

# **Centre for Development of Telematics**

## **C-DOT Campus, Mehrauli, New Delhi. PIN 110030.**

Ref. No.: C-DOT/ Campus/ PMC/2024-25/54

### **Request for Proposal (RFP) From Limited** **PSU Agencies**

**The Centre for Development of Telematics (C-DOT)** invites EOI cum RFP in two bids system from Schedule 'A' Miniratna & above Central Public Sector Undertakings (CPSUs) eligible as per GFR, 2017 u/s 133(3) for **Comprehensive Project management Consultancy (PMC) Services for Planning, Supervision, Construction & Development of Various Buildings, i.e., Data Centre. Housing & Hostels, Technical Block and Residential Buildings, etc. at C-DOT Campus, Mehrauli, New Delhi.** Other Central Government bodies notified by the Ministry of Housing & Urban Development for such purpose can participate in the bid.

Tender documents may be downloaded from C-DOT website [www.cdor.in](http://www.cdor.in) (for reference only) or Central Public Procurement (CPP) portal <https://eprocure.gov.in/eprocure/app>.

Further details are provided in the subsequent sections of this tender document.

The PMC Agency shall be selected /Appointed based on Quality-cum-cost based selection system (QCBS) as per GFR 2017 and as defined in this document:

### **IMPORTANT INSTRUCTIONS**

<b>1)</b>	<b>'Owner' / Public Authority</b>	<b>:</b>	<b>Centre for Development of Telematics (C-DOT)</b>
<b>2)</b>	<b>Estimated Cost (Indicative of the complete Project)</b>	<b>:</b>	<b>Rs.210 Crores (Approx.) plus GST</b> (Estimate is mainly based on PAR-2023 of CPWD.
<b>3)</b>	<b>Completion Time</b>	<b>:</b>	36 Months (6 months for planning, statutory approvals & and tendering process and 30 months for execution).
<b>4)</b>	<b>Cost of Tender Documents.</b>	<b>:</b>	NIL
<b>5)</b>	<b>Earnest Money Deposit (in the form of DD/NEFT/RTGS/Bank Guarantee in favorof The Registrar, C-DOT Campus, Mandi Road, New Delhi )</b>	<b>:</b>	EMD is exempted for PSU Bidders on production of relevant certificate as a proof. Otherwise Rs 23 lacs will be payable as EMD fees.

### **PROPOSAL SUBMISSION INFORMATION**

- 1) **'Owner'** / Public Authority reserves the right to accept or reject any or all proposals without assigning any reason thereof.
- 2) Bidders are advised to keep visiting the Centre for Development of Telematics
- 3) C-DOT Campus, Mehrauli, New Delhi website from time to time (till the deadline for bid submission) for any updates in respect of the RFP document notice, if any. Failure to do so shall not absolve the bidder of his liabilities to submit the RFP document complete in all respect including updates thereof, if any. An incomplete bid may be liable for rejection.
- 4) All events will be as per the timeline given in the schedule. All queries by the bidders shall be submitted to the Mr. Rajeev Kumar, Email: - [registrar@cdot.in](mailto:registrar@cdot.in) , (Phone: +91-11-26598272), P.K.Gupta, Email: - [pkgupta@cdot.in](mailto:pkgupta@cdot.in) (Phone: +91-11-26598664) and Mr. Santosh Kumar Jha, Email:- [santoshj@cdot.in](mailto:santoshj@cdot.in) , (Phone: +91-11-26598138) C-DOT Campus, Mehrauli, New Delhi in the given due date. Query should reach before Pre-Bid meeting in excel format.

S.No.	Name of the Bidder	Section/ Page No.	Clause Ref.	Query

- 5) **Authorized Signatory:** Head of the Organization or any Regular Officer of the bidding organization who is authorized by the competent authority Viz C.M.D/ head of organization. The original signed copy of authorization letter/Power of Attorney must be attached with the bid.
- 6) The bidding process shall consist of Two Bid System. The bid must be submitted in two parts comprising:
  - Part-I: Technical Bid & Part-II: Financial/Commercial/Price Bid (all have same meaning).
  - The Part-I (Technical bid) should contain the scanned copy of EMD (If submitted), Technical details of the organization required as per the RFP document, financial information along with other desired information/certificate as per the Annexures of this proposal document.
  - The financial bid should be strictly as per the Price bid format of BoQ (Bill of Quantity) in the form of an Excel file. Financial Bid format (for reference only) is enclosed as per the Annexure-VIII.
  - Details are available with Clause 5 & subclauses.

**REQUEST FOR PROPOSAL (RFP) FROM LIMITED PSU  
AGENCIES**

**FOR**

**Comprehensive Project management Consultancy (PMC) Services for Planning, Supervision, Construction & Development of Various Buildings, i.e., Data Centre, Technical Block, Housing & Hostels and Residential Buildings, etc. at C-DOT Campus, Mehrauli, New Delhi.**

**Information to Bidders (ITB)**

**C-DOT (Centre for Development of Telematics), C-DOT Campus, Mehrauli, New Delhi** is willing to engage the Project Management Consultant (PMC) from amongst Schedule 'A' Central Public Sector Undertakings (CPSUs) eligible as per GFR, 2017 u/s 133 (3) for **Comprehensive Project management Consultancy (PMC) Services for Planning, Supervision, Construction & Development of Various Buildings, i.e., Data Centre, Technical Block, Housing & Hostels and Residential Buildings, etc. at C-DOT Campus, Mehrauli, New Delhi.** Other Central Government bodies notified by the Ministry of Housing & Urban Development for such purpose can participate in the bid.

- 1) The C-DOT Campus, Mehrauli, and New Delhi will select the PMC agency based on Quality- cum-cost based selection system (QCBS) as per GFR 2017. The estimated cost of the proposed Construction & Development of Various Buildings, i.e., Data Centre, Housing & Hostels and Residential Buildings, etc. at C-DOT Campus, Mehrauli, New Delhi as given in the document.

**2) DEFINITIONS:**

**Definitions in relation to 'Make in India' order**

- **'Local content'** means the amount of value added in India which shall, unless otherwise prescribed by the nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value in percent.
- **'Local supplier'** means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this order or by the competent Ministries/Departments in pursuance of this order.
- **'L1'** means the lowest Bidder or lowest bid or the lowest quotation received in a tender, bidding process or the other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- **'Margin of purchase preference'** means maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

- **‘Nodal Ministry’** means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services.
- **‘Procurement entity’** means a Ministry or department or attached or subordinate office of or autonomous body controlled by the Government of India and includes Government companies as defined in the Company Act.
- Similar project means Residential/Institutional & office Buildings, Airport /Railway Terminal Buildings, Colony’s & Campus Development infrastructure, Multistory Buildings, commercial complexes etc.

Unless context or consistency demands, the following terms shall have the meaning assigned to them as given below. However, in case of any doubt arises the decision of CDOT shall be final and binding on all the parties.

- 2.1) **“Owner”** shall mean **C-DOT and** shall include their legal representative, successor and permitted assigns. **C-DOT** (Centre for Development of Telematics, New Delhi), a Society Registered under the Societies Registration Act XXI of 1860 having its registered office at C-DOT Campus, Mehrauli, New Delhi 110030, and includes their legal representatives, successors and permitted assigns. C-DOT also means and includes C-DOT Board or a member of C-DOT Board duly authorized.
- 2.2) **‘CEO C-DOT’** means the Chief Executive Officer of Centre for Development of Telematics or his successors in the office or his authorized representatives.
- 2.3) **‘PMC’** shall mean the agency (PSU/Central Govt. Organization) engaged by the CDOT as the Project Management Consultant and shall be fully responsible for the Construction, development and all other works assigned by the CDOT.
- 2.4) **“Authorized Representative”** shall mean the representative of Project Management Consultant (PMC).
- 2.5) **“Projects”** shall mean Comprehensive Project management Consultancy (PMC) Services for Planning, Supervision, Construction & Development of Various Buildings, i.e., Data Centre. Housing & Hostels and Residential Buildings, etc. at C-DOT Campus, Mehrauli, New Delhi.
- 2.6) The **‘Engineer’** means the officer of C-DOT who will direct, supervise and be in-charge of the work for the purpose of the contract.
- 2.7) **“Services”** shall mean the Comprehensive Design & Engineering, Project Management Consultancy services to be rendered by the PMC as mentioned in this document and assigned by the CDOT from time to time to make the campus fully functional.
- 2.8) **“Contractor”** means the contractor or contractors or suppliers or agencies employed by the Executing Agency (PMC) for the works or any connected works/Services, including the Executing Agency itself in case any work is done directly by the Executing Agency.
- 2.9) **“Completion”** means when the building(s), amenities, utilities, etc. are complete in all respects along with associated services i.e. ready to occupy and are actually

handed over to the 'Owner'.

- 2.10) "CTE" means Chief Technical Examiner.
- 2.11) "CVC" means Central Vigilance Commission, Government of India.
- 2.12) "CAG" means Comptroller and Auditor General, Government of India.
- 2.13) "EPC" means Engineering, procurement and Construction mode.
- 2.14) "CEO " means Chief Executive Officer of C-DOT
- 2.15) "HEFA" means Higher Education Financing Agency.
- 2.16) "MoE" means Ministry of Education.
- 2.17) **PE : Preliminary Estimate prepared by PMC**
- 2.18) **ES : Estimated cost prepared by C-DOT**
- 2.19) **DLP : Defect Liability Period (Valid for 12 Months period)**
- 2.20) "Applicant/Bidder/Tenderer" can be used interchangeably and shall have the same meaning. Similarly, Tender/Bid also shall have same meaning.

**3) ELIGIBILITY CRITERIA:**

The Agencies who fulfill the following eligibility requirements shall be eligible to bid. Ineligible bids shall be rejected out rightly and no further action/technical consideration shall be given to such bids:

- 3.1) Any Schedule –A "Miniratna" & above Central Public Sector Undertaking listed in stock exchange (BSE/NSE) or set up by the Central govt. to carry out Civil or Electrical works as per GFR clause 133(3) can participate in the bid. Other Central PSUs notified by the Ministry of Urban Development for such purpose can participate in the bid. Memorandum of Understanding (MOU) to be submitted along with the tender as documentary evidence for this purpose.
- 3.2) The bids received as a joint venture or consortium are not eligible for participation. Only sole bidders are allowed to participate in the bid.
- 3.3) The bidder must be a government company registered under the Companies act 2013/1956 or a corporation setup by an act of parliament or a department of the central Government. The certificate of incorporation or the gazette notification of the incorporation of the body must be enclosed with the bid.
- 3.4) Should have satisfactorily completed as Project Management Consultant (PMC) /Design, Development and Construction agency for works as mentioned below completed within (07) Seven years ending previous day of last date of submission of tenders. (Copies of completion certificates shall be attached)

a. Three similar works each costing not less than 40% of the estimated cost of the project

Or

b. Two similar works each costing not less than 60% of the estimated cost of

the project

Or

- c. One similar work costing not less than 80% of the estimated cost of the project.

Similar works means experience in **“Providing Comprehensive Project Management Consultancy (PMC) Services for Educational, medical or research Institutes comprising of Administrative, Academic, hostels, Data Centre and residential buildings etc”**.

- 3.5) Cumulative average annual financial turn over during the immediate last 3 consecutive financial years should be at least 75 percent of the estimated cost of proposed project.
- 3.6) The agency should not have suffered any financial losses during last 3 Financial Years.
- 3.7) Agencies that are debarred or blacklisted by any Govt. Departments are not eligible to participate in the tender. A notarized Certificate is to be submitted along with the bid by the bidders to the effect that they are not debarred or blacklisted by any Govt. Department. In case, if it is found at later stage that the bidder is a blacklisted company declared by any Govt. Department then the works shall be withdrawn, and EMD/bid security will be forfeited. Format of Affidavit for Non-Blacklisting is attached at **Annexure-VII**.
- 3.8) PMC must have a regular office or at least strong base/ presence in Delhi. Being a Govt. funded project, the Project Management Consultant should have executed works based on CPWD Standards and Conditions of Contract and be fully conversant with PAR/DSR /DAR norms.
- 3.9) The applicant is ineligible to submit a proposal, if it or any of its constituents has been barred by any Central and/or State Govt. in India. He should have, during the last three years, neither failed to perform on any agreement, nor been blacklisted or expelled from any project or agreement nor have any agreement terminated for breach by the Applicant. A Certificate is to be submitted along with the bid by the bidders to the effect that they are not debarred or blacklisted by any Govt. Department. If it is found at later stage that the bidder is a blacklisted company declared by any Govt. Department then the works may be withdrawn, and action of debarment / blacklisting may also be taken against the defaulting bidder. The bidder shall also inform of any such debarment and/or blacklisting, upon which C-DOT shall have the discretion to continue or terminate the work, either wholly or partially.
- 3.10) The shortlisted bidder will be required to file an affidavit for information provided for the eligibility criteria on a non-judicial stamp paper of appropriate value.
- 3.11) The agency should not have suffered losses during last 3 Financial Years.
- 3.12) Only Class-I Local Supplier and Class-II Local Supplier as defined under the Revised Public Procurement (Preference to Make in India) order 2017, issued vide DPIIT Order No. P-45021/2/2017-PP (BE-II) dated 16<sup>th</sup> September, 2020 and further as

amended from time to time, if any, shall be eligible to bid in the tender. All rulings with respect to Local content, Class-I Local supplier/Class-II Local supplier shall be as per the cited order. The bidder shall submit the Declaration of Local Content (LC) as **per ANNEXURE -XI** in the technical bid.

- 3.13) Restrictions under Rule 144 (xi) of General Financial Rules 2017 (order Public Procurement No.1) of DOE, Public Procurement Division, No. F.No.6/18/2019-PPD) dated 23.07.2020) and amendments / clarifications issued subsequently by DOE shall be applicable to this tender. Format of certificate under Rule 144(xi) in the General Financial Rules (GFRs) 2017 as per **Annexure-XII** needs to be submitted as part of Technical Bid.
- 3.14) Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Vendor/Bidder shall have to upload scanned copy of signed Integrity Pact as per Buyer organizations policy along with bid. Format of Integrity Pact document is attached at **Annexure-XIV. Integrity pact to be signed by competent authority on each page Last page to be signed by all as required/mentioned in the format with complete details of name address.**

#### **4) BIDDERS' ELIGIBILITY AND PREFERENTIAL POLICIES:**

- 4.1) The Provisions contained in Public Procurement (Preference to Make in India) Order 2017 as amended by OM No. P-45021/2/2017-PP(BE-I1) dated 16.09.2020 further as amended from time to time if any, shall be applicable to this tender / RFQ. The margin of purchase preference applicable is 20% or as decided by the relevant Nodal Ministry for the item from time to time.
- 4.2) The minimum Local Content (LC) for Class I and Class II local suppliers shall be 50% and 20% respectively or as decided by the relevant Nodal Ministry for the item. The Bidder shall submit the Declaration of Local Content (LC) as per **Annexure-XI** in the Technical Bid.
- 4.3) Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

If bidder is MSE, **MSE registration certificate issued from approved agencies to be submitted with Technical Bid and it must be valid as on close date of the tender.** The successful bidder should ensure that the same is valid till the end of the contract period. **The bidder must be the registered MSE for Service provider of the offered Service. Annexure XII to be submitted, if applicable.**

#### **5) DETAILS OF BID DOCUMENT**

Details and documents to be submitted along with the bid are:

## Part I: Technical bid document

The technical bid document shall contain the following:

- i. A complete set of the tender document along with addenda/ corrigenda to technical bid documents so issued, duly filled by the Bidder as prescribed in different clauses of the tender document, signed, stamped and date affixed.
- ii. Power of Attorney of the signatory of the Bidder.
- iii. Valid income tax clearance certificate in the proforma prescribed by the Government of India.
- iv. Copies of the audited balance sheets of bidding company/firm for the last three years.
- v. Copies of certificate indicating valid PAN, TIN, PF /ESI, and GST number of the Bidder.
- vi. Copy of experience certificates showing works done in last three years. Certificate issued should not be by anybody below an Executive Engineer level officer.
- vii. An undertaking to the effect that the Bidder is not debarred or black-listed by any organization or any Government agency.
- viii. Price bid undertaking (as per format enclosed vide **Annexure-X**) duly signed and stamped along with scanned copy of EMD (If submitted).
- ix. A declaration / Self Certification regarding compliance of Public Procurement (Preference to Make in India) Order 2017 as amended from time to time. Format is given in **Annexure-XI**.
- x. A declaration regarding Compliance of Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017. Format is given in **Annexure-XII**.
- xi. MSE Registration certificate, if applicable, along with Undertaking as per **Annexure-XIII**.
- xii. Integrity Pact document as per **Annexure-XIV**.
- xiii. Proof of bidder having a regular office or at least strong base/ presence in Delhi.

## Part II: Financial bid document

The financial bid shall comprise of the following:

- i. The financial bid should be strictly as per the Price bid format of BoQ (Bill of Quantity) in the form of an Excel file. Financial Bid format (for reference only) is enclosed as per the Annexure-VIII.
- ii. Quotations should be valid for a period of at least 6 (six) months from the end date for bid submission. However, the quoted rate by the successful bidder shall be valid for entire period of contract.
- iii. Lowest bid will be decided based on the total cost of all items as per the financial bid. Financial bids not in line with **Price bid** format of BOQ will be summarily rejected.
- iv. Addenda/corrigenda, if any, issued to the financial bid documents, strictly within the stipulated timeline.
- v. Incomplete quotes without detail BoQ will not be considered.
- vi. If there is any missing item/service, which is not covered in submitted financial, offer and, the same is required for fulfill the contract, the same shall be supplied free of cost by the successful bidder.



- vii. The C-DOT may seek Bidder's consent for extension of the validity period. Such request and the response to the same shall be made in writing only. The bidder agreeing to the request for extension of validity period shall not seek to modify the previously submitted bid.
- The Part-II (Financial Bid) shall only contain the price offered in the Bid format provided in the document.
  - The Part-I (Technical Bid) will be opened on the date of the tender opening and the Part-II (Financial Bid) after evaluation of Part-I. The Part-II (Financial Bid) of only technically qualified bidders shall be opened, as decided by the Technical Evaluation Committee. The decision of the Technical Evaluation Committee (TEC) shall be final and binding on all the bidders.

## **6) EARNEST MONEY DEPOSIT**

In accordance with Government notification, EMD is exempted for Government bodies, Central / State PSUs, SSI organizations, SMEs and MSEs (who are exempted from payment of EMD), on production of relevant certificate or proof otherwise, Rs 23.00 lacs will be payable as EMD fees. EMD towards Tender Document has to be paid through NEFT as per the Bankers details below and upload the NEFT/UTR details:

CENTRE FOR DEVELOPMENT OF TELEMATICS

CANARA BANK

C-DOT Campus, Chhatarpur, New Delhi - 110030

A/C NO. 0347101002508,

IFSC: CNRB0008657

## **7) PERFORMANCE BANK GUARANTEE**

- 7.1) The successful Bidder, after placement of Purchase Order by C-DOT, shall submit Performance Bank Guarantee for an amount equal to 3% of the Total PO value.
- 7.2) The successful bidder shall have to submit a Performance Bank Guarantee (PBG) within 15 (fifteen) days from the date of acceptance of Work Order / Purchase Order.
- 7.3) PBG shall remain valid for at least three months beyond the successful Completion of the defect liability period . The format of the Bank guarantee is enclosed Annexure **(IX)**
- 7.4) PBG can be deposited through a crossed DD in favour of 'Centre for Development of Telematics' or a PBG in the format provided in Annexure -IX, issued by a nationalized or scheduled bank or online transfer through NEFT/RTGS. Fixed Deposits will not be considered as PBG.
- 7.5) PBG will not be exempted for Government bodies, PSUs, SSIs or MSMEs.

- 7.6) PBG will be considered as submitted only when the hard-copy or e-form of PBG is received along with copy of SFMS message/ UTR details sent by the bidders' issuing bank to C-DOT official bankers.
- 7.7) A penal interest at the rate of 15% per annum on PBG value shall be charged for the delay beyond 30 (thirty) days, i.e., from 31st day after the date of acceptance of Work Order / Purchase Order. Applicable penalty will be deducted from first payment, as and when due to the bidder, after fulfilling all other required payment terms and conditions.
- 7.8) In case, bidder fails to submit the requisite PBG even after 60 days, the purchaser reserves the right to cancel the purchase order.
- 7.9) Any payment for the supply of items / services rendered shall not be made till PBG is submitted by the bidder and verified by CDOT.
- 7.10) In case the Work Order / Purchase Order is cancelled due to non-submission of PBG, action of debarment / blacklisting may also be taken against the defaulting bidder.
- 7.11) All decision of the purchaser / competent authority, in this regard, shall be binding on the bidder.

**INSTRUCTION TO BIDDER REGARDING PBG SUBMISSION:**

**PLEASE MAKE SURE THAT PBG HAS BEEN PREPARED/DONE ON 'CANARA BANK' as advisory Bank.**

DETAILS OF CANARA BANK: -

ADDRESS: - CANARA BANK, CDOT CAMPUS, CHATTARPUR, NEW DELHI-110030

Bank Account No. --- 0347101002508

IFSC Code ---- CNRB0008657

MICR CODE --- 110015160

Kindly also share SFMS code/UTR no. given by your bank so that our Banker can verify it online.

- 8) THE BROAD SCOPE OF THE WORKS / PROJECT DESCRIPTION SHALL BE:**
- 8.1) The Execution of the project shall be undertaken on behalf of CDOT.
- 8.2) Construction & Development of campus which includes Various Buildings, i.e., Data Centre, Technical Block, Housing & Hostels and Residential Buildings, etc. at C-DOT Campus, Mehrauli, New Delhi in compliance with all applicable laws/rules/guidelines issued by Govt. of India.
- 8.3) Execution and Supervision of all the project related activities such as civil, architectural, Structural, Plumbing, Electrical etc. where Engineering, Procurement, and Construction would be fully contracted.
- a) The broad category of works is as given below:

S. No	Blocks
1	Data Centre and NOC block
2	Training Centre & Hostels
3	Sports and recreation block
4	Staff Housing Type Quarters & Social Amenities
5	Directors Bungalow
6	Technical Block

Description of Site: Refer to Site Layout plan at annexure.

- b) Approximate plot area: 36,000 sqm.

Anticipated buildup area: 53,000 Sqm

Design should be based upon the principle of Climate responsive, Energy efficient Architecture. All the units should blend with the existing structure of main R & D Building.

- c) The area and the number of stories are indicative and may vary with CDOT requirements, soil and other conditions. Housing apartment for about 100 staff shall be planned through high rise building having up to 7-8 Story. However, actual figure will come out when the master plan will be finalized.
- d) Number of rooms for the hostels shall be about 50-60 (Hostels may be 1BHK apartment type) however design should be such that twin flats can be combined for one family in case of requirement.
- e) Data center for minimum 150+ racks capacity on each floor may be designed in the Master plan & it has separate entry and fully secured set up. It may be 5to 6 story building having provision of NOC centers at the upper two floors and parking facilities at basement.
- f) Directors' houses (3 Nos) shall be duplex building and will be constructed separately.
- g) Technical Block may cover Lower or Ground floor area having floor height as per the existing building plan. Upper floor having provision of employees seating space, discussion rooms along with washrooms to accommodate 250 Staff. Lower ground floor may be provisioned for Lab. Senior officers' cabin, 12-15 Nos at each floor. Storage space at Ground & first floor along with basement parking for 200 vehicles.
- h) Twin tower for training center & hostels may accommodate Basement parking, Necessary amenities, recreation, cafeteria (2 floors), Guest house, Training Centre, International class guest house (2 floors) and remaining floor for Housing (2BHK & provision of 3 BHK). Minimum 10 flats to be developed as international class Hostel.

- i) Enough FAR and open space along with Park, swimming pool, internal road, street lighting, additional open parking etc. shall be designed in the master plan.
  - j) Master plan along with Architectural design & Estimate is required for all the above. However, Actual construction may be done in phases depending upon the availability of fund.
- 8.4) Obtaining statutory approvals, local body approvals etc. wherever applicable.
- 8.5) The project shall comply with GRIHA-III or above.
- 8.6) All buildings infrastructure shall be planned and designed in phases to ensure that the campus is occupiable by C-DOT as per the need determined during project proposal stage. The First Phase shall complete all the minimum infrastructure to meet the current requirement of the campus. The phasing plan shall be prepared during the time of contract/MoU.
- 8.7) Construction work may be split in phases based on the availability of funds and requisite approvals.
- 8.8) Design shall comply with local architecture, applicable bye laws and NBC-2016
- 8.9) Obtaining completion / occupancy certificate including fire, safety etc., if applicable.
- 8.10) Handing over the completed works/project with quality and compliance of all rules and regulations to CDOT.
- 8.11) Maintenance of building and campus systems during the **defect liability period of 12 months** from the date of handover (Phase wise). The DLP Period is taken phase wise subject to fully functional structure with all the components after the work has been successfully handed and taken over to C-DOT and as per the Milestone prepared and agreed mutually by PMC and the Owner.
- 8.12) Appointment of EPC contractor: PMC shall appoint EPC contractor based on design proposal finalized by Design Consultant through design finalization stage as per GOI norms/GFR norms.
- 8.13) PMC shall appoint design consultant for the preparation of proposal good for bidding of EPC contractor. The broad scope of Design consultant shall include:
- a) Architectural design of buildings and master plan.
  - b) Structural design and drawings etc.;
  - c) Mechanical, Electrical & Plumbing (MEP) services and drawings.
  - d) Low voltage systems (CCTV/LAN etc.) facilities and drawings.
  - e) Landscaping and horticultural development least affecting the natural flora and fauna of the site and drawings.
  - f) Clearance of the site in all respect.
- 8.14) The design consultant shall have appropriate qualification and experience consistent with the project challenge.

- 8.15) PMC shall involve One/Two representatives of CDOT in selection of Design Consultant along with other experts
- 8.16) The proposal of design consultant presented at the time of selection of Design Consultant shall be tentative and CDOT is at its liberty to accept/change or ask for alternative design during design finalization stages
- 8.17) PMC shall ensure that Design consultant completes the design and drawing proposal in less than 3 months through following design finalization stages:
- i) Concept design alternatives
  - ii) Final concept
  - iii) detailed design with model/3D walkthrough
  - iv) Design shall be cost effective and efficient in fund utilization. Structural design shall be vetted by third party if required.
  - v) Design consultant shall interact with CDOT team to get detailed understanding of the requirements and has to follow the directions issues.
  - vi) The Design Consultant shall be registered with Council of Architecture (COA) and consistent with the handbook of professional practices.
  - Vii) Design consultant shall be responsible for design coordination and technical support during EPC contract stage within the finalized design.
- 8.18) The EPC contract shall be concluded by the PMC.

## **9) DURATION OF CONTRACT**

The contract will be valid for 3 (three) years from the date of award of work. Further extension of the contract will be considered, by the competent authority, based on the Project requirements and justified extension of time.

## **10) BID CONDITIONS:**

The estimated cost of the project is as mentioned, and duration is **36 Months** (6 months for planning & tendering process and 30 months for execution). The Bidders shall provide their services as PMC for a period of **36 Months** or till the completion of the project whichever is later.

- 10.1) Based on approvals of the subsequent phase and the fund, the completion of each phase is defined as 30 Months from the start date of the phase. The execution terms & condition as applicable for the first phase will remain same for the subsequent phases.
- 10.2) Owner reserves to itself the authority to reject any or all of the bids received and change the scope of the work without assigning any reason. The Owner also reserves the right to itself to terminate the bidding process at any stage without assigning any reason.

- 10.3) The offer, in which any of the prescribed conditions is not fulfilled or where the bidder puts any condition including that of conditional rebate, shall be liable to be summarily rejected.
- 10.4) Canvassing whether directly or indirectly, in connection with the bid is strictly prohibited and the bid submitted by the bidder who resorts to canvassing in any form would be liable to rejection.
- 10.5) The offer shall remain open for acceptance for a period of **180 days** from the date of opening of 'Bids'.
- 10.6) Bidder must ensure before submitting the bid that each and every page of the bid documents is signed by the authorized officer of the organization. The bid document shall form a part of the contract agreement. The successful bidder on acceptance of his bid by the Accepting Authority, and issue of letter of intent/ award shall sign the contract agreement / MOU as required by the Owner.
- 10.7) To obtain first-hand information on the assignment and on the local conditions, bidders have to visit the actual site of the project. Bidders must be informed themselves of local conditions and hilly terrain and take these into account while preparing their bids.

#### **11) SUBMISSION OF BID:**

Bids to be submitted online only on CPP Portal on the date mentioned in this document. The bid can form PMC work in two parts –

- i. Part –I will cover work related to Planning, designing, DPR, Master plan, Necessary statutory approvals, clearance/ Permissions/ Certifications from all concerned bodies/ agencies including the environment clearance to start the work.
- ii. Part-II will cover execution of the work along with Tendering process and award of work to the contractor(s). Actual quantum of work to be executed will dependent upon the availability of fund.

Accordingly, Payment of the PMC for Part-II will be in line with the part of the actually execution of work / part of the project.

The Agency (PMC) charges all-inclusive but excluding GST for Providing Comprehensive Design Engineering and Project Management Consultancy (PMC) Services shall be quoted in terms of Fee both in figure and in words duly signed by the Authorized Signatory to be indicated in the prescribed format provided. GST as applicable shall be paid as per GoI Norms.

The owner shall reimburse/ pay all expenditure related to obtaining statutory clearances of the project as per actual including registration charges (if any) with concerned authority.

#### **12) EVALUATION CRITERIA:**

Combined Quality cum Cost Based Selection (QCBS) as detailed in the tender.

12.1) **Qualifying Criteria & Technical Bid:**

- i) The bidders fulfilling the eligibility criteria (as per clause 3 and including sub clauses) will be notified of the date and venue for the presentation to be presented before the Technical Evaluation Committee (TEC) constituted by the CDOT. The qualified firms will cover the following aspects in their presentations. The presentation by each firm should be of 30-45 minutes duration.

The Presentation must include following points:

- Organization structure
- key performance indicators of PMC for EPC projects.
- Reporting and recording systems.
- Quality management plan of past similar projects.
- Strength & weakness of the organization in terms of PMC.
- Design and execution plan of qualifying projects
- Methodology, Understanding of Project, etc.
- Typical project schedule of past project of similar nature (preferably qualifying projects)
- Conceptual plan/Proof of concept
- Manpower support for supervision and quality control

12.2) **Evaluation of Technical Bid**

The duly constituted Technical Evaluation Committee (TEC) shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria. The bid shall be evaluated as per the following criteria:

S. No.	Criterion	Evaluation Criteria
A.	<b>Technical Manpower (Presence of in-house professionally qualified staff on the payroll of the PSUs in indicated categories)</b>	<b>Max. 20 Marks</b>
(a)	Civil Engineers (Minimum 5 years of experience)	<b>Max. 10 Marks</b> Civil Engineers (Min. Qualification - B. Tech from CFTIs/ AICTE approved Institutions) i) 301 and Above: 10 marks ii) Between 201 to 300 Engineers: 07 marks iii) Between 101 to 200 Engineers: 5marks

(iii)	Electrical Engineers (Minimum 5 years of experience)	<b>Max. 5 marks</b> Electrical Engineer (Min. Qualification- B. Tech from CFTIs/ AICTE approved Institutions) i) 25 and Above: 5 marks ii) Between 5 to 24 Engineers: 3 marks
(iv)	Architect	<b>Max. 5 marks</b> Architect (Minimum Qualification – B.Arch from CFTIs/ AICTE approved Institutions) i) 05 and above with minimum 05 years of experience: 5 marks ii) 05 and above with minimum 03 years of experience: 3 marks iii) Between 01 to 04 Architects with minimum 05 years of experience: 2 marks iv) Between 01 to 04 Architects with minimum 03 years of experience: 1 mark.
<b>B.</b>	<b>Methodology, Understanding of Project and presentation on Concept Design and execution plan (based on the presentation made before TEC)</b>	<b>Max.35 Marks</b> <ul style="list-style-type: none"> <li>• Past project with focus on special features (04 marks), quality aspects (06 marks) along with some photos, and some special project management techniques (05 marks) that might have been used to execute the project speedily and within initial budgeted cost. (Max Marks : 15)</li> <li>• Technical Approach and Methodology towards this project with respect to the nature of typology, structure, orientation, kind of finishing, approaches for green building, sustainability , energy efficiency/ overall savings safety measures, innovations etc. and innovative idea of technology/ PEB/ Modular construction for faster construction. (Max Marks : 10).</li> <li>• Project Management approach for this project – Work plan including time schedule (02 marks), quality Assurance (02 marks), HSE/ Risk system (02 marks), project organization (02 marks), responsibility of Key Personal (02 marks). (Max Marks :10)</li> </ul>
<b>C.</b>	<b>Past Experience of the PSU</b>	<b>Max.30 marks</b>
i	Experience of similar nature of works during last five years: Projects successfully completed	Max.05 marks i) 03 Marks (50% marks) for minimum eligibility criteria ( <b>as per clause 9.1</b> ) ii) 05 Marks (100% marks) for twice or more than twice than the minimum eligibility criteria or more.



ii	Navratna and above / Schedule A-Mini Ratna	Max. 05 Marks i) 05 Marks for (Navratna & above) ii) 03 Marks for (Schedule A Mini Ratna,)
iii	No. of years in the relevant operational area (Construction and other allied works)	Max. 05 Marks. i) 05 Marks for more than 50 years ii) 03 Marks for experience between 40 to 50 years iii) 02 Marks for experience between 20 up to 30 years
iv	MOU Rating of the PSUs	Max. 05 marks i) Excellent: 05 Marks ii) Very Good: 04 Marks

	<p>MOU Rating for the Seven Consecutive years issued by DPE, GoI as per the formula Given below:  "MoU Rating marking to be considered for the last 7 consecutive years as follows:  (a) Excellent - 1 points  (b) Very Good - 0.8 points  (c) Good - 0.6 points</p> <p>The marks shall be awarded based on the following formula:  Obtained marks = (Total points for 07 years) x (4/7)</p>	iii) Good: 03 Marks
v	Experience in Green Building	<p>Max. 05 marks</p> <p>i) 05 Marks for at least One projects successfully completed with 05-star GRIHA Rating/Platinum LEED rating</p> <p>ii) 03 Marks for single project with 4 Star GRIHA rating/Gold LEED Rating</p> <p>iii) 02 Marks for one projects successfully completed with 3- star GRIHA rating/Silver LEED Rating</p>
vi	Experience of successfully completed at least one data center infrastructure in last five years	Max. 05 Marks
D	<b>Financial Capability</b>	<b>Max. 15 marks</b>
i)	Average Annual Financial turnover in last three financial Years.	<p>Max.05 marks</p> <p>i) 03 Marks (60% marks) for minimum eligibility criteria.</p> <p>ii) 05 Marks (100% marks) for twice the minimum eligibility criteria or more than twice.</p>
ii)	Average Annual Profit before tax (PBT) in last three financial years	<p>Max. 5 marks</p> <p>i) Between Rs. 50 – Rs. 100 Cr: 2 Marks</p> <p>ii) Between Rs. 100 – Rs. 200 Cr: 3 marks</p> <p>iii) Above Rs. 200 Cr: 5 marks</p>
iii)	Net worth as on 31 March of previous Financial Year	<p>Max. 5 marks</p> <p>i) Above Rs. 500 Cr: 5 marks</p> <p>ii) Between Rs. 200 – Rs. 500 Cr: 3 marks</p> <p>iii) Between Rs. 100 – Rs. 200 Cr: 2 mark</p>
Total		<b>100 Marks</b>

- a) The Technical Evaluation shall be carried out based on the signed 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 60%. 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 and the Financial Bids of such failed bidders will not be opened.
- c) C-DOT 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 will be displayed on the CPP Portal / email-id provided by the bidder.

### 12.3) Opening and Evaluation of Financial Bid

The Financial Bids will be opened only of those bidders who secure 60% marks and above in technical bid (Stage-I) and each is termed as Technically Qualified Bidder (TQB). The cost indicated in the Financial Bid shall be deemed as final and reflecting the total cost of services and should be stated in percentage (%) only on the actual project cost or estimated preliminary project cost, whichever is lower. The financial bid is excluding GST as applicable.

### 12.4) Award of contract:

**Selection of Bidder for Award of Work:** The final selection of the bidder for the award of work will be based on the scores secured in the Technical Bid (Stage-I) and the price quoted in the Financial Bid (Stage-II) as detailed below:

- i) 80 % weightage will be considered for **Technical Score (TS)** obtained in the Technical bid (stage-I).
- ii) 20 % weightage will be considered for the price quoted by the bidder in the financial bid, this will be termed as **Financial Score (FS)**. Financial score of the proposals will be determined using the following formula:

$$FS = 100 \times (FL/F)$$

Where,

“FS” is the financial score of an applicant (bidder),

“FL” is the lowest Financial Proposal among all TQBs and

“F” is the financial proposal of the particular applicant (bidder).

- iii) For the purpose of calculation of **Composite Score (CS)** for each bidder, the weightage shall be 80 % for the Technical Score (TS) and 20% for Financial Score (FS) of the respective applicants. The Composite Score shall be calculated using the following formula:

$$CS = 0.80 \times TS + 0.20 \times FS.$$

The TQBs will be ranked accordingly to their **Composite Scores** and will be

listed in the order of merit as H1, H2 and H3 and so on. The top scorer bidder (H1) shall be eligible for the award of the work as PMC. In case, if the H1 bidder declines the contract/fails to take up the work, TEC may consider the other TQBs in order of merit.

- iv) Even though a bidder may satisfy the above requirements, the bidder would be liable to disqualification if it has:
  - a) Made misleading or false representation or deliberately suppressing the information in the forms, statements and enclosures required in the pre-qualification document.
  - b) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.
- v) Empanelment 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 constituted by CDOT.
- vi) The decision of the C-DOT BOARD shall be final and binding on all the bidders in all respect.
- vii) The decision of the CDOT authorities shall be final and binding on all in all respect.

#### 12.5) Memorandum of Understanding (MOU)

The MOU between PMC and Owner will be executed with mutually agreed terms and conditions. This document/relevant terms and condition will be part of MoU as decided by the CDOT /Owner. However, the minimum requirements of GFR 2017 and other related GOI directions for such project shall be complied with.

### 13) TERMS & CONDITIONS OF ENGAGEMENT:

#### A) RESPONSIBILITIES OF PMC

- i. Subsequent to signing of the MoU, **PMC** shall take possession of encumbrances free site from the **OWNER** and shall nominate a responsible engineer for execution of the Project under intimation to **OWNER**.
- ii. The planning, designing of the Project shall be done by the **PMC**. **PMC** shall prepare architectural concept and other services drawings as per the scope of works provided/required by **OWNER**. **PMC** shall prepare preliminary cost estimates based on approved architectural concept /other services drawings & specifications by **OWNER**. Preliminary cost estimates shall be prepared based on CPWD plinth area rates / DSR (as applicable) enhanced by the cost index of the area and market rate analysis for items which are not included in CPWD, PAR, for financial sanction / approval of the **OWNER**.

- iii. The 'PMC' shall obtain necessary Statutory Approvals/ Permission/ Clearances/ Certificates from the concerned Local Bodies & Statutory Authorities like District Authorities, Municipal Corporation, Panchayati Raj Institutions, Town Planning Board, Electricity Board/ Fire Department, State/ Central Pollution Control Boards, State Environmental Authorities, Forrest and Wild-life authorities etc. (for e.g. removal of trees, re-locating utilities; conversion of railway level crossings, laying of railway sidings needed by the work; traffic control; mining of earth and stone; interfering protected monuments; blasting permission, environmental/ forest/ wild life clearances; and shifting of religious shrines etc.) to start the work.
- iv. Based on the approved PPR, "PMC" shall prepare a Detailed Project Report (DPR/ Preliminary Estimates (PE) consistent with their norms and standards, containing milestones and commensurate activities to be accomplished against each Milestones and Baseline Program in the form of CPM network depicting clearly Dates of start and completion of the work and submit it to C-DOT along with all the relevant input information, documents and Drawings etc. for approval of C-DOT. PMC shall use C.P.W.D Plinth Area Rate/DSR (as applicable) for framing the DPR/PE. NON DSR items shall be incorporated in the detailed estimates only when these are not readily available in the DSR. C-DOT shall accord approval to the DPR/PE containing milestone and baseline program in the form of CPM network and issue administrative approval (A/A) and Expenditure Sanction (E/S) after the submission of the same by PMC. The preliminary Estimate as well as actual expenditure/cost shall not exceed the approved project cost.
- v. **PMC** shall prepare tender documents comprising the technical specification, BOQ, general terms and conditions, special conditions etc. and decide on inviting tenders either on engineering procurement construction (EPC)/ item rate mode. **PMC** will provide in its contract with Contractor/Agencies, escalation clause as per prevailing CPWD's General Conditions of contract. For efficient Project execution, if required, PMC shall decide on sub packaging of the entire work. PMC shall invite open tender based on prevalent / established prequalification criteria. **PMC** shall award the work within sanctioned cost (excluding agency charges) to the technically qualified lowest bidder.
- vi. If there is an increase in L-1 tendered cost vis a vis sanctioned cost (excluding agency charges) then **PMC** shall put up a proposal to the **OWNER** for sanction of the revised cost with supporting documents and technical justification.
- vii. PMC shall make PERT Programme, Cash flow statements , maintain site order Book and other necessary project planning & monitoring tools for time bound progress of the project.
- viii. **PMC** shall make all the statutory payments to the local government or any other statutory body or bodies relating to the Project from the Project Fund.

- ix. **PMC** shall unless otherwise specified be fully responsible for procurement of all materials through contractors/agencies for the Construction activity and be liable for compliance of statutory laws/rules/regulations.
- x. **PMC** shall be wholly responsible for any observations and/or comments and, if any, defects pointed out by C.T.E and/or C.V.C and/or C.A.G in the planning & procedures of execution of the Project.
- xi. **PMC** shall have the absolute authority to grant escalation, extension of time, cancel or determine cancellation of contract, either in full or parts, if the Contractor fails to perform / complete the work, due to inferior workmanship etc. **PMC** shall get the balance work completed at the risk and cost of the Contractor / subcontractor.
- xii. Any defects discovered and brought to the notice of the **PMC** during the period aforesaid shall be rectified by the Contractor appointed by the **PMC**. **PMC** shall ensure that in the event of the failure on the part of the Contractor, the same may without prejudice to any other rights available to it in law, be rectified by the **PMC** at the cost and expense of the Contractor.

#### **B) RESPONSIBILITIES OF OWNER:**

- i. The **OWNER** shall provide to **PMC** all Project related requirements/ detailed scope of works for planning/designing pertaining to the Project.
- ii. **OWNER** shall demarcate and hand over the site free of all encumbrances or charges to **PMC**. It is further clarified that **PMC** shall not be held responsible by the **OWNER** for any encumbrance or encroachment related litigation, continuing or future, which may arise in relation to the site and in case, **PMC** is involved in any such suits arising out of the site, continuing or threatened, the **OWNER** shall extend all possible support to **PMC** in such litigation before any court or tribunal.
- iii. The **OWNER** shall exercise its responsibility as the owner of the Project by signing the drawings required for Statutory Authorities and also by giving necessary authorization to **PMC** to secure approvals from local bodies of statutory authorities for the planning, construction as contemplated in this agreement from time to time. However, the **OWNER** shall help the **PMC** to the extent of writing letters to local bodies regarding getting such approvals.
- iv. **OWNER** shall give / convey the approval of the sanctioned cost of the Project for its execution. **OWNER** shall also convey / grant timely approvals to the revised cost estimates as submitted by the **PMC** along with proper justification.
- v. **OWNER** shall release the funds/payments comprised in the Project Funds promptly and as and when required by **PMC** to ensure that the progress of work is not hampered due to non-availability of funds.
- vi. **OWNER** shall provide its GST registration certificate for the purpose of GST returns & shall raise timely tax invoices by **PMC**.
- vii. **OWNER** shall nominate authorized nodal officer/ to inspect and check the 'construction work' from time to time to see that the construction works are being carried out as per

drawings & specifications as provided in the approved cost estimate. If during the inspection, any defects or variation without the written request of the OWNER are found, then the same shall be rectified by the PMC through its deployed contractors.

- viii. OWNER must ensure to communicate any change in Scope, Extra items to be incorporated in the awarded work well in time. Further, no separate approval for deviations in quantities in the awarded work to the Contractor will be obtained by PMC from the OWNER where the deviations are within the prescribed limits as per Contract and /or within the approved sanctioned cost (including agency charges) of the Client.

### **C) PAYMENT TERMS & RELEASE OF FUNDS**

- i. PMC shall execute the Project on “Deposit work basis” on behalf of **C-DOT** and shall be paid @ ----- % (----- **percent only**) excluding GST on the actual cost of the Project/Preliminary estimate, whichever is less, for Architectural & Engineering Services for planning, designing, Project Management, Supervision Services.
- ii. The expression ‘actual cost of Project’ shall include the following:
  - a) All the final payments made to the contractor(s), sub-contractor(s), vendors / supplier(s), TPQM agency etc. as agreed upon in the tender for the construction of all the buildings, services, related facilities etc.
  - b) All costs of materials acquired for the Project and used on the work, either directly or through the contractor(s) including storage charges, carriage and any other incidental charges connected with such materials but excluding the material not incorporated or not handed over to the **OWNER**.
  - c) All cost of labor and manpower deployed on the Project works by the PMC on its own or through labor contractors or even its own manpower provided to contractors for execution of the works.
  - d) Actual cost of site survey, soil testing charges, laboratory charges for testing of any material, manufactured or built items including the cost of cartage of samples to and from the laboratory.
  - e) The cost towards vetting of design/drawings from any reputed institute (including Indian Institute of Technology) and/or their services for consulting any matter concerning the Project.
  - f) The contingency towards watch & ward staff, construction of site office, other field requirements etc. as per CPWD works manual.
  - g) All monetary liabilities of the **PMC** towards the contractors/ sub-contractor, suppliers and other agencies to the extent these falls within the definition of actual cost as may be left outstanding at the time of payment of final bill provided, they have been accepted by the PMC as balance payment against final bill of these agencies.
  - h) All additional costs as payable to contractors /vendors/labors etc. on account of risk & cost action against contractor.
- iii. The actual cost of work shall not include:
  - a) cost of land; and

- b) cost paid by the **OWNER** to local government or any other statutory body or bodies for getting approvals for the Project etc.
- c) All liabilities arising out of any court decree or arbitration award and /or any additional costs transpiring due to the direction of any court/tribunal /statutory body and/or any other legal costs including but not limited to the cost of hiring advocates, getting legal opinions, filing of pleadings etc. for the purpose of initiating on behalf of, or defending, itself or the **OWNER** in any suit or arbitration, in respect of any dispute arising out of the Project works done or to be done and/or freeing the site of all encumbrances and/or charges. This sub-clause only addresses disputes/arbitrations/suits with any or all of the contractors or any other person(s) body/authority. Nothing in this sub-clause shall be construed to cover any disputes/arbitrations/suits between the **OWNER** and the PMC, in which case, each party shall bear its own costs.
- iv. All tax liabilities including Applicable Taxes on payments to contractors & PMC and any further tax liability arising out of statutory amendments in laws, government notifications etc. shall be paid by OWNER to PMC.
- v. In case of non-receipt of the payment , any extra cost incurred by PMC on operation of GST law applicable from time to time including but not limited of reversal of Input tax credit and interest thereon , such extra cost shall have to be reimbursed to PMC by the OWNER.
- vi. The payments by the OWNER shall be made by transfer of funds in a bank account of PMC India Ltd. or through demand draft/cheque /RTGS/NEFT.
- vii. The OWNER shall give initial deposit of 10% (Ten percent only) interest free advance of the fees calculated on estimated cost on signing of the Agreement to PMC. This initial deposit would be retained for adjustment against the last portion of the estimated expenditure.
- viii. At the time of the award of work to the contractor(s) and other payments made to PMC, please follow the Schedule of Payment table at Sub clause- x below.
- ix. The PMC shall give to the OWNER, their monthly reimbursement bill showing description of work done, quantity & value of services rendered and Applicable Tax along with their expenditure claim (including agency charges) duly certified by a representative of PMC on the Project, for reimbursement of expenditure incurred. The OWNER shall release the payment within 30(Thirty) days of submission of invoices/reimbursement bill by the PMC. Bill frequency should not be more than a bill in a month. On completion of work, the accounts of the works shall be closed and a final statement shall be submitted for settlement along with refund of excess deposit received, if any, audited by a Chartered Accountant. All government rules & regulations pertaining to Applicable Taxes shall be applicable and binding on both OWNER & PMC. As the progress of the project is dependent on the funds provided by the Client, in case the payment is delayed beyond 30 days by the OWNER, the contract term will be automatically extended for the delayed period.
- x. Schedule of Payment:

PART-1(STATUARY APPROVALS), Payable **on Estimated cost (ES) put to the Tender**,  
(Total Value  $0.35 \times ES \times R \%$ ) plus applicable GST (R is the rate quoted by PMC in %)



1	Retainer	On appointment/signing of agreement/ Acceptance of offer adjustable at the last stage. (Shall be paid against Bank Guarantee of equivalent amount)	10% of total fees payable
2	Stage 1	On submitting conceptual designs, Lay out Plans, DPR etc. and rough estimate of cost.	20% of total fees payable less retainer amount.
3	Stage 2	On submitting the required preliminary Scheme for the Clients approval along with preliminary estimate of cost	25% of the total fees less payment made up to stage 1.
4	Stage 3(a)	On incorporating C-DoT's suggestions and submitting drawing for approval from client/statutory bodies if required	30% of total fees payable less payment made up to stage 2.
5	3 (b)	Upon clients/Statutory approval for commencement of construction, where applicable.	35% of total fees payable less payment made up to stage 3(a)

**PART-2 (CONSTRUCTION PHASE) Payable on Actual Work done Amount (0.65\* WD\* R %)** + plus applicable GST (WD means Work Done Amount)

1	Stage 1	Upon preparation of tender drawings, specifications, and schedule of Qty, Inviting tender & award of work	10% of total fees payable on Tendered Amount
2	Stage 2	On submitting working drawings and details required for commencement of work at site	20 % of total fees payable less payment made up to stage 1
3	Stage 3	(i) On completion of 20% of the work	30 % of total fees payable less payment made up to stage 2
4	Stage 4	(ii) On completion of 50% of the work	40 % of total fees payable less payment made up to stage 3

5	Stage 5	(iv) On completion of 80% of the work	45 % of total fees payable less payment made up to stage 4
6	Stage 6	(v) On completion and Handing over the project along with submitting completion report, As built Drawings for issuance completion/ occupancy certificates from statutory authorities made at various levels wherever required.	55 % of total fees payable less payment made up to stage 5
7	<b>Stage 7</b>	On successfully completing defect liability period after finishing all the repairing and removing all the defects.	65 % of total fees payable less payment made up to stage 6

- xi. The overall fee payable shall not exceed the % age quote by the PMC over the preliminary Estimate (PE) for all the scope of work after award of the contract. In case of reduced scope of work in construction stage at any time, payment shall be made over on the estimated cost (ES) up to Stage 3(a & b) i.e., up to 35 % of the ES of cost and 65% on the actual cost of work done amount as indicated above. In any case capping amount shall remain the % cost of the preliminary Estimate (PE) prepared by the PMC after getting the award of work. Example given below will make it more clear.

- xii. **An illustration for the fees payable to PMC:** Estimated cost (ES) put to the Tender: 210 Cr, PMC quoted 4% fees, Preliminary estimate prepared by PMC is 300 CR (Assumed), GST extra

S.No	Description	Fees Calculated	Fees Applicable/Payable
1	Preliminary Estimate (PE) prepared by PMC after the award: 300 CR.	$300 \times 0.04 = 12.00$ Crore	12.00 Crore shall be capping amount in all the cases.
2	Case A : when work done amount (completion cost) is less than ES, Say 100 CR	$210 \times 0.04 \times 0.35 + 100 \times 0.04 \times 0.65$ i.e., $2.94 + 2.60 = 5.54$ Cr	<b>Applicable fees shall be 5.54 Crore</b> , Not $100 \times 0.04$ i.e., 4.00 Crore.
3	Case B: when actual project cost is more than ES, Say 260 CR	Fees shall be $260 \times 0.04 = 10.40$ CR	10.40 Cr shall be Payable
4	Case C: When actual project cost is more than PE, Say 400 CR	Fees calculated $400 \times 0.04$ i.e., 16.00 Cr	12.00 Cr As shown at S.N. 1 as per capping amount
5	Case D: No work done only statutory approvals PART (Part -1) done	$210 \times 0.04 \times 0.35$ (If done up to stage 3b, otherwise paid up to applicable	2.94 Cr, if done up to stage 3(b).

		stage on pro-rata) basis.	
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Even the PMC did not complete the work up to stage 3(b), He shall be paid part of 35% i.e., from (10%-35%) of payment on PE as applicable. This exercise is illustration to understand the payable PMC fees by example. GST as applicable shall be over and above these charges.

#### COMPLETION OF THE PROJECT

- i. The date of start of the work shall be reckoned from the 10th day after the payment of advance or the date of handing over the encumbrance free site or sanction of estimate or approval of drawings by the statutory authorities, approval of environmental clearances or actual start of work by contractor whichever is later.
- ii. The work shall be completed in all respect within a period of [36] months decided upon from the date specified in Clause D (i) above.
- iii. PMC shall submit completion report with drawings.
- iv. The defect liability period of this Project shall be 12 months after completion of work or handing over of offer of possession or taking over of part works, whichever is earlier.

#### **D) LIQUIDATED DAMAGES**

- i. PMC shall be required to complete the construction of Project within the period stipulated in this MoU. In case of delay, which may occur due to the reasons beyond the control of PMC, PMC would intimate the OWNER with full details of extension in time limit for completion of the works and keeping the contract alive. The OWNER must ensure to communicate approval of extension within 1 month from the date of intimation by PMC else approval will be construed as granted and no further communication from OWNER in this regard will be tenable.
- ii. If the delay in completion is solely attributable to the PMC, the PMC shall be liable to pay as damages to "OWNER " a sum calculated @ 0.25% (Zero-point Two Five percent) of the Agency Charges for the balance work for each month of delay, subject to a maximum of 5% (Five percent) of the Agency Charges of balance work.
- iii. In case the Project is delayed due to reasons not attributable to PMC beyond the time as mutually decided as per clause D (ii) above, PMC shall be entitled for extra payment for staff salaries overhead and logistics etc. on actual basis beyond the time initially decided mutually as per clause D(ii) above. This shall be in addition to the agency charges payable to PMC in clause no. D (i) above. PMC shall recover such extra amount by way of imposing penalties on the concerned agency(ies). However, in the event of delay due to Force Majeure causes resulting in the extension of the completion schedule for a length of time equal to the period of force majeure, PMC shall be entitled for extra payment.
- iv. The PMC shall be fully responsible to defend any suits or arbitration / Court cases on behalf of OWNER arising out of project in connection with the work between the PMC and its Contractor(s) and any award/decreed during the construction stage or post completion of work, shall be payable from the Project Fund / OWNER. However PMC shall not charge Agency Charges on such Arbitration award(s)/ court decree(s) in the favour of contractor(s).

#### **E) SETTLEMENT OF DISPUTES AND ARBITRATION**

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the Work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

1. If the PMC considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by C-DOT or in case the PMC wants to dispute the validity of any deduction or recoveries made or proposed to be made from the contract, the PMC shall forthwith give notice in writing of his claim, in this behalf to the Engineer within 30 (thirty) days from the date of disallowance thereto for which the PMC claims such additional payment or compensation or disputes the validity of any deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the PMC shall not be entitled to raise any claim nor shall C-DOT be in any way liable in respect of any claim by the PMC unless notice of such claim shall have been given by the PMC to the Engineer in the manner within the time as aforesaid. The PMC shall be deemed to have waived and extinguished all his rights in respect of any claims not notified to the Engineer in writing in the manner and within the time aforesaid.
2. The Engineer shall give his decision in writing on the claims notified by the PMC within (thirty) 30 days of the receipt of the notice thereof. If the PMC is not satisfied with the decision of the Engineer, they may, within 15 days of the receipt of the decision of the Engineer, submit his claims to CEO C-DOT for conciliation along with all details and copies of correspondence exchanged between him and the Engineer. CEO C-DOT will appoint the Conciliator by mutual agreement.
3. If the conciliation proceedings are terminated without a settlement of the disputes, the PMC shall, within a period of 30 (thirty) days of termination thereof shall give a notice to CEO C-DOT for mutual appointment of an Arbitrator to adjudicate the notified claims, failing which the claims of the Contractor shall be deemed to have been considered absolutely barred and waived.
4. Except where the decisions have become final, binding, and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the PMC as aforesaid and all claims of C-DOT shall be referred for adjudication through the arbitration by the Sole Arbitrator mutually appointed by CEO C-DOT. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another Sole Arbitrator shall be appointed in the manner aforesaid. Such person will be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of the contract that the party invoking arbitration shall give a list of the disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.

It is also a term of the contract that if any fees are payable to the Arbitrator, these shall be paid equally by both the parties. The Arbitrator shall give detailed reasons for the

award.

The conciliation and arbitration shall be conducted in accordance with the provision of the Arbitration and Conciliation Act, 1996, or any statutory modifications re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

#### **F) JURISDICTION**

All matters arising out of or in any way connected with this contract will be deemed to have arisen in New Delhi and only the courts in New Delhi will have jurisdiction to determine the same.

#### **G) FORCE MAJEURE**

PMC shall not be considered in default if delay in completion of work occurs due to causes beyond its control including but not limited to delay in completion of the work occurs due to cause beyond its control such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riots and acts of unsurpassed power. The PMC shall notify 'OWNER' in writing within ten days from the date of such occurrence. In the event of delay due to such causes, the completion schedule will be extended for a length of time equal to the period of force majeure. Any expenditure incurred by the PMC during the period of force majeure shall be reimbursed by the OWNER. In case of closer of work due to the force majeure, any liabilities towards contractor and/or expenditure of the PMC shall be payable by the OWNER .

PMC shall not hold responsible any contractor/sub-contractor/ agency for the delay/ stoppage of work due to force majeure conditions like natural calamities, civil disturbance, war, etc. and for losses suffered if any, by the OWNER on this account. PMC shall also not be liable in any manner whatsoever towards such losses and no compensation of any kind whatsoever will be payable by the PMC to the OWNER. Suitable force majeure clause shall be incorporated in all the agreement entered into by the PMC with the contractors/ agencies

**LETTER OF TRANSMITTAL**

From: .....  
.....  
.....

To,

The Registrar,XXXXXXXXXXXX  
of XXXXXXX,

**Sub: BID FOR PROVIDING COMPREHENSIVE PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR PLANNING, SUPERVISION, CONSTRUCTION & DEVELOPMENT OF VARIOUS BUILDINGS, I.E., DATA CENTRE. HOUSING & HOSTELS AND RESIDENTIAL BUILDINGS, ETC. AT C-DOT CAMPUS, MEHRAULI, NEW DELHI.**

Sir,

Having examined the details given in bid document for the above work, I / We hereby submit the Bid. I/We hereby agree with the terms & conditions mentioned in the bid document.

Yours faithfully,

(Signature, Name and Designation  
of authorize person with complete  
address of PSU)

(Please affix seal)

**DETAILS ABOUT BIDDING AGENCY**

S. No.	Particulars	Details
1.	Full name of the Bidder PSU(In capital letters)	
2	Full address of the Bidder PSU/Registered Office	
3	Contact person name for query regarding bid	
4	Telephone number of contact person	
5	Email ID of contact person	
6	Names and details of the Authorized Signatory of the RFP/Bid (Name, Designation,Address, contact telephone Number, Mobile number, EmailID)	
7	Has the bidder PSU been blacklisted by any organizationat any time? If so, attach the details of the same.	
8	PAN	
9	TAN	
10	Corporate Identification Number (CIN)/ FirmRegistration Number (FRN)	
11	Date of incorporation and number of years of experience in relevant area	
12	Experience of award/successful completion of similar project (project name, location, altitude and cost)	
13	GST registration No.	
14	MOU Ratings for the past Sevenyears as per DPE, GoI	

15	Green Building Experience				
16	No. of full-time employees in the Organization	Graduate Engineers	Supporting Staff (Technical)		
17	Financial strength of the Organization for the last 3 years. (Attach photocopies of audited balance sheets and CA certified calculation statements)				
	Turnover (IN CRORE)	2020-21	2021-22	2022-23	Average
	Annual Profit PBT (Before Tax)	2020-21	2021-22	2022-23	Average
	Net Worth (as on 31 <sup>st</sup> March 2023)				

**Note:** Attach attested copies of all the documents in support of above-mentioned points.

- It is hereby certified that ----- (The bidding PSU herein) has never been black-listed by Central/ State Governments/ PSUs.
- It is hereby submitted that all the terms and conditions of this RFP are acceptable to the Bidder PSU.

I hereby certify that the above-mentioned particulars are true and correct. If any fact/information is found incorrect/misleading, the bid shall be rejected, and the bidder is liable for legal action.

(Signature of Authorized Signatory.

Name of Authorized Signatory)

(PSU Stamp)



**DETAILS OF PERSONNEL**

<b>S. No.</b>	<b>Category</b>	<b>No. of persons</b>
1	Graduate Engineers (in the payroll of PSUs) (Minimum 5 years of experience)	
	a) Civil	
	b) Electrical	
	c) Architect	
2	Supporting Staff (Technical)	
TOTAL		

(Signature of Authorized Signatory.  
Name of Authorized Signatory)

(PSU Stamp)

**DETAILS OF WORKS / PROJECTS EXECUTED DURING LAST SEVEN YEARS**

S. No.	Name of Owner Department	Name of project	Exact location On site of the project	Approved cost of project (in lakhs)	Date of commencement of project	Timeline fixed For completion	Actual date of Completion	Final cost Of project (in lakhs)	Is there any dispute/ Legal case/arbitration case pending in Respect of The project	Remarks
1										
2										
3										
4										
5										
6										
7										

(Signature of Authorized Signatory.

Name of Authorized Signatory)

(PSU Stamp)

**DETAILS OF OFFICES IN DELHI**

S. No.	Location With full address and contact details	No. of personnel		Details of Office Space (In Sqft)	Details of Infrastructure
		Graduate Engineer	Supporting Staff (Tech- nical)		
1					
2					

(Signature of Authorized Signatory.  
Name of Authorized Signatory)

(PSU Stamp)

**EMD Bank Guarantee Format**

(To be Submitted in Stamp Paper of appropriate value)

**LETTER OF GUARANTEE**

To,

The Registrar,

CDOT,

IN ACCORDANCE WITH YOUR RPF No: ..... dated.....for ..... , M/s. .... (hereinafter called the "Bidder") having its Registered Office at ..... , wish to participate in the said RFP for the ..... as an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of Rs. .... (Rupees.....) valid up to ..... (180 days from bid submission end date) is required to be submitted by the bidder as a condition precedent for participating in the said bid, which amount is liable to be forfeited by the CDOT on:

- (1) the withdrawal or revision of the offer by the bidder within the validity period,
- (2) Non-acceptance of the Letter of Intent by the Bidder when issued within the validity period,
- (3) failure to execute the contract as per contractual terms and condition with in the contractual delivery period and
- (4) on the happening of any contingencies mentioned in the bid documents.

During the validity of this Bank Guarantee: We, ..... (Bank name) having its registered Office at ..... guarantee and undertake to pay immediately on first demand by ..... the amount of Rs. .... (Rupees ..... ) without any reservation, protest, demur and recourse. Any such demand made by CDOT shall be conclusive and recourse. Any such demand made by the CDOT shall be binding on the Bank irrespective of any dispute or difference raised by the Bidder. The Guarantee shall be irrevocable and shall remain valid up to 180 days from bid submission end date. If any further extension is required, the same shall be extended to such required period on receiving instruction from the Bidder, on whose behalf the Guarantee is issued. Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. .... (Rupees.....)
  2. This Bank Guarantee shall be valid up to ..... (date).
  3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee Only and only if you serve upon us a written claim or before ..... (date).
- This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at ..... situated at ..... .. (Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank: Address:

Date:

**AFFIDAVIT FOR NON-BLACKLISTING**

(To be Submitted on letter head of PSU)

I/We undertake and confirm that I/We/ our firm/ company/ JV have not been barred or blacklisted by any of the central/ state government departments, Undertakings, Autonomous bodies, Institutions, Applicant, Societies, Enterprises and Companies. Furtherthat, if such information comes to the notice of the CDOT I/we may be debarred for bidding at CDOT in future forever. Also, if such information comes to the notice of CDOT on any day before start/or during the work, CDOT shall be free to cancel the agreement and to forfeit the entire amount of Earnest money deposit/performance guarantee.

signature of applicant(s) or  
an authorized officer of the firm with stamp

**FINANCIAL BID**

(Not to be submitted with Technical Bid)  
(To be submitted in BoQ format on CPP Portal)

**Sub: FINANCIAL BID FOR PROVIDING COMPREHENSIVE PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR PLANNING, SUPERVISION, CONSTRUCTION & DEVELOPMENT OF VARIOUS BUILDINGS, I.E., DATA CENTRE. HOUSING & HOSTELS AND RESIDENTIAL BUILDINGS, ETC. AT C-DOT CAMPUS, MEHRAULI, NEW DELHI.**

S. No.	Particulars	In Figure(%)	In Words
1	Percentage of Fee (AgencyCharges) for providing Comprehensive Project management Consultancy (PMC) Services for Planning, Supervision, Construction & Development of Various Buildings, i.e., Data Centre. Housing & Hostels and Residential Buildings, etc. at C-DOT Campus, Mehrauli, New Delhi.		

Note:

- 1) PMC shall execute the work on behalf of Owner.
- 2) Fee (Agency Charges) is exclusive of GST which shall be payable on actual basis as applicable on submission of documentary evidence.

## **Format of Performance Bank Guarantee**

**(To be Submitted in Stamp Paper of appropriate value)**

- 1) In consideration of CDOT (hereinafter called "The CDOT") having agreed under the terms and conditions of this Letter of Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ made between

The CDOT and \_\_\_\_\_ (hereinafter called "the PMC service provider") for the work of providing Program Management Consultancy services for the proposed Infrastructure works for a period of 54 months in the campus of CDOT, . (Hereinafter called "the Letter of Agreement") having agreed to production of an irrevocable bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), as a guarantee from the PMC service provider for compliance of his obligations in accordance with the Terms and Conditions in the said agreement, we \_\_\_\_\_ (Indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the CDOT an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), on demand by the CDOT.

- 2) We \_\_\_\_\_ (Indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the CDOT stating that the amount claimed is required to meet the recoveries due or likely to be due from the said PMC service provider. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. But, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

- 3) We, the Bank, further undertake to pay to the CDOT any money so demanded notwithstanding any dispute or disputes raised by the PMC service provider in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the PMC service provider shall have no claim against us for making such payment. We \_\_\_\_\_ (Indicate the name of the Bank) further agree that the guarantee contained herein shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the CDOT under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the CDOT certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said PMC service provider and accordingly discharges this guarantee.

We \_\_\_\_\_ (Indicate the name of the Bank) furthermore agree with the CDOT that the CDOT shall have the fullest liberty without our consent and without affecting in any manner

our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said PMC service provider from time to time or to postpone for any time or from time to time any of the powers exercisable by the CDOT against the said PMC service provider and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said PMC service provider or for any forbearance, act of omission on the part of the CDOT or any indulgence by the CDOT to the said PMC service provider or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

- 4) This guarantee will not be discharged due to the change in the constitution of the Bank or the PMC service provider.
- 5) We \_\_\_\_\_ (Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the CDOT in writing.
- 6) This guarantee shall be valid up to \_\_\_\_\_ unless extended on demand. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Signed and sealed dated the \_\_\_\_ day of the Year 2024  
for \_\_\_\_\_ (Indicate the name of the Bank)



**Proforma for 'Price Bid Undertaking'**

From: .....  
.....  
.....  
[full name and address of the Bidder]

I certify that,

1. I have submitted the Price Bid for Tender for PMC services for Housing & Hostels and Data Centre Project at C-DOT Campus, Mehrauli, New Delhi 110030
2. 'I have thoroughly examined and understood all the terms and conditions as contained in the Tender document, and agree to abide by them.
3. I offer to work at the rates as indicated in the Price Bid, inclusive of all applicable taxes/charges except GST.

Yours faithfully,

[Name, signature, and seal of authorized representative

**(ANNEXURE - XI)**

**Self-Certification regarding Local Content (LC)**  
***(To be given on Company's Letter Head)***

**Format for Self-Certification regarding Local Content (LC) for Telecom Product,  
Services or Works**

**Date:**

\_\_\_\_\_ **S/o, D/o, W/o** \_\_\_\_\_ Resident  
of

\_\_\_\_\_ do hereby solemnly affirm and declare as under:

That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India issued vide Notification No OM No.P-45021/2/2017-PP(BE-I1) dated 16.09.2020

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Telecommunications, Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the LC of the Telecom Product/Services/Works mentions herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India and I will be liable as under clause 9(f) of Public Procurement (Preference to Make in India) Order 2017.

I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities.

- I. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity): \_\_\_\_\_
- II. Date on which this certificate is issued: \_\_\_\_\_
- III. Tender/Bid Description and Tender/Bid number for which the certificate is produced: \_\_\_\_\_
- IV. Procuring agency to whom the certificate is furnished: CDOT
- V. Percentage of Local Content claimed: \_\_\_\_\_

- VI. Name and contact details of the unit of the manufacturer:  
\_\_\_\_\_
- VII. Sale Price of the product: \_\_\_\_\_
- VIII. EX-Factory Price of the product: \_\_\_\_\_
- IX. Freight, Insurance and handling: \_\_\_\_\_
- X. Total Bill of Material: \_\_\_\_\_
- XI. List and total cost value of inputs used for manufacture of the Telecom Product/Services/ Works: \_\_\_\_\_
- XII. List and total cost inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not in- House:  
\_\_\_\_\_
- XIII. List and cost of inputs which are imported, directly or indirectly:  
\_\_\_\_\_  
\_\_\_\_\_

**For and on behalf of (Name of firm/entity)**  
**Authorized signatory (To be duly authorized by the Board of Directors) <Insert**  
**Name, Designation and Contact No. and date>**

**DECLARATION LETTER FOR RULE 144**  
***(To be given on Company's Letter Head)***

**DECLARATION UNDER RULE 144(XI) IN GENERAL FINANCIAL RULES (GFR), 2017**

To,  
Centre for Development of Telematics  
Delhi / Bangalore

FROM: Vendor/Bidder Name: .....

1. I, \_\_\_\_\_ the undersigned, .....

.....(full name), do hereby declare, in my capacity as

....., Authorized signatory of  
M/s.....

.....having registered address at  
.....

..... (referred to as the Vendor/ Bid-  
der), that:

We, the Vendor / bidder are desirous of participating in the Tender/Enquiry process in response to your RFPs and in this connection, we hereby declare, confirm and agree as under:

- A) We, the Vendor / Bidder have read and understood the contents of the Office Memorandum & the order (Public Procurement No. 1) both bearing no. F. No. 6/18/2019/PPD dated 23<sup>rd</sup> July 2020 issued by Department of Expenditure, Ministry of Finance, Government of India on insertion of Rule 144(xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereof, regarding restrictions on availing / procurement of goods and services , of any bidder from a country which shares a land border with India.
- B) We, the vendor / Bidder understands that as per the Rule 144(xi) of General Financial Rule, 2017, any vendor / bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the vendor / bidder is registered with the competent

authority ie., Department for Promotion of Industry and Internal Trade (DPIIT). Hence, Vendors or Agents of a Vendor (Indian or others) from a country sharing boarder with India shall submit copy of valid registration made with Department for Promotion of Industry and Internal Trade (DPIIT), Government of India mandatorily, without which any offer made by such a vendor / bidder will be treated as invalid.

C) In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), I/we the vendor / Bidder hereby declare and confirm that:

(i) \* We, the Vendor / Bidder are not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017.

**OR**

(ii) \* We, the Vendor / bidder are from such a country and has/have been registered with the competent authority i.e., the Registration Committee constituted by the Department of Promotion of Industry and Internal Trade, as stated under Annexure I to the said Office memorandum / Order and we submit proof of registration herewith.

**OR**

(iii) We, the Bidder are from such a country which shares a land border with India, however our country has been extended lines of credit by Government of India or/and Government of India is engaged in development projects in our Country.

***(\* Delete whichever is not applicable)***

D) We, the Vendor / Bidder agree and undertake that if the Purchase order is awarded to us, we will not sub-contract or outsource the order, and / or any part thereof unless such subcontract / outsourcing is permitted by Centre for Development of Telematics (C-DOT) in writing, in which case the aforesaid OM and clarifications shall be equally applicable to such sub-contractor/vendor. Thus, subject to the aforesaid OM & clarifications thereof, we shall not sub-contract or outsource the order to a vendor from such countries, unless such vendor is registered with the Competent Authority and proof of same is obtained.

2. We the vendor/ bidder, also certify that this vendor/bidder/products/any component of the products offered by us fulfils all requirements in this regard and is eligible to be considered. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the Purchase Order, Centre for Development of Telematics (C-DOT) shall be within its right to forthwith terminate the Enquiry /Purchase Order without notice to us and initiate such action including legal action against us.

3. This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order

(Public Procurement No. 1) both bearing F. No. 6/18/2019/PPD of 23<sup>rd</sup> July 2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India and clarification issued in pursuance to the aforesaid OM from Government of India from time to time.

Executed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

**Authorized Signatory**

M/s \_\_\_\_\_

\_\_\_\_\_  
**Signature**

**Name** \_\_\_\_\_

Seal of the Bidder

*\* Note: Where applicable, evidence of valid registration by the competent authority shall be attached.*

**UNDERTAKING FOR BIDDERS WHO ARE REGISTERED AS MSE ENTERPRISE**

**Tender No. - \_\_\_\_\_**

1. I /We confirm that the provisions of Micro and Small Enterprise are applicable to us and our organization falls under the definition of the following Category:

i) ☐ – Micro Enterprises

ii) ☐ – Small Enterprises

Please tick in the appropriate option box ☐

2. I /We have attached relevant documents/certificate issued by \_\_\_\_\_ as evidence to our applicability of Micro and Small Enterprises for providing \_\_\_\_\_ SERVICES.

2. I/ We also undertake to inform the change in this status as aforesaid during the currency of the Contract, if any.

Dated \_\_\_\_\_ Signature of Bidder \_\_\_\_\_

**INTEGRITY PACT**

Between

**Centre for Development of Telematics (C-DOT)** hereinafter referred to as “**The Principal,**” and ..... hereinafter referred to as “**The Bidder/ Contractor**”

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the bid process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 –Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a. No employee of the Principal, personally or through family members, will in connection with the bid for, or the execution of a 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 will, during the bid process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the bid 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 bid process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.



## **Section 2 – Commitments of the Bidder(s)/ Contractor(s)**

- (1) The Bidder(s)/ Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits themselves to observe the following principles during participation in the bid process and during the contract execution.
  - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise, or give to any of the principal's employees involved in the bid process or the 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 bid process or during the execution of the contract.
  - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders 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 introduce cartelization in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offence under the IPC/PC Act or such relevant laws, rules, regulations, and guidelines; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative must be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page nos.6-7)
  - e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts before and while representing the matter to IEMs and Shall wait for their decision in the matter.

- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from bid process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the bid process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is placed at (page nos. 8-17).

### **Section 4 – Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the bid process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 – Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the bid process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the bid process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

### **Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors**

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub- contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

- (3) The Principal will disqualify from the bid process all bidders who do not sign this Pact or violate its provisions.

### **Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

### **Section 8 – Independent External Monitor**

- (1) The Principal has appointed **Dr. Ved Prakash, ITS (Retd.) (ved60prakash@gmail.com)**, as the Independent External Monitor for this Pact after approval by Central Vigilance Commission. The details of the appointed IEM is available on the Principal's official web-site. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the CEO, C-DOT.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub- contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CEO, C- DOT and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual

relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- (7) The Monitor will submit a written report to the CEO, C-DOT within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the CEO, C-DOT, a substantiated suspicion of an offence under IPC/ PC Act and such similar laws, and the CEO, C-DOT has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

#### **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor, 12 months after the last payment is made under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim or discrepancy is made or lodged by any bidder or the principal, during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CEO of C-DOT.

#### **Section 10 – Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

\_\_\_\_\_  
(For & On behalf of the Principal)

\_\_\_\_\_  
(For & On behalf of Bidder/  
Contractor)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Place: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Witness 1 \_\_\_\_\_

Witness 1: \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Witness 2 \_\_\_\_\_

Witness 2 -----

Address \_\_\_\_\_

# Campus Plan



**\*\*\*END OF THE DOCUMENT\*\*\***