



**Ministry of Tribal Affairs
Government of India**

(MoTA)
Shastri Bhawan, New Delhi

DOCUMENT FOR

Invitation of Request for Proposal (Financial Bid)
For
for establishment of National Tribal Research Institute (NTRI),
New Delhi.

RFP document No.: **11031/28/2020-NTRI**

Total No. of Pages: 29 (Twenty Nine)

INDEX

Section No	Description	Pages
	Cover Page	1
	Index	2
	Notice Inviting RFP	3
1	Essential Features of MTRI	5
2	Scope of Service for PMC	6
3	Time Period	8
4	Price Bid Submission Form	9
5	RFP BID Submission, opening and award of work	10
6	Post Bid Activities	12
7	Court Jurisdiction	14
8	Arbitration & Settlement of Disputes	14
9	Force Majeure	15
10	Breach and Remedies	15
11	Terms of Payment	16
12	NEFT Mandate Form	17
13	Document Submission Form	18
14	Checklist for Submission of Bid Documents	19
Annexure -I	Certificate in respect of Office Setup with Field Unit in Delhi/NCR& Details of Manpower to be deployed in project	20
Annexure -II	Integrity Agreement	21
Annexure- III	Power of Attorney	26
Appendix -I	Details of Qualification and experience of Manpower to be deployed in Project	27
Appendix -II	Form-C-Format for Performance Security (BANK GUARANTEE)	28

**Ministry of Tribal Affairs
(MoTA)**

NOTICE INVITING RFP (Financial Bid)

Ministry of Tribal Affairs (MoTA), New Delhi invites Request for Proposal (Financial Bid) for providing required infrastructure (Civil&Electrical) for establishment of National Tribal Research Institute at existing IIPA building, New Delhi from Construction Agencies i.e. Central Public Sector undertakings (CPSUs) engaged in construction work and are technically qualified and empanelled by Ministry of Tribal Affairs for construction of EMRS.

Following construction Agencies i.e. Central Public Sector undertakings (CPSUs), technically qualified and empanelled by NESTS under the Ministry of Tribal Affairs for establishment of EMRS as per GFR 133(3) through EOI dated 1805/09/2020-NESTS/01, dated 08.06.2020 are eligible for submitting RFP(Financial Bid) for PMC service of establishment of NTRI at New Delhi.

1. Telecommunications Consultants India Limited, New Delhi
2. Hindustan Steelworks Construction Limited, Kolkata
3. National Projects Construction Corporations Limited, Gurugram
4. Engineering Projects (India) Ltd, New Delhi.
5. WAPCOS Limited, Gurugram
6. Bridge and Roof Co. (India) Limited, New Delhi

The Bidder/Agency must have an office setup with Field Unit(Construction Wing) having designated technical Manpower located in National Capital Region. The bidder needs to submit the office location along with technical staff posted in Delhi/NCR. Relevant supporting documents and a **certificate** in respect of Office Setup with field unit (Construction Wing) in Delhi & NCR and details of technical manpower to be deployed for the project shall be submitted as per **Annexure I**. Minimum qualification and experience shall be as per **Appendix- I**.

The work includes setting up of National Tribal Research Institute at IIPA Campus at ITO, New Delhi after internal modification of the existing building at the above-mentioned place as per approved Concept Plan and Architectural Drawings by adopting defined parameters of Construction management.

Financial Proposal is invited to determine the lowest service charge for Project Management Consultancy services to create desired infrastructure for establishment of NTRI in the existing building at IIPA Campus, ITO, New Delhi as per the guidelines of GFR 2017 and the terms and conditions annexed below.

In order to achieve this objective, MoTA had earlier invited a RFP for the Architectural Services for setting up of NTRI. The appointed Architectural Agency shall provide the Conceptual Layout and Comprehensive Architectural Designs and interior Details showing the addition and alterations to accommodate the required amenities and facilities for development of the Tribal Institute, Working Drawings, and Detailed BoQ/Estimate along with other amenities as indicated in the Scope of work mentioned below. The agency selected after this RFP (Financial) shall provide project management consultancy (PMC) service for providing required infrastructure for establishment of NTRI accordingly

TIME SCHEDULE

Date of Publication	04.11.2020
RFP Bid Submission End Date	11.11.2020 (upto15:00 Hours)
RFP Bid Opening Date	11.11.2020 (15:30 Hours)

SECTION- I

ESSENTIAL FEATURES OF NTRI

1. Ministry of Tribal Affairs, GoI intends to appoint PMC/Construction Agency (CA) to develop National Tribal Research Institute in the existing building at IIPA campus, ITO, New Delhi. The building, where the NTRI is proposed to be set up consists of existing RCC framed structure, Ground+3 Floors of Built-up areas of 25000 Sq ft approximately with floor height 10 ft and Ground+2Floor of 5000 Sq ft with 14 ft. height. The Institute shall house following essential features: -

- 1.1 Exhibition Hall at Ground Floor of floor area 2800 Sq Ft.
- 1.2 Auditorium of 75 pecks capacity at Ground Floor towards back portion of the Building, along with connecting Lounge to the Auditorium.
- 1.3 Conference hall of 50 pecks capacity with dining facilities at First Floor.
- 1.4 One Library, Two meeting rooms of 10 person capacity each, Tea Lounge, Chamber of Joint Secretary Level Officer along with room of Personnel Assistant at First Floor.
- 1.5 Accommodation for Faculty consisting four officers and 8-10 workstations for supporting staff, 4 Class Rooms, 3 Labs and One Computer Cell consisting of 8-10 work Station at Second floor.
- 1.6 Guest House consisting of 6 rooms with attached wash rooms and 6 dormitories with common toilets including supporting Kitchen and Living Room.
- 1.7 Back Portion of the building having floor area 1450 Sq ft approximately at third floor shall be used as a multipurpose hall for Miscellaneous Training purposes.
- 1.8 Development of fascia of the said building in accordance with the theme of National Tribal Research Institute.
- 1.9 Any other required infrastructure for establishment of an advanced and equipped with modern technology to represent a National Level Tribal Institute.

2 The project cost for establishment of National Tribal ResearchInstitute (NTRI) at IIPA Building, New Delhi is Rs 10 (Ten) Crore approximately.

3 Floor plans of the existing building is attached for reference. However, the appointed architect firm/consultant shall provide the Conceptual Layout, floor plan, Comprehensive Architectural Designs with interior details, facade design, details showing the addition and alterations to accommodate the required amenities and facility for development of the Tribal Institute, Working Drawings, and Detailed BoQ/Estimate, specifications etc. as required to create desired infrastructure for establishment of National Tribal Research Institute.

SECTION 2

SCOPE OF SERVICES TO BE PROVIDED BY CONSTRUCTION AGENCY

2.1 Architectural Consultancy:

This is not the part of scope of Construction agency. The Architectural Consultancy shall be provided by the architect / Consultant firm/agency appointed by Ministry of Tribal Affair. The appointed architect/consultant firm shall provide the Conceptual Layout, floor plan, Comprehensive Architectural Designs with interior details, façade design, details showing the addition and alterations to accommodate the required amenities and facility for development of the Tribal Institute, Working Drawings, and Detailed BOQ/Estimate, specification,etc as required to create desired infrastructure for establishment of National Tribal Research Institute as indicated in the Section 1 of RFP. PMC selected after this RFP shall provide project management consultancy service for providing required infrastructure for establishment of NTRI accordingly.

2.2 Project Management Consultancy

The Project Management Consultancy shall include Value Engineering, Tendering, Execution, Supervision, Quality Control, disbursement of fund to contracting agencies, defects addressal during defect liability period & Resource optimization etc. The scope of services shall include these services but not limited to the following:

- (i) Complete execution of projects (civil and electrical works) through contractors/vendors for work and supply of materials and labours or both, by way of time scheduling, monitoring, supervision, quality assurance/control, accounting, payment of bills, taxes, royalty, GST, cess and statutory compliances etc.
- (ii) Adherence to the timelines indicated in the project documents. Develop an integrated construction schedule on MS Projects with two-week micro plans for activities covering all trades and monitor compliance
- (iii) Co-ordination with all other agencies, local authorities/bodies for implementation of project as per requirement of site conditions and local bye-laws.
- (iv) Invitation of tenders giving wide publicity as per GFR 2017 norms and award of works.

- (v) Supervision and Quality control as per latest CPWD SoR and specifications/BIS codes of practice.
- (vi) The PMC/CA should include clauses in the contract so as to indemnify MoTA against all unforeseen losses during the construction of said project.
- (vii) The PMC/CA should comply with Regulation & Abolition Act 1970 with latest modifications and indemnify MoTA against all liabilities of contract labour.
- (viii) The PMC/CA shall be responsible for all CTE/CVC queries and shall be responsible for making all expenditure as per latest CPWD Manuals/Specifications/guidelines.
- (ix) PMC/CA shall provide all stipulations suggested in the **Access India Campaign** for Divyang persons to be ensured while execution of the said project.
- (x) PMC/CA shall submit fortnightly monthly progress reports duly countersigned by competent authority and progress chart
- (xi) PMC/CA shall observe to provide all fixtures & fitment of Standard quality conforming to Bureau of Indian Standard (BIS) for setting up of NTRI.
- (xii) After completion, handing over the project to MoTA in complete shape along with a hard copy and soft copy of relevant documents developed like tender, Comparatives, Bills, Completion Certificate etc. and any other services as included in the specific execution/sanction of project.
- (xiii) PMC/CA shall be responsible for all the defects after execution of the work. Such defect liability period shall be of 12 months from the date of completion of the work/project.
- (xiv) Any other services as included in the specific sanction of project.
- (xv) PMC shall execute the said work in consultation with the appointed Architect by MoTA and adhere to the Concept Plan, Working Drawings, interior details, design etc. during course of the execution. The Construction agency shall be required to attend the observation of the architect/consultant in this regard.

SECTION -3

Time Period

- 3.1 The Total Time Schedule for the completion of works including tendering, award and execution is three&half month from allotment of work to the PMC/CA.

STAGE	MILESTONE	TIME PERIOD
STAGE -1	Pre-Construction Activities – Calling of tender and awarding of work to Contractor	30 DAYS
STAGE -2	Time period for completion of project	75 DAYS

- 3.2 The date of commencement shall be reckoned from the date of the issue of A/A & E/S by MoTA.
- 3.3 If the Construction Agency fails to maintain the required progress in terms of 3.1above, it shall, without prejudice to any other right or remedy available under the law on account of such breach, compensate to MoTA @1% of the PMC Fee per week of delay, subject to maximum of 10% of Service Charges. The decision of Ministry of Tribal Affair, New Delhi regarding amount of Compensation and period of unjustified delay shall be the final and binding on the Construction Agency.

SECTION-4
PRICE BID SUBMISSION FORM

Date: _____

To

The Director(TRI/Media),
Ministry of Tribal Affairs,
Room No.212, 'D' Wing,
Shastri Bhawan, New Delhi-110001

Ref.: Your RFP Document No.: dated _____

We, the undersigned have examined the above-mentioned Bidding Document, including amendment/corrigendum No._____, dated _____ (if any), the receipt of which is hereby confirmed.

We hereby submit our proposal in conformity with your above referred RFP document for the Service Charges for construction work in the Price Bid as below, attached herewith and made part of this Bid.

Sl. No.	Service Charges (% of project cost) <i>(Exclusive of GST only.)</i>	
	(in figure)	(in words)
01		

We agree to keep our Bid valid for acceptance for 60 days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal Contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding Contract between us.

We agree to all terms and conditions of MoTA as specified in this RFP.

We also understand that the above quoted service charges are **exclusive of GST only**. Nothing extra shall be paid on such account. We also undertake and confirm to deposit the so collected GST/taxes to the Govt. in time bound manner.

We confirm that we do not stand de-registered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned Bidding Document, including amendment/corrigendum if any.

The bid with service charges as Nil/Zero shall be out rightly rejected

[Signature with date, name and designation]

Duly authorized to sign Bid for and on behalf of
(Name of Organisation)

SECTION 5

SUBMISSION OF REQUEST OF PROPOSAL (FINANCIAL BID) & AWARD OF WORK

5.1 Instructions for submission of RFP

5.1.1 Submission of RFP in two envelope system shall be followed:

The Envelope -1 (Sealed) shall contain Bid documents containing terms and conditions except Price Bid Submission Form, duly signed by authorized representative of Construction agency and a certificate in respect of office setup and Field Unit (Construction Wing) with designated technical Manpower located in Delhi/ National Capital Region and as per **Annexure I**. Minimum qualification and experience shall be as per **Appendix- I**.

Envelope – 2 (Sealed) contain the Price Bid Submission Form as per the format specified in Section-4 together with conditions specified therein duly filled up the blank spaces

ENVELOPE – 3 shall contain Envelope – 1 & Envelope – 2.

The sealed envelope – 3 shall be submitted in the office of Director (TRI/Media), Room No. 212, 'D' Wing , Shastri Bhawan, New Delhi-110001. The envelopes shall be super-scribed as below:

- a. Envelope – 1 : “RFP Bid Document”
- b. Envelope – 2 : “Financial Bid”
- c. Envelope – 3 : Name of work _____
Bid reference no. _____

Name of PMC/CA _____

With address

5.1.2 The Envelope – 3 shall be opened first and thereafter Envelope – 1 shall be opened.

5.1.3 Envelope-2 shall be opened on the same day for those bidders who submit duly signed RFP document containing terms & conditions and having office setup with dedicated Field Unit (Construction Wing) located in Delhi/NCR

5.1.4 Each page of the bid document shall be signed with seal by an officer of bidder not less than the rank of General Manager or Chief Engineer or equivalent.

5.1.5 Bids of only those bidders whose bids are complete in all respects as prescribed by MoTA shall be considered. MoTA reserves the right to accept or reject any or all bids received without assigning any reason.

5.1.6 No Correction/modifications in Bid Document shall be allowed at any stage.

5.1.7 The bids can be submitted to the below mentioned address:

The Director (TRI/Media), MoTA, Room No.212, 'D' Wing, Shastri Bhawan, New Delhi-110001.

5.2 Opening of Bids: -

5.2.1 RFP Bids shall be opened at the prescribed time and date as indicated in the bid document. The RFP bids shall be scrutinized and evaluated by the custodian with reference to prescribed parameters.

5.2.2 Authorized representatives of the Agency/Bidder, who have submitted Bids on time may attend the Bid opening provided they bring with them letters of authority from the corresponding Bidders.

5.3 Award Criteria

5.3.1 **The Construction Agency with lowest service charge for Project Management Consultancy shall be declared as L-1 and will be selected as PMC for the project.**

5.3.2 The selected Applicants shall be ranked according to the quoted service charge and the Applicant having lowest service charge will be considered for acceptance. The Second Ranked Applicant shall be kept in reserve and may be invited for negotiation in case the first ranked Applicant withdraws or fails to comply the specified requirement of RFP.

SECTION 6

POST AWARD ACTIVITIES

6.1 Post Bid Activities

6.1.1 Execution of Memorandum of Agreement

The successful bidder shall execute Memorandum of Agreement on non-judicial stamp paper of Rs. 100/- within fifteen days from the allocation of work. The agreement shall be as per norms of MoTA as amended time to time and can be seen during office hours at the office of **The Director (TRI/Media), MoTA, Room No.212, 'D' Wing, Shastri Bhawan, New Delhi-110001.**

6.2 Corrupt or Fraudulent Practices

6.2.1 It is required by all concerned to observe the highest standard of ethics during the bidding process and execution of such contracts. In pursuance of this policy, the Custodian/MoTA:-

- (a) Will reject bid/contract if it determines that the Bidder has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
- (b) Will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the custodian/MoTA if it at any time determines that the agency has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or gross/ deliberate negligence in executing the contract.
- (c) The Custodian reserves the right not to conclude contract and in case contract has been issued, terminate the same, if, found to be obtained by any misrepresentation, concealment and suppression of material facts by the Bidder. In addition, legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated.

6.2.2 A separate Integrity Agreement as per Annexure-IV shall be executed on non-judicial stamp paper of Rs. 100/- with the bidder to whom the work shall be allocated.

6.2.3 It is made clear that acceptance of bid and conveying of the same by MoTA to the successful bidder does not confer any right to the bidder to get the work allotted. MoTA reserve its right to take appropriate decision in the matter after taking into account overall issues concerning the projects as time are the essence of the contract which should be strictly adhered to by the bidder.

6.3 Clause for Performance Security as per Rule 171 of GFR 2017.

The Successful Bidder shall furnish to the Client a security in the form of a bank guarantee for an amount of 5% of the total Assignment Fee towards satisfactory performance of PMC/CA towards the Contract. The Bank Guarantee has to be from a scheduled Commercial bank based in India and shall be as per Form C **at Appendix II**. The Performance Security shall be furnished within the time limit.

Failure of the successful Bidder to submit the required Performance Security shall constitute sufficient grounds for the annulment of the award of the contract.

The said performance security shall be refunded within 60 days after the successful actual completion of work/project.

SECTION-7

COURT JURISDICTION

The MoTA shall not be bound to give justification for any aspect of the Selection Process and the decision of the MOTA 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 MoTA, the jurisdiction shall be restricted to the Courts at Delhi/High Court, New Delhi.

SECTION- 8

ARBITRATION & SETTLEMENT OF DISPUTES:

8.1 Disputes between Construction Agency and Contractor(s) appointed by the Construction Agency.

The disputes between Construction Agency and its contractors shall be resolved by the Construction Agency themselves and MoTA shall not be responsible for any liabilities whatsoever arising out of such dispute/ claims made by other parties. All claims in favour of the contractor as per the arbitration award or court order may be submitted by CA to the owner who will then take a decision regarding payment of the claim or a portion of the claim on satisfying itself that such claims have arisen in spite of proper supervision and due diligence and all actions taken reasonably within its power by the CA.

8.2 DISPUTES BETWEEN MoTA AND CONSTRUCTION AGENCY:

In the event of any dispute or differences relating to the interpretation and applications of the provisions of commercial contracts(s) between Construction Agency, a Central Public Sector Undertakings (CPSE) and MoTA, a body under Ministry of Tribal Affairs, Government of India, such dispute shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSE Disputes) as mentioned in DPE F. No 4(1)/2013-DPE(GM)/FTS-1835, dated 22.05.2018.

8.3 In case of any contradiction in terms & condition between A/A & E/S and clauses of Agreement, the clauses of Agreement shall prevail over the terms & condition of A/A & E/S issued.

SECTION- 9

FORCE MAJEURE

- 9.1 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.
- 9.2 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 MoTA, New Delhi and its decision shall be final and binding on the PMC(s) and all other concerned.

SECTION- 10

BREACH AND REMEDIES

- 10.1 The PMC agrees to indemnify the MoTA against any and all losses, damages, claims, or expenses incurred or suffered by the MoTA as a result of the PMC's negligence or breach of this Agreement. The PMC understands and acknowledges that any negligence or breach of this Agreement may cause the MoTA irreparable damage, the amount of which may be difficult to ascertain and, therefore, agrees that the MoTA 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 MoTA shall deem appropriate. Such right of the MoTA shall be in addition to Remedies otherwise available to the MoTA at law or in equity.

SECTION-11

TERMS OF PAYMENT

11.1 Terms of Payment- The terms of payment have been drawn up as per the milestone.
Milestone and Payment Terms

Phase-1

Sl. No.	Milestone	% Payment of Service Charges to PMC	Cumulative % payment of Service Charges to PMC	% Payment for Construction (CA Amount)	Cumulative % payment for Construction (CA Amount)
1	Approval of Tender Document & Award of Contract	20%	20%	Nil	Nil

Phase-2

Sl. No.	Milestone	% Payment of Service Charges to PMC	Cumulative % payment of Service Charges to PMC	% Payment for Construction (project Cost)	Cumulative % payment for Construction (Project cost)
1	Progress of Work				
2	20% completion of work	20%	40%	20%	20%
3	40% completion of work	20%	60%	20%	40%
4	60% completion of work	10%	70%	20%	60%
5	80% completion of work	10%	80%	20%	80%
6	100% completion including all clearances and approvals including occupancy certificates	10%	90%	18%	98%
7	Successful completion of Defect Liability period of 12 months (DLP)	10%	100%	2%	100%

11.2 Mobilization Advance: - The CA shall be paid interest free mobilization advance @10% of the AA & E/S as first instalment on written request and on submission of Bank Guarantee, in favour of MoTA from a scheduled bank in the prescribed Performa. However, release of mobilization advance will be subject to availability of fund with MoTA. The CA can further request for MBA giving the detailed justification for further advance. However, overall limit of the MBA shall be 20% of the project cost.

SECTION-12
NEFT MANDATE FORM

Date: _____

From: M/s _____

To

The Director(TRI/Media),
Ministry of Tribal Affairs,
Room No.212, 'D' Wing,
Shastri Bhawan, New Delhi-110001

Subject: NEFT PAYMENTS

We refer to the NEFT being set up by MOTA. For remittance of our payments using RBI's NEFT scheme, our payments may be made through the above scheme to us under noted account.

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM

Name of City	
Bank Code No.	
Bank's Name	
Branch Address	
Branch Telephone/Fax no.	
Bank Account No.	
Type of Account	
IFSC code for NEFT / RTGS	
Bidder's Name as per Account	
Telephone No. of Bidder	
Bidder's E-mail ID	
PAN No.	

[Signature with date, name and designation]
For and on behalf of Organisation

[Name & address of the Bidder on
behalf of Organisation]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

SECTION-13

Document Submission Form

COVERING LETTER FOR REQUEST FOR PROPOSAL (Financial Bid)

[On PMC/CA's letterhead]

Reference No:

Date:

To

The Director(TRI/Media),
Ministry of Tribal Affairs,
Room No.212, 'D' Wing,
Shastri Bhawan, New Delhi-110001
India

SUBMISSION OF REQUEST FOR PROPOSAL (Financial Bid)FOR ESTABLISHMENT OF NATIONAL TRIBAL RESEARCH INSTITUTE, NEW DELHI.

Dear Sir,

We hereby submit our Request for Proposal for PMC services as explained in the Request for Proposal for the aforementioned project. In support we submit all the necessary information and relevant documents for our participation. We hereby confirm that all clauses of this RFP (Financial Bid) have been read and fully understood by us.

We understand that MoTA New Delhi reserves the right to reject the submission, without assigning any reason.

Yours faithfully,

Signature of Applicant:

Name of Signatory:

Designation:

Name and address of PMC

Registration Number:

GST Number:

Contact number:

Fax:

Email:

SECTION-14

Check List for submission of for RFP(Financial Bid) Document

S.No.	Type of Document	Attached Yes /No	Page No.
1.	Covering letter for Submission of RFP		
2	Bid Document (Terms & Condition) duly signed by Competent Authority		
3	Certificate in respect of Office Setup with Field Unit & Technical Manpower in Delhi/NCR as per Annexure – I		
4	Power of Attorney/Authority letter as per Annexure – III		
5	PRICE BID SUBMISSION FORM		

Annexure-I

Certificate in respect of Office Setup with Field Unit (Construction Wing)& Technical Manpower in Delhi & NCR

Certified that _____(Name of organization) has an office setup with Field Unit (Construction Wing) having designated technical Manpower, located in Delhi & National Capital Region.

1. _____ (Location of Field Unit) to be assigned the for project work of establishment of NTRI at IIPA Building New Delhi.
2. Details of technical manpower available having qualification and experience as per **Appendix-I** of RFP to be deployed for the NTRI project.

S.No.	Name of Staff/Engineer	Designation	Experience of handling construction works	Education Qualification

[Signature with date, name and designation]

For and on behalf of

To be signed by the bidder / Construction Agency and same signatory competent / authorized to sign the relevant contract on behalf of MOTA.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20.....

BETWEEN

Director (TRI/Media), MoTA, represented throughMoTA, New Delhi.

.....,

.....(Hereinafterreferred as the
“Principal/Owner”, which expression shall unless repugnant to the meaning or context
hereof include

its successors and permitted assigns)

AND

.....

(Name and Address of the Organisation / Construction Agency)

through

(Details of duly authorized signatory) (Hereinafter referred to
as the “Bidder/ Construction Agency” and which expression shall unless repugnant to the
meaning or context hereof include its successors and permitted assigns) preamble

WHEREAS the Principal / Owner has floated RFP (RFP No.) (hereinafter
referred to as “Tender/Bid”) and intends to award, under laid down organizational
procedure, contract for “providing PMC services for construction of EMRSs”. 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) Construction Agency.

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 MOTA.

- 1) The MoTA commit 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)/ Construction Agency(ies)

- 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)/Construction Agency commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender / bidding process and during the Contract execution:
 - a) The Bidder(s)/ Construction Agency 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)/ Construction Agency 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)/Construction Agency (ies) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Construction Agency 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)/Construction Agency will, when presenting his bid, disclose 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)/Construction Agency will not instigate third persons to commit offences outlined above or be an accessory to such offences.

- 4) The Bidder(s)/Construction Agency will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission off acts 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)/Construction Agency 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)/Construction Agency and the Bidder/ Construction Agency accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Construction Agency, 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 Construction Agency shall have powers to disqualify the Bidder(s)/Construction Agency from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/ Construction Agency 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/ Construction Agency.
- 3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Construction Agency, or of an employee or a representative or an associate of a Bidder or Construction Agency which constitutes corruption within the meaning of IPC 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/ Construction Agency as deemed fit by the Principal/ Owner.

- 3) If the Bidder/ Construction Agency 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/ Construction Agency /Subcontractors

- 1) The Bidder(s)/Construction Agency undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/ Construction Agency shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its contractors/vendors/Sub contractor (sub venders).
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Construction Agency.
- 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 Construction Agency 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 of MoTA.

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) 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 intentions.
- 4) 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/Contract 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/Construction Agency along with name of construction Agency)

WITNESSES:

- 1.
(signature, name and address)
- 2.
(signature, name and address)

Place:

Annexure - III

[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 RFP Notice No.: dated which have been invited by the Ministry of Tribal Affairs(MOTA), New Delhi and to undertake the following acts:

1. To submit the proposal and participate in the RFP, published by National Education Society for Tribal Students (MOTA), New Delhi on behalf of the company.
2. To authorize any other Individual, or a nominated User to submit a Bid, and subsequently negotiate and sign the Contract with any entity, agency or National Education Society for Tribal Students (MOTA), New Delhi (wherein after referred to as Owner) for which Tenders are floated.
3. 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.
4. To receive, accept and execute the Contract for and on behalf of the Company.
5. Do any other act or submit any Document related to the above.
6. Handover the Site to the Authorities for execution and obtain Completion Certificate (as applicable).
7. To make estimation of the Work done from time to time (as applicable).
8. To make Design and Drawing Measurement of the Work done from time to time (as applicable).
9. To draw Bills in the name of the Company.
10. To receive the payment in favour of the Company against the aforesaid Bills from the Authorities concerned.
11. To make Correspondence with the said Authorities.
12. To carry out all the activities which the PMC has to perform for owner as per Agreement.
13. 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, Labor Departments and such other Departments connected to the Project(s) and to carry on correspondence with the above, in respect of the Contract.

Signature of the Bidder with Date & Seal

APPENDIX-I

Minimum Qualification and Experience of Manpower to be deployed in Project

Staff Key Personnel	Qualification Minimum	Minimum Experience	Relevant Experience
Team Leader Chief Engineer(Civil)/GM(Civil)/DGM	Degree in Civil Engineering preferable post graduate in Structural Engineering	10 Years	Should have planned, supervised/ executed at least one project of worth Rs. 10 crores preferably construction Project with addition, alteration and renovation.
Executive Engineer (Civil)/Sr. Construction Manager (Civil)	Degree in Civil Engineering preferable post graduate in Structural Engineering	7 Years	Should have planned, supervised/ executed at least one project of worth Rs. 10 crores preferably construction Project with addition, alteration and renovation.
Assistant Engineer (Elect)/Sr. Engineer (Electrical)	Degree in Electrical Engineering	7 Years	Should have, supervised/ executed at least one project of worth Rs. 10 crores Construction Project in the capacity of Sr. Electrical Engineer in charge. He should have sound knowledge of non-conventional energy system and installation and commissioning of HT/LT Sub-Station and Eco-friendly Captive Power System

Appendix II

Form-C-Format for Performance Security (BANK GUARANTEE)

This deed of guarantee made this day ofbetween Bank of.....
(hereinafter called the “Bank”) of the one part, and National Education Society for Tribal Students (MoTA) (hereinafter called “MoTA” and the Client) of the other part.

WHEREAS Ministry of Tribal Affairs (MoTA) has awarded the Contract for providing PMC services for setting up of NTRI at..... New Delhi (The Project) to.....(hereinafter called PMC/CA). (Name of PMC/CA)

AND WHEREAS PMC/CA is bound by the said Contract to submit to MoTA, a Performance Security for a total amount of Rs.....(Rupees in word)

1. Now we the undersigned(Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of(Full name of Bank), hereby declare that the said Bank will guarantee MoTA the full amount of Rs.(Rupees in word) as stated above.
2. On or before, PMC/CA has signed the aforementioned Contract with MoTA, the Bank is engaged to pay MoTA, any amount up to and inclusive of the aforementioned full amount upon written order from MoTA to indemnify MoTA for any liability of damage resulting from any defects or shortcomings of PMC/CA or the debts he may have incurred to any parties involved in the works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by MoTA immediately on demand without delay without reference to PMC/CA and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of PMC/CA. The Bank shall pay to MoTA any money so demanded notwithstanding any dispute/disputes raised by PMC/CA in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
3. This guarantee is valid for a period till Six months beyond the successful completion of project or the extended period, thereof.
4. At any time during the period in which this guarantee is still valid, if MOTA agrees to grant a time extension to PMC/CA or if PMC/CA fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 2, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by MOTA and at the cost of PMC/CA.
5. The guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of PMC/CA.

6. The neglect or forbearance of MoTA in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by MOTA for the payment hereof shall in no way relieve the bank of their liability under this deed.
7. The expressions “MoTA”, “the Bank” and “PMC/CA” hereinbefore used shall include their respective successors and assigns.

In witness whereof I/We of the bank have signed and sealed this guarantee on the ----- day of ----- (Month) 2020 being herewith duly authorized.

For and on behalf of

The.....Bank.

Signature of authorized bank official

Name:

Designation:

Stamp/Seal of the Bank:

Signed, sealed and delivered for and on behalf of the Bank by the above named..... in the presence of :

Witness 1

Signature

Name

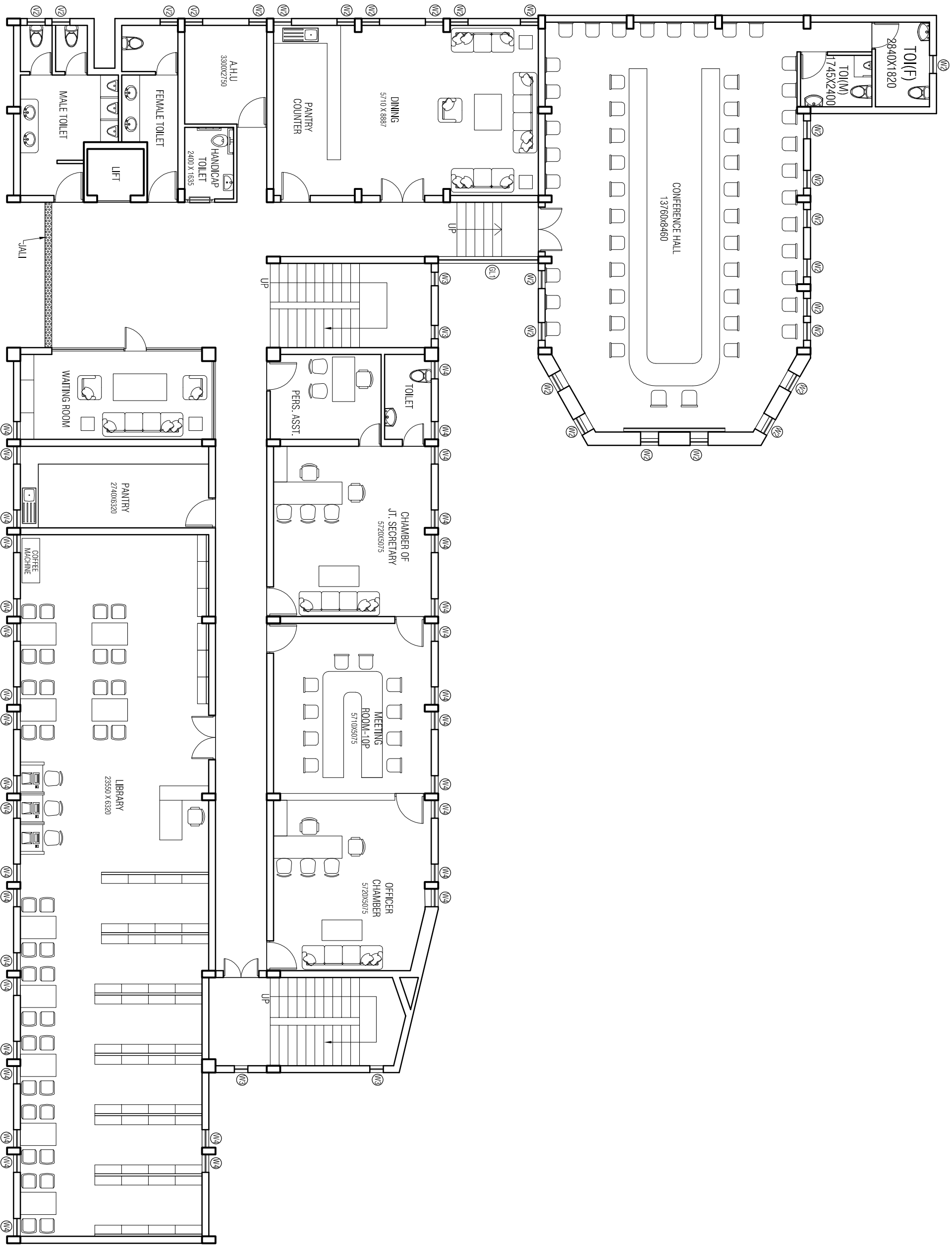
Address

Witness 2

Signature Name

..... Address

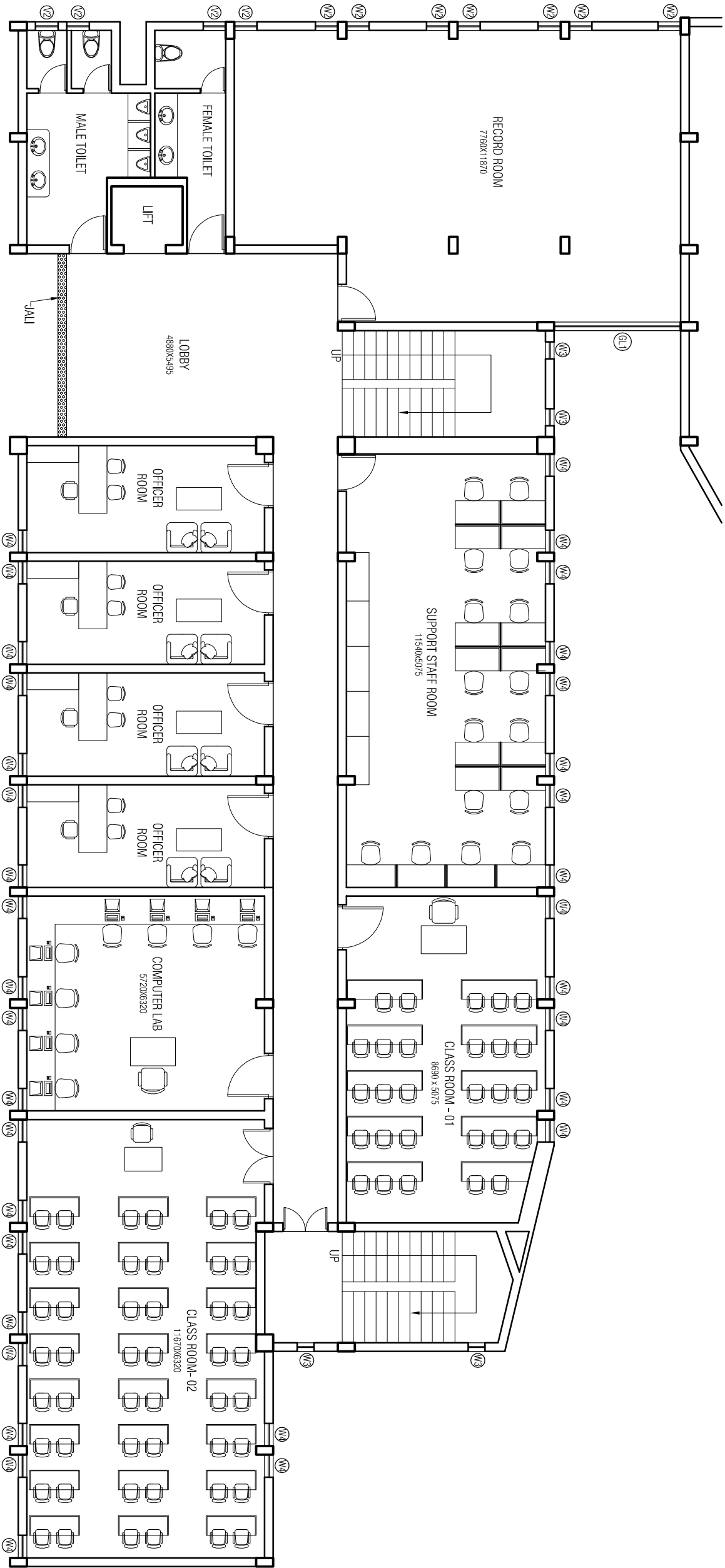
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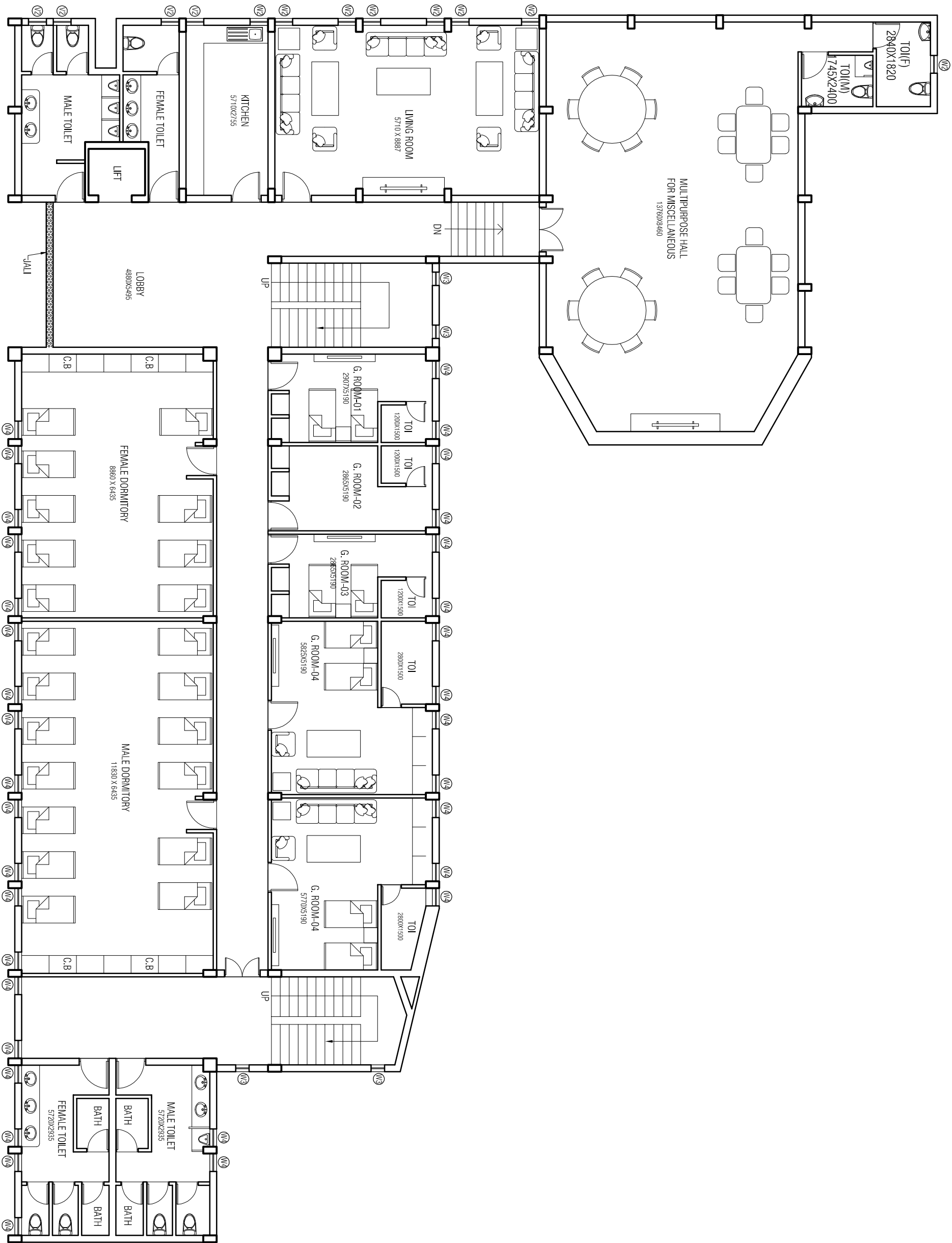
PROJECT

PROPOSED BUILDING FOR NATIONAL TRIBAL RESEARCH INSTITUTE, AT IIPA CAMPUS, NEW DELHI

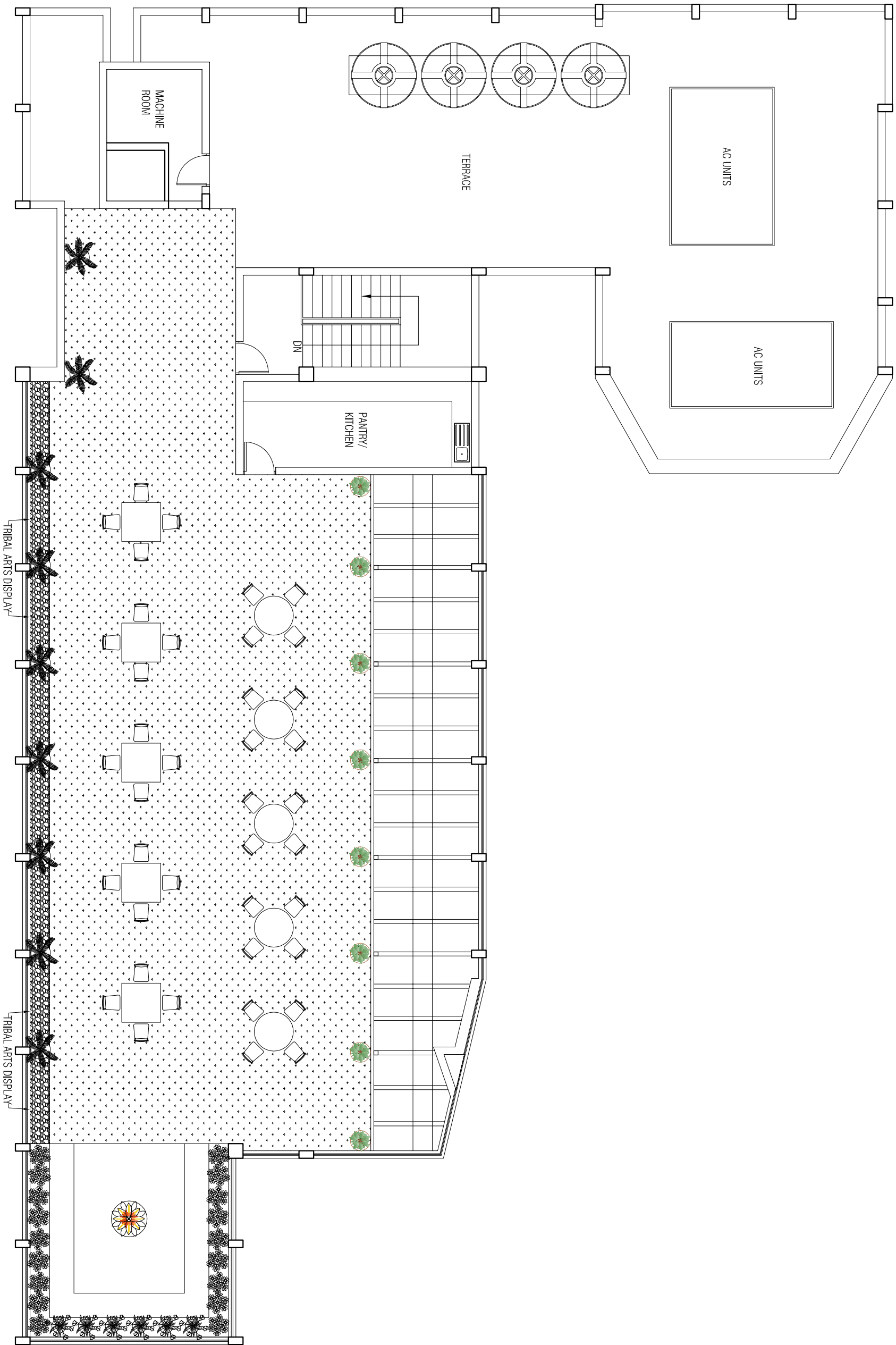
CLINET MINISTRY OF TRIBAL AFFAIRS, SHASTRI BHAWAN, NEW DELHI	TITLE		ARCHITECT/CONSULTANT BHARGAVA & ASSOCIATES (P) LTD. 9 SIRI FORT ROAD, NEW DELHI - 49 PH : 26252247 FAX : 91 - 11 - 26257622	
	FIRST FLOOR PLAN			
	SCALE	DATE		DRG. NO.
	-	OCT 2020		ANTRI-103



PROJECT		CLINET		TITLE		ARCHITECT/CONSULTANT	
PROPOSED BUILDING FOR NATIONAL TRIBAL RESEARCH INSTITUTE, AT IIPA CAMPUS, NEW DELHI		MINISTRY OF TRIBAL AFFAIRS, SHASTRI BHAWAN, NEW DELHI		SECOND FLOOR PLAN		BHARGAVA & ASSOCIATES (P) LTD. 9, SIRI FORT ROAD, NEW DELHI - 49 PH : 26252247 FAX : 91 - 11 - 26257622	
				SCALE	DRG. NO.		
				DATE			
				OCT 2020	A/NTRI-104		



PROJECT		CLINET		TITLE		ARCHITECT/CONSULTANT	
PROPOSED BUILDING FOR NATIONAL TRIBAL RESEARCH INSTITUTE, AT IIPA CAMPUS, NEW DELHI		MINISTRY OF TRIBAL AFFAIRS, SHASTRI BHAWAN, NEW DELHI		THIRD FLOOR PLAN		BHARAVA & ASSOCIATES (P) LTD. 9, SIRI FORT ROAD, NEW DELHI -49 PH : 26252247 FAX : 91 -11 -26257622	
				SCALE	DATE		
				-	OCT 2020		
				DRG. NO.		A/NTRI-105	



TERRACE FLOOR PLAN

PROJECT		CLINET		TITLE		ARCHITECT/CONSULTANT	
PROPOSED BUILDING FOR NATIONAL TRIBAL RESEARCH INSTITUTE, AT IIPA CAMPUS, NEW DELHI		MINISTRY OF TRIBAL AFFAIRS, SHASTRI BHAWAN, NEW DELHI		SCALE	DATE	DRG. NO.	BHARGAVA & ASSOCIATES (P) LTD., 9, SIRI FORT ROAD, NEW DELHI - 49 PH : 26252247 FAX : 91 - 11 - 26257622
				-	OCT 2020	A/NTRI-106	