whether negligent or otherwise.

The PSU will be engaged for the purpose of executing work as per scope of work and concerned PSU's Authority/Engineers/Technical Officers will be directly and fully answerable to the Public Undertaking/CVC/ Legal Issues/ Banks etc. concerned. The PSU engaged, will be technically, legally and financially responsible for the work entrusted by the JAMIA MILLIA ISLAMIA.

The discretion and decision of Vice-Chancellor; Jamia Millia Islamia University, Jamia Millia Islamia-110025 in respect of the TOP (Technical and Office Protocol) shall be final and binding.

Bidders should furnish the following:

4.20.1 Organization Information:

Bidders are required to submit the following information in respect of the concerned Organization (*Appendix-I: Form - 'A' to 'G'*).

- a. Name, Postal Address, Telephone, Fax Number, Email-ID and URL.
- b. Year of Establishment and Commencement of Practice.
- c. Copies of original documents defining the legal status, place of registration and principal places of Business.
- d. Name and Title of Directors and Officers to be concerned with the Project, with designation of individuals authorized to act for the Organization.
- e. Information on any litigation in which the Bidder was involved during the last five years including any current litigation.
- f. Authorization to Employers to seek Detailed References.
- g. Number of Technical Professionals, in the present Company, indicating their deployment in the Proposed Work as in Relevant Formats enclosed in *Appendix-I*.

5. EVALUATION CRITERIA

Combined Quality cum Cost Based System (QCCBS) as detailed elsewhere in the tender.

Minimum Eligibility Criteria

- A. The agencies that fulfill the following minimum eligibility requirements shall be eligible to apply:
Should have satisfactorily completed the works as mentioned below during the seven years ending previous day of last date of submission of tenders.
PSU should have experience as Architectural and Project Management consultant for Construction of a completed building complex project with minimum value of Rs. 100 Crores during the last seven years.
Similar works means experience in Providing Comprehensive Design Engineering and Project Management Consultancy (PMC) Services for Construction of Hostels at Jamia Millia Islamia.
- B. Average annual financial turn over should be at least 5 times the estimated cost of proposed project during the immediate last 3 consecutive financial year.

- C. The agency should not have suffered losses and during last 5 financial years.
- D. Any Public Sector Undertaking set up by the Central to carry out Civil or Electrical works as per GFR 133(3) can participate in the bid. Other Central Organization / PSU notified the Ministry of Urban Development for such purpose can participate in the bid. Memorandum of Agreement to be submitted along with the tender as documentary evidence for this purpose.
- E. Agencies that are debarred or blacklisted by any Govt. Departments are not eligible to participate in the tender. A Certificate is to be submitted along with the bid by the bidders to the effect that they are no debarred or blacklisted by any Govt Department. In case if it is found at later stage that the bidders is a blacklisted company declared by any Govt. Department than the works may be withdrawn and EMD/bid security shall be forfeited.

Evaluation of Technical bid

The duly constituted Tender Evaluation Committee shall evaluate the Technical Proposal on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria bid shall be evaluated as under:

S.No.	Criteria	Evaluation	
A	Technical Manpower	20 Marks	
	Presence of in- house professionally qualified staff in the PSU in indicative categories		Certified Statement contain information regarding name, age, employment record
	Civil Engineers	<i>Max. 10 Marks</i> Civil Engineers (Min. Qualification- B. Tech) 10 Marks 301 and Above: 07 Marks Between 101 to 300 Engineers: 05 Marks 50 to 100 Engineers :	
	Electrical Engineers	<i>Max: 5 Marks</i> Electrical Engineer (Min. Qualification- B. Tech) 05 Marks 10 and above: 03 Marks Between 1 to 9 Engineers:	
	Architect on Roll	<i>Max 5 Marks</i> Architects:	

		(Minimum Qualification- B. Arch) 05 Marks 05 and Above : 03 Marks Between 01 to 04 Architects:	
B.	Methodology, Understanding of project and presentation on Concept Design	25 Marks	
C.	Past Experience of the PSU	30 Marks	
i	Experience in similar works during last seven years Projects successfully completed	<i>Max. 10 Marks</i> 10 Marks for twice or more the minimum eligibility criteria or more. 06 Marks for minimum eligibility criteria	Certified statement from the client.
ii	Navratna and above/ Schedule A/ Mini Ratna/ Schedule B/ Mini Ratna	<i>Max. 5 Marks</i> 05 Marks for (Navratna & above) 03 Marks for (Schedule A Mini Ratna) 02 Marks for (Schedule B/ Mini Ratna)	Certificate from relevant authority
iii	No. of years in the relevant operational area	<i>Max. 5 Marks</i> 05 Marks for more than 50 years 03 Marks for experience between 25 up to 50 years 02 Marks for experience between 210 up to 25 years	Certificate of Establishment of PSU
iv	Experience in Green Building	<i>Max. 5 Marks</i> 05 Marks for Three Projects 03 Marks for Two Projects 02 Marks for One Project	Certificate from relevant authority
v	Performance Certificate of completed work having Excellent/Very Good	<i>Max. 5 Marks</i> One Marks for Each such project	Certified statement from the client
D.	Financial Capability	25 Marks	

i	Average Annual Financial turnover in last five financial years	<i>Max. 15 Marks</i> 15 Marks for twice the minimum eligibility criteria or more. 09 Marks for minimum eligibility criteria	Certified Statement from Chartered Accountant.
	Average Annual profit (PBIDT) in last three financial years	<i>Max. 05 Marks</i> 05 Marks Above Rs. 300 Cr 03 Marks Between Rs. 100 – Rs. 300 Cr. 02 Marks Between Rs. 50 - Rs. 100 Cr.	Certified Statement from Chartered Accountant.
iii	Net worth as on 31 st March of previous Financial year	<i>Max. 05 Marks</i> 05 Marks Above Rs. 1000 Cr: 03 Marks Between Rs. 500 – Rs. 1000 Cr : 02 Marks Between Rs. 100 – Rs. 500 Cr :	Certified Statement from Chartered Accountant.
		100 Marks	

- a) The Technical Evaluation shall be carried out based on the documents submitted by the bidder for technical bid.
- b) The evaluated bid will be given a **Technical Score (TS)**. The minimum technical score required to qualify technical evaluation (Stage – I) is 70%. A bid will be considered unsuitable and will be rejected at this stage if it fails to achieve the minimum technical score. Owner will notify bidders who fail to score the minimum technical score about the same and the financial bids of such failed bidders will not be opened.
- c) JMI will notify the bidders who secure the minimum qualifying technical score, indicating the date and time set for opening of the Financial Bids. The notification may be sent by registered letters, or electronic mail.

6 EVALUATION OF THE BIDDERS:

Bidders who qualify as per the Eligibility Criteria given in the preceding Clauses will be shortlisted for further evaluation and are required to give a presentation of their methodology and understanding of the project, etc. The past performance and credentials of the firm will be assessed by a panel of experts. This will form a part of Technical Evaluation besides the Documentary Credentials submitted by the Bidder.

Technical evaluation once completed, the List of the technically qualified Bidders for opening of their Financial Bids will be displayed on the University Website (www.jmi.ac.in). Financial Bids of only those Bidders who score a minimum of 70 marks out of 100 in the Technical Qualification Criteria will be opened. The selection of the successful Bidder would be on the "Combined Quality Cum Cost Based System (CQCCBS)".

The Bidder who has quoted the Lowest Price will be given a Score of 100. The Bidders will be allotted score relative to the Score of Bidder with Lowest Quote, which will be as below:

$$F_s = 100 \times FL/F$$

Where, F_s = the Financial Score of the Financial Proposal being evaluated
 FL = The price of Lowest Priced Financial Proposal

F = The price of Financial Proposal under Consideration

The Score of Technical Proposals would be given 80% Weightage and that of the Financial Proposals would be given 20% Weightage. The weighted Total Score of both the Technical and Financial Proposals shall be used to rank the Bidder.

The first ranked Bidder is eligible for award of the

work. $\text{Total Score} = 80\% \times T_s + 20\% \times F_s$

Even though a Bidder may satisfy the above requirements, the Bidder would be liable to disqualification if he has:

- i. Made misleading or false representation or deliberately suppressing the information in the forms, statements and enclosures required in the pre-qualification document.
- ii. Hide the information regarding, Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.,

SELECTION of the PSUs shall be subject to thorough verification of their credential and inspection of similar works carried out / in progress by them, through a Technical Committee of Experts of JAMIA MILLIA ISLAMIA.

Other agencies (L-2, L-3 and so on) who fulfill eligibility criteria, may also be considered for SELECTION if they agree to accept lowest PMS Charges. Agencies so empanelled may be considered for award of work at the discretion of the Competent Authority.

Jamia Millia Islamia University reserves the right to award any or all the works on the lowest service charges to any other eligible agency also.

The award of Work/Service Extension will be given based on the performance of the work executed.

7. LANGUAGE OF THE BID & TAXES AND DUTIES:

Language of Bid

The Bid prepared by the Bidder and all correspondence/drawings and documents relating to the Bid exchanged by Bidder and Jamia Millia Islamia University shall be written in English Language, provided that any printed literature furnished by the Bidder may be written in another Language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the Bid, the ENGLISH translation shall govern. Metric Measurement System shall be applied.

Taxes and Duties

- The PSU shall quote the Price in Appendix–II inclusive of all Taxes and Duties.
- Statutory variation in Taxes (CST, LST, GST, Withholding Tax, Service Tax etc.) and Duties, if any, within the Contractual Completion Period shall be borne by Jamia Millia Islamia University.

8. PRICE REDUCTION SCHEDULE (PRS):

In case PSU fails to complete the services within the stipulated period then unless such failure is due to 'force-majeure' as defined elsewhere in the Document or due to JAMIA MILLIA ISLAMIA's default, there will be a reduction in Contract Price @ 0.50% for each Week of delay or part thereof subject to a maximum of 5 % of Contract Price.

Jamia Millia Islamia University may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to PSU from its obligations and liabilities under the Contract or by recovery against the Performance Bank Guarantee.

The above percentage of price reduction are genuine or estimate of the loss/damage which Jamia Millia Islamia University would have suffered on account of delay/breach on the part of PSU and the said amount will be payable on demand without there being any proof of the actual loss or damage caused by such breach/ delay. The decision of Jamia Millia Islamia University in the matter of applicability of price reduction shall be final and binding.

9. STAFFING SCHEDULE:

The total Implementation Period for the PSU will consist of (i) Individual Construction Periods of Works Contract and (ii) a Defects Liability Period during which the PSU will only require part time input over the first 12 months of completion of each Contract, as per the arrangement proposed.

During the first 12 months of Defects Liability Period, the PSU Team Leader along with other Staff will be required to continue on a Periodic Basis, as and when required, which will be dealt with separately at the appropriate stage towards the completion of the Construction Works.

After the award of the Contract to the PSU, Jamia Millia Islamia University expects all the Proposed Key Personnel to be available during the implementation of the Contract as per the agreed Staffing Schedule. Jamia Millia Islamia University will not consider substitutions during Contract implementation except under exceptional circumstances. In case of such replacements, the PSU will ensure that there is a

reasonable overlap between the Staff to be replaced and the replacement wherever feasible/possible.

The Bidder shall submit a Tentative Staffing Schedule for the proposes to deploy during the Project Period assuming suitable completion Periods for the Structures mentioned in the scope of Work(as per EOI). Detailed CVs of the Key Personnel (refer to *Appendix-I and III*) shall be submitted along with the EOI Application.

10. ASSIGNMENTS:

The PSU shall not have the right to assign or transfer the benefit and obligations of the Contract or any part thereof to the Third Party without the prior approval in writing of JAMIA MILLIA ISLAMIA which JAMIA MILLIA ISLAMIA shall do at its discretion. However, in event of that all Technical/Legal/Financial/Contractual Obligations shall be binding on the PSU only.

11. LIABILITIES:

Without Prejudice to any provisions expressed in the Agreement, the PSU shall be solely responsible for any delay, lack of performance, breach of Agreement and/or any default under this MoU. The PSU shall remain liable for any damages due to its gross negligence within the next 12 months after the issuance of the Provisional Acceptance Certificate of the Contract. The amount of liability will be on the basis of actual loss/damage and it will be the maximum of Consultancy Fee charged by the PSU.

12. CONTRACT AGREEMENT:

The Contract Agreement will be made between the Jamia Millia Islamia University and the empanelled PSUs. JAMIA MILLIA ISLAMIA has all the rights reserved to make alterations in the conditions of payment of Consultancy Fee (if any) in the interest of the University.

13. EXTENSION OF CONTRACT:

Project should be completed in all respect before 31st March 2022 and there will no extension of contract after 31st march 2022.

14. TERMINATION OF CONTRACT

Termination for Default: Jamia Millia Islamia University reserves its right to terminate /short close the Contract, without prejudice to any other remedy for Breach of CONTRACT, by giving One Month Notice if the PSU fails to perform any obligation(s) under the CONTRACT and if the PSU does not cure its/his failure within a period of 30 days (or such longer period as Jamia Millia Islamia University may authorize in the writing) after receipt of the default Notice from JAMIA MILLIA ISLAMIA.

Termination for Insolvency: Jamia Millia Islamia University may at any time terminate the CONTRACT by giving Written Notice without compensation to the PSU, if the PSU becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to JAMIA MILLIA ISLAMIA.

Termination for Convenience: Jamia Millia Islamia University may, terminate the Contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by Jamia Millia Islamia University till the date upon which such termination becomes effective.

15. COURT JURISDICTION:

The University shall not be bound to give justification for any aspect of the Selection Process and the decision of the University shall be final and binding on all without

any right of appeal. Further, in case of any dispute, any Suit or Legal Proceedings against the University, the Jurisdiction shall be restricted to the Courts at Jamia Millia Islamia.

16. ARBITRATION:

Any and all disputes arising from this Agreement or a breach thereof, shall be first informed settled amicably through mutual discussion within 30 days from notice of dispute by either of the party.

In the event of failure to resolve the disputes amicably within 30 days from the date of notification in writing of the existence of the dispute /difference, such unresolved dispute/ difference shall be settled through Arbitration.

Any dispute between the Parties arising out or in connection with this contract or in respect of any defined legal relationship associated therewith or derived there from, the Parties agree to submit that dispute to arbitration under the Arbitration and Conciliation (Amendment) Act, 2015 to be decided by a sole arbitrator. The authority to appoint the arbitrator(s) shall be the International Centre for Alternate Dispute Resolution. The International Centre for Alternate Dispute Resolution will provide administrative services in accordance with the Arbitration and Conciliation (Amendment) Act, 2015 or as amended from time to time, and the parties shall consent to the same.

- (a) The arbitration proceedings shall be held at Jamia Millia Islamia, India and language used in these proceedings shall be English.
- (b) The decision of Arbitrator appointed to deal with such matters shall be accepted by the parties as final and binding on parties.
- (c) The decision to continue performance of their respective remaining obligation under this contract or to rescind the contract shall be decided mutually, despite the continuation of arbitration proceedings.
- (d) The parties shall use their best endeavors to procure that the decision of the arbitrator is given within a period of six months or as early as is possible after it has been demanded.
- (e) The courts in Jamia Millia Islamia, India shall have exclusive jurisdiction in relation to this contract including this clause.
- (f) All fees pertaining to arbitration proceedings shall be borne by the parties equally.
- (g) All other costs incurred by the parties shall be borne by the respective parties.

17. FORCE MAJEURE:

- 1. Notwithstanding the provisions of contract, the parties shall not be liable for forfeiture of its performance, security, penalties or termination for default, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 2. For purpose of this clause, "Force majeure" means an event beyond the control of the parties and not involving the party's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes, currency restrictions, insurrection and civil commotion, acts of terrorism etc. Whether a "Force majeure" situation exists or not, shall be decided by Jamia Millia Islamia University and its decision shall be final and binding on the PSU/s and all other concerned
- 3. In the event that the PSU is not able to perform his obligations under this agreement on account of force majeure, it will be relieved of his obligations during the force

majeure period. In the event that such force majeure extends beyond 07 Days, Jamia Millia Islamia University has the right to terminate the agreement.

4. If a force majeure situation arises, the PSU shall notify Jamia Millia Islamia University in writing promptly, not later than 2 days from the date such situation arises. After examining the cases, Jamia Millia Islamia University shall decide and grant suitable additional time for the completion of the Work, if required.

18 BREACH AND REMEDIES:

The PSU agrees to indemnify the University against any and all losses, damages, claims, or expenses incurred or suffered by the University as a result of the PSU's negligence or breach of this Agreement.

The PSU understands and acknowledges that any negligence or breach of this Agreement may cause the University irreparable damage, the amount of which may be difficult to ascertain and, therefore, agrees that the University shall have the right to apply to a court of competent jurisdiction for an order restraining any such further breach and for such other relief as the University shall deem appropriate. Such right of the University shall be in addition to Remedies otherwise available to the University at law or in equity.

19. NOTICES:

All notices, requests, claims, demands and other communications between the parties shall be in writing and shall give (i) delivery in person or (ii) by registered mail, postage prepaid, or to the address of the party specified in this Agreement or such other address as either party may specify in writing. All notices shall be effective upon (i) receipt by the party to which notice is given

If delivered to JAMIA MILLIA ISLAMIA:

Attention: **Registrar**

Address: JAMIA MILLIA ISLAMIA JAMIA NAGAR NEW DELHI

Tel: 011-26981717 (Ext 1650, 1610,1605)

If delivered to PSU:

Attention:

Mr. Address:

Tel:

Fax:

Email

APPENDIX-I

LETTER OF TRANSMITTAL

From:

To,

The Registrar,
JAMIA MILLIA ISLAMIA (A Central University)
Jamia Nagar, New Delhi, Delhi 110025

Ref No.

Dated:

SUBJECT: SELECTION OF PSUs FOR CONSTRUCTION PROJECTS MANAGEMENT, SUPERVISION AND FOR EXECUTION OF CONSTRUCTION PROJECTS IN THE JAMIA MILLIA ISLAMIA CAMPUS

Having examined the details given in above referred EOI Notice and EOI Document for the above project, I/we hereby submit the relevant information.

1. I/We hereby certify that I/We have read all the Terms and Conditions laid down in this EOI and are acceptable to me/us.
2. I/We hereby certify that all the statements made and information supplied in the enclosed *Appendix-I* (Forms 'A' toll) accompanying statements are true and correct.
3. I/We have furnished all information and details necessary for EOI and have no further pertinent information to supply.
4. I/We also authorize Jamia Millia Islamia University or its representatives to approach Individuals, Employers and Firms to verify our competence and general reputation.
5. I/We submit the following Certificates in support of our suitability, technical know-how and capability for having successfully completed the following projects along with prescribed format:

Sl. No.	Name of work	Certified by/From

APPENDIX-I
FORM- 'A'
ORGANIZATIONAL STRUCTURE

1.	NAME & Address of the bidder's Branch office with Telephone No. Fax No./ Email ID (Within 200 KM radius of JAMIA MILLIA ISLAMIA UNIVERSITY)	
2.	A) Year of Establishment B) Date & Year of commencement of practice	
3.	Legal status of the bidder (attach copied of original document/s defining the Legal Status)	
4.	Names of Directors & Other Executives with Designation	
5.	Designation of individuals Authorized to act for the organization.	
6.	<u>Details Of Personnel</u>	
i	Graduate Engineers 1) Civil 2) Electrical 3) Architect	
ii	Supporting staff (Technical)	
	Total	

APPENDIX-I

FORM -'C'

Details of PMC WORKS OF THE PSU ASSIGNMENT COMPLETED DURING THE LAST SEVEN YEARS ENDING LAST DAY OF THE MONTH MARCH 2019

S.NO	Description	1	2	3	4	5	6	7
1.	Name of Work / Project and location							
2.	Name & Address of Employer / organization, Telephone No. of officer to whom reference may be made.							
3.	Cost of Work in Rs. Lakh (Attach copy of Performance Certificate)							
4.	Date of commencement as per Contract							
5.	Stipulated date of completion							
6.	Actual date of completion							
7.	Litigation / Arbitration pending / in progress with details*							
8.	No. of years in the relevant operational area							
9.	Names of Project In Charge & Key staff & Nos. of staff involves.							
10.	Navratna and above (Enclosed Certificate)							
11.	Experience of Green Building (Enclosed Certificate)							

(*Note: Add additional sheet for indicating more works if any)

APPENDIX - I

FORM — 'D-I'

LIST OF WORKS EXECUTED WITH GRIHA-CERTIFICATIONIN LAST SEVEN YEARS.

Sl. No.	Description	1	2	3
1.	Name of work / Project and Location			
2.	Name & Address of Employer / Organization, Telephone no. of officer to whom reference may be made.			
3.	Names of Project In charge & Key staff & nos. of staff involves.			
4.	Any other information			

APPENDIX-I

FORM — 'D-II'

FINANCIAL INFORMATION

Financial Analysis — Details to be furnished duly supported by figures in Balance Sheet/ Profit and Loss Account for the last Five Years duly certified by the Chartered Accountant, five years considered for average Financial Turnover and Profitability.

Particulars	Financial Year				
	2016-17	2017-18	2018-19	2019-20	2020-21
i. Gross Annual turnover (In Lakhs)					
ii. Profit / Loss					
iii. Certified by					

II. The following certificates are enclosed:

- (a) Current Income Tax clearance Certificate / Profit & Loss account
- (b) Solvency Certificate from Bankers of Bidder Signature of Chartered Accountant with Seal

APPENDIX — II

FORM — 'C'

**DETAILS OF TECHNICAL PERSONNEL
TO BE GIVEN AFTER THE AWARD OF CONTRACT FOR APPROVAL BY THE
JAMIA MILLIA ISLAMIA**

Format of Curriculum Vitae (CV) of Key Technical Personnel's (Senior Technical Personnel such as Project Manager, Senior Engineer, Safety, Labour Officer & Others). (This form is to be furnished by the PMC, furnish separately for each)

Name of firm:

Professional:

Date of Birth:

Years with Firm:

Nationality:

Detailed Task Assigned:

Key Qualification:

Give an outline of Staff Member's Experience and Training relevant to responsibility in context of Assignment. Describe degree of responsibility held by the Staff Member on relevant previous Assignment and give Dates and Location. Use up to half a page.]

Education:

[Summarize College/ University and other Specialized Education of Staff Member, giving Names of Schools, Dates attended and Degree(s) obtained. Use up to a quarter page.]

Employment Record:

[Starting with present position, list in reverse order every Employment held. List all positions held by Staff Member since Graduation, giving Dates, Name(s) of Employing Organization(s), Title of Positions held and Location of Assignments. For experience in the last ten years, also give type of activities performed and Client references, where appropriate. Use up to three quarter of a page.] Working Knowledge of the Central Govt. Procedures Name of the Central Govt. Project executed indicating the Dept. and the Address, Telephone No., Email ID for reference, GRIHA-Certification, Name of the Project.

Languages:

[Indicate proficiency in speaking, reading and writing of English Language: excellent, good, fair, or poor.]

Certification: I, the undersigned, certify that to the best of my knowledge and belief, these Bio-data correctly describe my Qualifications, my experience and myself.

APPENDIX — II

FORM –‘C-1’

**TO BE GIVEN AFTER THE AWARD OF CONTRACT FOR APPROVAL BY THE
JAMIA MILLIA ISLAMIA**

LIST OF DOCUMENTS MAINTAINED AT SITE

Sl. No	Name of Document	Details of document maintained
--------	------------------	--------------------------------

A LABOUR

1)

2)

B) MATERIAL

1)

2)

C) STAGE PASSING

1)

2)

D) OTHERS

1

2

Note: Format is indicative. Details of the Documents maintained at Site w.r.t CVC to be
Indicated.

APPENDIX — II

FORM — 'D'

DETAILS OF ALL WORKS IN HAND ENDING LAST DAY OF THE MONTH MARCH, 2019

Sl. No.	Description	1	2	3
1.	Name of work / Project and Location			
2.	Name & Address of Employer / Organization, Telephone No. of officer to whom reference may be made.			
3.	Cost of work in Rs. Lakh (Attach copy of Work Order)			
4.	Date of commencement as per Contract			
5.	Stipulated date of completion			
6.	Actual date of completion			
7.	Status of work in % as on March 2016			
8.	Litigation / Arbitration pending / in progress with details *			
9.	Service rendered			
10.	Names of Project In charge & Key staff & nos. of staff involves.			
11.	Any other information			

* Indicate gross amount claimed and amount awarded by the Arbitrator. (Note: Add additional sheet for indicating more works if any)

APPENDIX — II

FORM — 'F'

PERFORMANCE REPORT OF WORKS IN LAST SEVEN YEARS

(To be issued by the Employer/ Client)

1	Name of Work/Project & Location	
2	Agreement No.	
3	Estimated Cost	
4	Bided Cost	
5	Date of start	
6	Date of Completion	
	i. Stipulated date of completion	
	ii. Actual date of completion	
7	Amount of compensation levied for delayed completion, if any	
8	Amount of reduced rate items, if any	
9	Performance Report	
	i. Quality of work	Excellent / Very Good / Good / Fair / Poor
	ii. Financial soundness	Excellent / Very Good / Good / Fair / Poor
	iii. Technical Proficiency	Excellent / Very Good / Good / Fair / Poor
	iv. Resourcefulness	Excellent / Very Good / Good / Fair / Poor
	v. General Approach & Behavior	Excellent / Very Good / Good / Fair / Poor

Dated:

**Signature & Seal of
Executive Engineer or Equivalent**

APPENDIX-II
Proforma for Financial Bid

[On PSU's letter head]

Ref. No.

Date:

From:

To:

The Registrar,

JAMIA MILLIA ISLAMIA (A Central University)

Jamia Nagar, New Delhi, Delhi 110025

SUBJECT: SELECTION OF PSUs FOR CONSTRUCTION PROJECTS, MANAGEMENT, SUPERVISION WITH ARCHITECTURAL SERVICES FOR EXECUTION OF CONSTRUCTION PROJECTS, IN THE JAMIA MILLIA ISLAMIA.

Sir,

Description of Work	Consultancy Fee (As per Section 7 of this EOI) as percentage (%) charges of Project Cost	
	In Figures	In Words
Consultancy for the Construction Projects, Management, Supervision and Architectural Services for execution of construction projects, (as per EOI).		

- 1) PMC shall execute the work on " Deposit work" base on behalf of owner
- 2) Fee is inclusive/ GST and other Govt. Taxes

APPENDIX-III
Credentials for Key Personnel of the PSU

Appendix - IV
Form of Power of Attorney
(On Rs.100 Stamp Paper)

Know All Men by these presents that I,....., (Name and Designation of the person to whom Power of Attorney is given)..... as the true & lawful attorney (hereinafter referred to as the "Attorney") of the Company and in the name of the Company to exercise all or the powers for and on its behalf in connection with the EOI Notice No.:-----

Dated which have been invited by the JAMIA MILLIA ISLAMIA UNIVERSITY,

Jamia Millia Islamia and to undertake the following acts:-

- (i) To submit the proposal and participate in the EOI, published by Jamia Millia Islamia UNIVERSITY on behalf of the company.
- (ii) To authorize any other Individual, or a nominated User to submit a Bid, and subsequently negotiate and signed the Contract with any entity, agency or *Jamia Millia Islamia UNIVERSITY (wherein after referred to as Owner)* for which Tenders are floated.
- (iii) To negotiate with the Owner, the Terms and Conditions including price for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Owner for and on behalf of the Company.
- (iv) To receive, accept and execute the Contract for and on behalf of Company.
- (v) Do any other act or submit any Document related to the above.
- (vi) Handover the Site to the Authorities for execution and obtain Completion Certificate (as applicable).
- (vii) To make estimation of the Work done from time to time (as applicable).
- (viii) To make Design and Drawing Measurement of the Work done from time to time (as applicable).
- (ix) To draw Bills in the name of the Company.
- (x) To receive the payment in favour of the Company against the aforesaid Bills from the Authorities concerned.
- (xi) To make Correspondence with the said Authorities.
- (xii) To carry out all the activities which the PSU has to perform for owner as per Agreement.
- (xiii) To appear and represent on behalf of the Company with all other Authorities such as State Government, Central Government, Electricity Board, Telephone Department, RTO Office, Income Tax, Sales Tax, Labour Departments and such other Departments connected to the Project and to carry on correspondence with the above, in respect of the Contract.
- (xiv) To submit any Bank Guarantee, Indemnities, Earnest Money Deposits, etc. as the Owner as may be required.

It is expressly understood that the Power of Attorney shall remain valid, binding and irrevocable, till submission of the Contract Performance Guarantee in terms of all the Contracts for which Tender is floated by Jamia Millia Islamia UNIVERSITY.). I, and the Company, hereby agrees and undertake to ratify and confirm whatsoever the said

"Attorney/Authorized Representative" quotes in the Bid, negotiate and signs the Contract with the "Owner" and/or purports to act/s on behalf of the "Company" by virtue of this Power of Attorney and the same shall bind the Company as if done by itself.

IN WITNESS WHEREOF, I, _____(name and designation of the Highest Authority of PSU), have signed these presents on this day of _____

Witnesses:

1. Signatures Name

Designation

Occupation

2. Signatures Name

Designation

Occupation

NOTE

In the event of any dispute with respect to this Agreement which results in a Lawsuit, Arbitration or other Dispute Resolution, the UNIVERSITY SHALL NOT BE RESPONSIBLE AND IN NO WAY BE LIABLE TO PAY FOR DISPUTE BETWEEN THE PMC AND THE CONTRACTORS AND FOR THE LEGAL COST ALSO (Attorney's fees or other costs and expenses etc.) FOR ALL THE ABOVE DISPUTES SHALL BE BORNE EXCLUSIVELY BY THE PMC OR ITS CONTRACTORS AS PER THE AGREEMENT BETWEEN THEM AND NOT BY THE UNIVERSITY

NCCF
HO
DELHI

Ref. No: NCCF/HO/BUS/2020-21/

Date: 29th Sep, 2020

To,
The All Branch Managers
NCCF

Sub: - System Improvement Measures for Construction Works/Projects taken up by NCCF.

- Ref: - 1. CVC letter no. IE/2017-18/ENE/359415 dated 06.10.2017 and letter no. 07-18-Z-08-ESW- 21/452611 dated 17.06.2020
2. NCCF business guidelines clause 6.28-guidelines for Housing/Building construction projects.

In ref to above following guidelines are being issued for System Improvement, Ensuring Quality, Proper Supervision and Transparency for Construction Works/ Projects. Immediate compliance shall be ensured by all NCCF Units.

- 1- All steel to be used on project sites for Reinforcement or any other activity shall only be from BIS Approved Primary Producers using Iron Ore as Raw Material such as SAIL, RIPL, TISCO, JINDAL, ESSAR, JSW makes only.
- 2- Cement shall only be used from reputed manufactures having BIS approval such as ACC, Ultra Tech, Shree Cement, Ambuja, Jaypee, CCI, JK Cement only.
- 3 Each project site must have Test lab for Concrete Strength testing .Concrete Cubes must be tested for strength regularly and kept at site with records in Testing Register to be maintained at site as per standard Testing procedures. Soil Testing must have been done for preparation of Structural Drawings etc.
- 4 Branch Manager shall ensure that sample Test of Cement, Concrete , Steel, Electric wires, Electric switches to be got down from NABL Accredited Test Labs and records shall be maintained.
- 5- All Electrical items to be provided on site shall be BIS approved . The items

1



Anju Bhattacharya
Advocate
223, Lawyers Chamber
Delhi High Court

shall be of Standard make such as Crompton Greaves (P) , Havells, Philips, Bajaj, Schneider , Siemens, Anchor (Switches only) , Legrand (Switches only). L & T, Wipro NW (Switches, bulb only), Orpat (Switches only) , Simon(Switches only) , GM Modular(Switches only), ABB, Finolex (For cables only), KEI (For cables only) , Polycab (For cables only), CCI (For cables only) , Gloster (For cables only), Universal (For cables only), Voltas (AC and Referigerator only) , HPL, Blue Star (AC only), LG (For Acs , Referigerator only), Career (Ac only), Exide (For Battery), Eveready (For Battery) , Amar Raja (For Battery), HBL Power (For Battery only). For Lifts/ Escalators- KONE, Schindlers, Otis, Thyssenkrupp and Hitachi only. The PVC pipe for underground wiring shall be of Medium grade BIS approved. Solar panels shall be from MNRE approved makes only.

6- Sieve Tests to be performed as per standard procedure by NCCF Supervisor/ Chartered Engineer/ PMC for every batch of aggregate/crushed stone/ sand received at site and record to be maintained in Daily Progress Book (DPB) and Test Record Register.

7- Receipt of every Batch/ Truckload of construction material such as cement, steel, aggregate, sand etc to be witnessed and certified by NCCF Supervisor/ Chartered Engineer/ PMC and record to be maintained in Daily Progress Book (DPB) and Material Register..

8- Pipes for water supply, Electrical Earthing etc shall be as per specification of vendor and shall be BIS approved only.

9- Business Associate shall provide an Information Board at site having minimum size of 3x2 ft firmly Fixed in the ground throughout the project construction stage. The Board must have following information-

NATIONAL COOPERATIVE CONSUMERS' FEDERATION OF INDIA LTD (NCCF)	
1-Name of Project-	
2-Sanctioned Cost-	
3-Name of Owner Department-	
4-Name of Contractor-	
5-Date of Start of Project-	6- Date of Completion-
7- Name and Phone No of NCCF Project (Branch) Manager-	
8-Name and Address of NCCF Branch-	

10- NCCF Supervisor/ Chartered Engineer/ PMC shall daily update the DPB (Daily Progress Book) and must record the activity carried out on site, Number of Labour available and working, Details of any Material received at Site (Material shall be kept in the custody of Business Associate and shall not be allowed to be

Adv. Bhattacharya
Advocate
223, Lawyer's Chambers
Delhi High Court
New Delhi - 110003
En. No. D/31071GWA

taken away from the site for any reason without the permission of NCCF Supervisor). No material shall be used at site which is as not been Certified/Inspected by NCCF Supervisor/ Chartered Engineer/ PMC. The DPB shall be Signed Daily by the NCCF Supervisor/PMC/Chartered Engineer on Site in the Evening when the working hours are over. NCCF Engineer/ Branch Manager / Senior officers during site visit shall Counter Sign the Site Progress Register and Supervisors DPB and must record their observations of site/ any shortcomings/ any Corrective measures to be adopted etc.

PROFORMA FOR DAILY PROGRESS BOOK-

<p><u>NCCF CONSTRUCTION SITE DAILY PROGRESS BOOK</u> DATE..... PROJECT SITE.... NAME OF SUPERVISOR/JE/Engineer</p>
<p>1-Number of Labour Available on site and working... 2-No of Masons working... 3-Details of Activity Carried out during the Day</p>
<p>4-Details of Material Received at Site</p>
<p>Signatures of Supervisor/ JE/Engineer</p>

11- The Business Associate eligible for any Construction project shall have an experience of satisfactory completion of similar Nature of single work (minimum 90% complete) which must be of value equal to 25% or more or 2 works each of 20% or more of total value (minimum 90% complete) of the Estimated cost of the project in last 5 years either of any Government/PSU/Government Organization, Municipal Corporation/Reputed Builders/Pvt. Ltd. Companies etc. The completion certificate shall be issued by the Executive Engineer rank officer of the Department concerned in case of Government Department. In case of experience from Private Organizations, sufficient proof of work order and payments received by the bidder for the said work (Form 26 AS etc) must also be provided besides completion certificate from the authorized signatory of the client.

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 Delhi High Court
 New Delhi - 110003
 En. No. D/310/1565

12- For all the works, offer shall be invited from the bidders as per the existing guidelines by issuing NIT on NCCF website. In case the bidder is an empanelled vendor then single bid may be considered and in case of non-empanelled bidders a minimum of 2 valid bids must have been received otherwise the tender shall be retendered for at least one more time.

13- In case of joint ventures, the major partner must have atleast 60% of the desired experience (eligibility criteria) and other partner must have atleast 20% of the required experience. Combined experience of all the JV partners shall not be less than 100% of the required experience. There must not be more than 3 JV partners for a particular work.

14- All the Offers/Tenders for all the works of NCCF (construction or other) shall be invited through NCCF website as approved in NCCF Business Guidelines. The minimum period of NIT shall be 2 weeks and in special conditions lesser period may be allowed depending on the time allowed by the client department for submission of tender etc. Reasons for lesser time shall be clearly recorded by the concerned Branch Managers in the tender cases.

15- The non-empanelled bidders bidding for any Work/Job of NCCF shall submit an EMD by way of DD, Online Payment equal to an amount of 2% of tender value upto Rs. 50Lakhs and 1% for the tender value above 50Lakhs with a minimum amount of Rs. 1Lakh or as per the requirement of client in case specified by client. The EMD of successful tenders shall be convertible to Performance Guarantee (P.G.). The successful bidder (Empanelled and non-empanelled both for construction works) shall deposit P.G. in the form of Bank Guarantee/FDR/DD equivalent to an amount of 2.5% of the accepted tender value in case of empanelled vendors and 5% in case of non-empanelled vendors. Besides P.G., an amount equal to 5% of every running and final bill shall be kept as Security Deposit (S.D.) money by NCCF, as a security for trouble free services and shall be paid to the vendor 50% after six months of completion of the work, and balance 50% after 12 months of completion without any interest. In case of withdrawal of offer by the lowest bidder after opening of the financial bid, the EMD shall be forfeited by NCCF. In case of Substandard Performance of the project, if the vendor does not sets it right in the notified period, NCCF shall have the right to get it rectified from other sources and the cost shall be adjusted against the S.D. money. The Demand Draft of EMD of successful bidder shall be got encashed by NCCF. No interest shall be paid at the time of Refund/Payback.

16- In case of non-performance, delay in execution or substandard quality of the project the penalty in the form of liquidated damages (L.D.) at the rate of 0.5% per week on the balance Work/Defective Work till rectification shall be levied by NCCF to a maximum amount of 10% of the agreement value.

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En. No. - D/310/1988

17- Concerned Branch Manager shall be the Controlling/Executing officer of the project and shall be responsible for the successful completion of the entire project.

18- The Empanelment of all Business Associates (including Construction Projects etc.) shall be done as per existing clause no. 2.2.5 of Business Guidelines. The Empanelment fees shall be refundable and as under-

Category of Branch	Amount (Rs.)
A	50,000.00
B	25,000.00
C	15,000.00

The Performance of all Empanelled Business Associates shall be reviewed after every 2 years and Business Associates who have not taken part in Business Activities such as participation in Tenders etc. shall be delisted. The margin for all construction works shall be 6%.

This issues with the approval of MD, NCCF.

Copy to:

MD, NCCF- For Kind information please

CVO-For Kind information please

DM (A&F) - For information and implementation please



(Shaukat Ali)
General Manager(C)

Handwritten signature and date
16/11/2022

Advocate
23, Lawyer's Chambers
Delhi High Court
New Delhi - 110003
No. D/310/1982

PROCEDURE FOR FINALIZATION OF WORKS TENDERS
RECEIVED IN TWO BID SYSTEM.

- (A)
 - (i) Open the technical bid on the scheduled date and time.
 - (ii) Atleast 2 of the Committee Members shall be present at the time of opening of the technical bid and they must sign on each page in red ink alongwith the date.
 - (iii) The copy of the Experience Certificate submitted by the bidder shall be sent for verification from the issuing authority.
 - (iv) The Demand Drafts submitted alongwith the bid shall be got verified from the bank concerned for genuineness.
 - (v) After receipt of the verification of Experience Certificate the Tender Committee shall evaluate the technical bid as per the tender conditions.
 - (vi) The accepting authority (Branch Manager or any other senior officer nominated) shall Accept/Review/Reject the recommendations of the Tender Committee.
 - (vii) After acceptance of the technical bid the date of opening of financial bid shall be decided and all the technically qualified bidders shall be informed. If possible status of technically qualified bidders shall be displayed on website.

(B)

- (i) On the decided date, the financial bid shall be opened in presence of all Committee Members alongwith the presence of any bidders / or their representatives. The Committee shall sign all the documents of the financial bid in red ink alongwith the date. The bidders attendance alongwith sign shall be taken on separate register.
- (ii) A comparative statement of the rates quoted by the various bidders shall be prepared and the position of Lowest, Second Lowest and Third Lowest etc. (L1, L2 and L3 etc.) shall be defined.
- (iii) The Committee shall put up the comparative statement alongwith their recommendation to the accepting authority for acceptance.
- (iv) Accepting Authority if finds it acceptable, shall accept it otherwise he may ask the Tender Committee to reconsider alongwith specific instructions.
- (v) After the acceptance on recommendations of financial committee, the Branch Manager shall write to Head Office/Finance for provision of funds as advised earlier by Head Office.
- (vi) On receipt of the letter from Head Office Finance regarding availability of funds, the Letter Of Acceptance (LOA) shall be then issued to the L1 bidder.
- (vii) The agreement with the bidder shall be signed on Rs. 100/- stamp paper in the contract agreement format issued by Head Office within the prescribed time after issue of LOA and one copy shall be sent to Head Office Finance.

TENDER COMMITTEE FINANCIAL BID EVALUATION

DATE

OFFICE.....

1-NIT NO-.....

2-TENDER NO.-.....

3-NAME OF WORK-.....

4-DATE OF ACCEPTANCE OF TECHNICAL BID.....

NAME OF FIRM.	ESTIMATED COST OF THE WORK (In Rs)	TOTAL AMOUNT QUOTED BY THE FIRM (In Rs)	% ABOVE / BELOW THEN THE ESTIMATED COST	COMPARISON OF RATES ENCLOSED (YES/ NO)	POSITION OF THE FIRM (L1, L2, L3 etc)

DISCUSSION AND JUSTIFICATION

RECOMMENDATIONS

(COORDINATOR)
NAME AND SIGN

(FINANCE MEMBER)
NAME AND SIGN

(THIRD MEMBER)
NAME AND SIGN

RECOMMENDATIONS OF TENDER COMMITTEE ACCEPTED/ NOT ACCEPTED

ACCEPTING AUTHORITY
(NAME AND SIGNATURE WITH DATE)

TENDER COMMITTEE TECHNICAL BID EVALUATION

OFFICE.....

DATE

- 1-NIT NO-.....
- 2-TENDER NO.-.....
- 3-NAME OF WORK-.....
- 4-DATE OF TENDER OPENING-.....
- 5-TENDER OPENED BY-
 - (i)
 - (ii)

NAME OF FIRM.	EMD AMOUNT DEPOSITED (Rs)	EMD DEPOSIT DETAILS (DD No./NEFT DETAILS/RTGS DETAILS ETC)	TENDER COST DEPOSITED WITH DETAILS (AMOUNT WITH RECEIPT NO.)	TECHNICAL CREDENTIALS SUBMITTED (YES/NO)	TURN OVER OF THE FIRM IN LAKH RUPEES.	TECHNICALLY ELIGIBLE/ NOT ELIGIBLE

REASONS FOR NON ELIGIBILITY OF FIRMS (Attach Extra Sheets)

RECOMMENDATIONS

(COORDINATOR)
NAME AND SIGN

(FINANCE MEMBER)
NAME AND SIGN

(THIRD MEMBER)
NAME AND SIGN

RECOMMENDATIONS OF TENDER COMMITTEE ACCEPTED/ NOT ACCEPTED

ACCEPTING AUTHORITY
(NAME AND SIGNATURE WITH DATE)

LETTER OF ACCEPTANCE

To,

Date:

Sub: Acceptance of your offer submitted for the work of _____
_____ vide your Letter No. _____
Dated _____.

This is to inform you that your above referred offer for EPC Mode/ Non EPC Mode submitted in reference to Tender Notice No. _____
Dated _____ has been accepted by the client.
M/s _____.

The total cost of accepted offer is Rs. _____. The rates as approved are enclosed herewith for your acceptance.

You are requested to start the work at site immediately. You are also requested to present yourself in the office of undersigned with a performance deposit of 5% of the accepted tender value by D/D Bank Guarantee in F/o Managing Director, NCCF within 15 days to sign the contract agreement, and thereafter with an interest of 12% per annum on the security deposit amount upto a period of 30 days. The letter of acceptance shall however be acknowledged by you immediately and it shall be treated as contract agreement till the formal contract agreement is signed. However, no payment shall be released till a formal contract agreement is signed.

In case of EPC mode all the bills submitted by you for payment shall be submitted through the Junior Engineer/Engineer of the consultant and also Supervision/Quality Checks shall be carried out by the Engineers of the consultant. The bills submitted thereby shall be verified by the Engineer of NCCF both for correctness, Quality & Quantity of the work executed at site, based on which payment shall be released by the undersigned.

In case of Non EPC mode, supervision measurement and bill processing etc. shall be done by Engineer of NCCF.

Date of completion of work shall be _____ from the date of Acceptance of this letter.

**Sign. of Contractor
(With Seal)**

**(Branch Manager NCCF
Branch)**