Ministry of Tribal Affairs
Government of India

Ministry of Tribal Affairs
(MoTA)
Shastri Bhawan, New Delhi

DOCUMENT FOR

REQUEST FOR PROPOSAL (RFP)
FOR PROVIDING ARCHITECTURAL CONSULTANCY FOR
ESTABLISHMENT OF NATIONAL TRIBAL RESEARCH INSTITUTE,
NEWDELHI.

RFP Document No.: 15025/1/2018-TRI
Total No. of Pages: 35 (Thirty Five)
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Ministry of Tribal Affairs
(MoTA)

NOTICE INVITING RFP

Ministry of Tribal Affairs (MoTA), New Delhi invites REQUEST FOR PROPOSAL (RFP) for providing ARCHITECTURAL CONSULTANCY for Conceptual layout, Planning, Designing, Estimation and Commissioning of the National Tribal Research Institute in the existing building at IIPA Campus, New Delhi. RFPs are invited from Architect/ Consultancy firms having valid registration to practice in India and having similar experience of the consultancy work. The proposed National Tribal Research Institute may be developed in a manner to become as a knowledge hub and training cum research institute to provide handholding support to the State TRIs as also policy inputs to the Government for overall empowerment of Scheduled Tribes across the country.

TIME SCHEDULE

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Publication</td>
<td>27.08.2020</td>
</tr>
<tr>
<td>Date of Pre-bid Meeting</td>
<td>31.08.2020</td>
</tr>
<tr>
<td>Bid Submission End Date</td>
<td>10.09.2020</td>
</tr>
<tr>
<td>Bid Opening Date</td>
<td>11.09.2020</td>
</tr>
<tr>
<td>Presentation of Concept Note by Technically Qualified Bidders</td>
<td>15.09.2020</td>
</tr>
<tr>
<td>Display the shortlisted bidders</td>
<td>16.09.2020</td>
</tr>
<tr>
<td>Financial Bid Opening Date</td>
<td>16.09.2020</td>
</tr>
</tbody>
</table>
1. INTRODUCTION

Ministry of Tribal Affairs (MoTA) was set up in 1999, with the objective of providing more focused approach on the integrated socio-economic development of the Scheduled Tribes (STs), in a coordinated and planned manner. Since its inception, endeavour of Ministry of Tribal Affairs has been to undertake various initiatives for overall upliftment of Tribals across the country. Amongst these, providing quality education to the tribal student and providing training on skill development and research activities are some of the important activities, catalyzing socio-economic development of tribals.

2. SCOPE OF WORK

2.1 MoTA, GoI intends to develop National Tribal Research Institute (NTRI) in the existing building at IIPA campus, ITO, New Delhi. The building, where the MoTA is to be set up consists of RCC framed structure, Ground+3 Floor of built-up area of 25000 sq ft approximately with floor height 10 Feet and Ground+2 Floor of 5000 SqFt with 14 Feet height. (The floor plans of the building located at IIPA campus, New Delhi is enclosed for reference) The Institute shall house the following essential features:-

2.1.1 Exhibition Hall at Ground Floor of floor area 2800 Sq Ft.
2.1.2 Auditorium of 75 pecks capacity at Ground Floor on the back portion of the Building, along with Connecting Lounge to the Auditorium.
2.1.3 Conference hall of 50 pecks capacity with dining facilities at First Floor.
2.1.4 One Library, Two meeting rooms of 10 person capacity, Tea Lounge, Chamber of Joint Secretary Level Officer along with room of Personnel Assistant at First Floor.
2.1.5 Accommodation for Faculty consisting four officers and 8-10 workstations for supporting staff, 4 Class Rooms, 3 Labs and One Computer Cell consisting of 8-10 work Station at Second floor.
2.1.6 Guest House consisting of 6 rooms with attached wash rooms and 6 dormitories with, common toilets including supporting Kitchen and Living Room.
2.1.7 Back Portion of the building covering floor area 1450 Sq ft approximately at Third floor Shall be used as a multipurpose hall for Miscellaneous Training.
2.1.8 Development of fascia of the said building in accordance with the theme of National Tribal Research Institute.
2.1.9 Any other required infrastructure for establishment of an advanced and equipped with modern technology to represent a National Level Tribal Institute.
2.2 In order to achieve this objective, the successful bidder is entrusted with following Responsibilities:-

2.2.1 Preparation of Conceptual Layout and Comprehensive Architectural Designs and Interior Details showing the addition and alterations to accommodate the required amenities and facility for development of the National Tribal Research Institute (NTRI) along with other amenities as indicated in the Scope of work mentioned above. The development plan should be made in such a manner that the entry and facade conveys the concept of NTRI. The building should be modified in such a manner to incorporate all aspects of Intelligent Building, Fire protection, access control mechanism including other safety features.

2.2.2 The Preliminary and Detailed drawings of the proposed NTRI and allied external development shall be prepared in consultation with the MOTA.

2.2.3 The scope includes preparation of Detailed Estimate with supporting Market Rates Analysis for the finalized approved drawings/plans.

2.2.4 Periodic site visit to inspect the work and to attend to any clarification regarding execution of the project.

2.2.5 Modifications, if any, required in the Architectural Drawings as per site requirement.

2.3 The bidders are required to submit CONCEPT NOTE of the proposal showing the conceptual plan along with Architectural designs, and Interior Details before the Expert Committee. The presentation should clearly show how the essential features of the Proposed NTRI as enumerated above will be accommodated in the given area and how efficiently space may be used. The presentation may include a virtual video showing the 360 degree view of the proposed Institute. The presentation of concept note shall be part of technical Evaluation.

2.4 The bidders are required to give a Power Point presentation of the Concept Note along with Walk Through/ virtual video showing the 360 degree view of the proposed NTRI.
3. **TIME PERIOD**

3.1 The time Schedule for the completion of works is divided into three stages and time is fixed to each milestone fixed.

<table>
<thead>
<tr>
<th>STAGE</th>
<th>MILESTONE</th>
<th>TIME PERIOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>STAGE -1</td>
<td>Approval of Concept Plan, Approval of Preliminary Architectural Design Clearances and Approvals from Statutory bodies, if any, and basic working drawings</td>
<td>10 DAYS</td>
</tr>
<tr>
<td>STAGE -2</td>
<td>Submission of Final Detailed Drawings and interior design details. Submission of BOQ with detailed Analysis.</td>
<td>20 DAYS</td>
</tr>
<tr>
<td>STAGE -3</td>
<td>Completion of Architectural Consultancy</td>
<td>PROJECT COMPLETION PERIOD</td>
</tr>
</tbody>
</table>

3.2 The date of commencement shall be reckoned from the date of the issue of the work order.

3.3 If the Architectural Consultant fails to maintain the required progress in terms of para 2.1 above, it shall, without prejudice to any other right or remedy available under the law to MOTA, on account of such breach, compensation @ Rs. 2 % of Consultancy Fee per week of delay, subject to maximum of 10% of service Charges. The decision of NESTS regarding amount of compensation and period of unjustified delay shall be the final and binding on the Consultant.
4. ELIGIBILITY CRITERIA

The eligibility criteria for the intending bidders to be eligible for technical evaluation:

4.1 The applicant Architectural / Consultancy firm must have, at the minimum, continuous practice in the field of architectural consultancy for planning, design and estimating and commissioning of similar projects for the last Five (5) years till the year ending 31 March 2020. Certificates showing work experience should be submitted by the applicant along with RFP.

4.2 The applicant must have completed architectural consultancy for a minimum of 3 similar Works/Projects in Government/Public Sector/PPP Collaboration for a total cumulative projects’ cost of Rs 25 Crores during the last five years ending previous day of last date of submission of RFP. Details of such completed works and experience certificate of the client department must be submitted by the applicant in this regard.

4.3 The applicant/Consultant firm must have architects with relevant qualifications and experience Working in-house on a full-time basis either as employees/ retainer/ consultant/associates.

4.4 The applicant must be a profit-making organization continuously for last three years ending March 2020. Profit for this purpose means PROFIT BEFORE TAX (PBT).

4.5 The applicant must have an average annual turnover in the form of fees from architectural services of at least Rs 50 Lakhs in the last Three (3) years ending March 2020. A financial year in which no financial turnover exists will still be counted for the particular year for calculating the average. The turnover should be duly certified by a Chartered Accountant.

4.6 The Applicant must have valid Goods and Service Tax (GST) Registration Certificate.

4.7 The Applicant must have valid Permanent Account Number (PAN) Certificate.

4.8 DOCUMENT PROCESSING FEES

The RFP document must be submitted along with a processing fees of Rs 2000/- (Rs two thousand only) in the form of demand draft drawn on a commercial bank in favour of DDO, Ministry of Tribal Affairs, payable at New Delhi

4.9 Earnest Money Deposit (EMD)

The Applicant must submit Earnest Money Deposit (EMD)Rs 25000/- (Rs twenty Five thousand only) in the form of demand draft drawn on a commercial bank in favour of DDO, Ministry of Tribal Affairs, payable at New Delhi.
5. RFP SUBMISSION & OPENING

5.1 Submission of RFP in two envelope system shall be followed:-

Envelope 1 shall contain all technical documents except financial bid duly signed by the authorised signatory as mentioned in respect of Eligibility Criteria as mentioned in Section-7 and evaluation criteria mentioned in Section-8 along with fees of Rs 2000/- and EMD fee of Rs 25,000/- in the form of DD of a scheduled banks in the favour of DDO Ministry of Tribal Affairs.

The envelope shall be clearly marked as “Technical Bid”

Envelope 2 shall contain Financial Bid in the format specified in Section-16.

The envelope shall be clearly marked as “Financial Bid”

ENVELOPE 3 shall contain Envelope 1 & Envelope 2.

The envelopes shall be super-scribed as below:

Name of work ............................................
Bid reference No. ........................................
Name of Bidder With address ......................

The wax sealed envelope 3 shall reach or be submitted in the office of Director(TRI), MoTA, Shastri Bhawan, Dr. Rajendra Prasad Road, New Delhi -110001 so as to reach MoTA., on or before 07.09.2020.

5.2 It is hereby clarified that the Institute shall not entertain any delay on account of courier/post etc. and any request for extension of time for submitting application will not be entertained.

5.3 OPENING OF BID

5.3.1 The Envelope 3 shall be opened first and then Envelope 1 (i.e. eligibility documents) shall be opened. The intending bidders who fulfil eligibility criteria shall be considered as qualified and shortlisted for Financial Bid.

5.3.2 The Envelope 2 (containing Financial Bid Document) shall be opened only for shortlisted bidders.

5.3.3 Each page of the bid document shall be signed by authorised signatory of the applicant/firm. Bids of only those bidders whose bids are complete in all respects and qualify as per eligibility criteria prescribed by MoTAs shall be considered.
5.3.4 MOTA reserves the right to accept or reject any or all bids received by it without assigning any reason.

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

5.4 Technical bid should contain following documents as per format attached alongwith Check list in the given format.

<table>
<thead>
<tr>
<th>Annexure 1</th>
<th>Authority letter</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annexure 2</td>
<td>Brief Profile of the organization</td>
</tr>
<tr>
<td>Annexure 3</td>
<td>Brief Bio data of Key Professionals with names of full time in-house architects/retainers/consultants/associates</td>
</tr>
<tr>
<td>Annexure 4</td>
<td>An affidavit of not being black listed</td>
</tr>
<tr>
<td>Annexure 5</td>
<td>The architect employed with Applicant/Bidder must have registration of Council of Architecture (CoA), India.</td>
</tr>
<tr>
<td>Annexure 6</td>
<td>The certificate establishing that the applicant has continuous work experience for at least the last five years in the area of architectural services /Consultancy Service from the date of this RFP.</td>
</tr>
<tr>
<td>Annexure 7</td>
<td>Details of similar projects awarded/designed and completed during the last five years with names and addresses of clients, supported by drawings, sketches, photographs, etc. in hard copies as well as soft copies.</td>
</tr>
<tr>
<td>Annexure 8</td>
<td>Copy of the audited balance sheets, Profit and Loss statement for last three financial years showing annual financial turnover for the last five years starting 2016 - 2017.</td>
</tr>
<tr>
<td>Annexure 9</td>
<td>Income tax returns of last three years i.e. FY 2016 - 2017 and 2017-2018, 2018-2019 certified by a Chartered Accountant.</td>
</tr>
</tbody>
</table>

Any other relevant document:

All the above documents should be hard bound together, with each page clearly numbered, stamped and initialled by the authorized signatory. Once the documents are submitted, the applicants shall not have any right to modify/rectify the documents.

Applicants shall submit self-attested copies of certificates, work orders, appointment letters, agreements, references, etc. as proof of eligibility where ever required.
6. CONDITIONS FOR DISQUALIFICATION

Even though an applicant may satisfy the above requirements, the same would be liable to disqualification if it has:

6.1 Made misleading or false representation or has deliberately suppressed the information in the forms, statements and enclosures submitted for the prequalification.

6.2 Any applicant who is barred or black listed by any Central/State Government in India or PSU’s, Autonomous Bodies or a multi-lateral funding agency in India or by any agency abroad cannot participate.

6.3 Persons who are individually or institutionally involved with the preparation/ selection/ screening process of the RFP/ short-listing and the evaluation process will not be eligible to participate either as applicant or as a proxy.

6.4 Canvassing in any form will lead to summarily rejection of application.

6.5 Applicant should not be under liquidation, court receivership or similar proceedings and should not be or have been subject to any disciplinary action by any professional body or Hon’ble Court in India or abroad. Suppression of such information may result in disqualification of the applicant.
7. PRE-BID MEETING

7.1 The bidder (or his authorized representative) to whom the bid document has been issued or who have downloaded the bid documents from website (www.tribal.nic.in) shall be invited to attend the pre-bid meeting on date and time mentioned 31.08.2020 which shall take place in the Conference Room No 734-735, 7th Floor, Shastri Bhawan, New Delhi or alternatively through VC. Representatives shall carry Authority Letter for attending the above meeting.

7.2 The purpose of the pre-bid meeting shall be to clarify the issues and to answer queries on any matter that will be raised by the participating intending bidders.

7.3 The bidders are requested, to submit all queries so as to reach MOTA office not later than two days before the meeting. It may not be practicable to answer all queries received during the meeting but queries and responses / clarifications shall be issued in accordance with the subsequent clause. All communication must be addressed to MOTA,

7.4 The text of the queries raised and the responses given together with any responses prepared after the pre-bid meeting shall be posted on the website (www.tribal.nic.in) for information of all concerned. The minutes of pre-bid meeting shall form part of the Bid Document
8. EVALUATION CRITERIA

8.1 Bidder(s) who qualify as per the Eligibility Criteria given in the preceding Criteria shall be shortlisted for further evaluation. They would be required to give a Power Point presentation (Concept Note) showing the conceptual plan along with architectural designs and Interior details before the Expert Committee. The presentation of concept note shall be part of technical Evaluation.

8.2 Technical evaluation once completed, the list of the technically qualified Bidders for opening of their Financial Bids will be displayed on the website (www.tribal.nic.in). Financial Bids only those Bidders who score a minimum of 50 marks (qualifying) out of 100 in the Technical Qualification Criteria will be opened.

8.3 The selection will be based on Quality and Cost Based Selection (QCBS) with 70% weightage for Technical and 30% weightage for Financial. Following is the detailed Criteria to be adopted for evaluation of the bids.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Sub Head-Technical Eligibility</th>
<th>Max. Score</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>Experience in Years of consultancy firm</td>
<td>10</td>
<td>Marking criteria for experience:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(1) 5 years and more, but less than 10 years = 5 marks</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(2) More than 10 years but less than 15 years = 8 marks</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(3) 15 years or more = 10 marks</td>
</tr>
<tr>
<td>b</td>
<td>The Cumulative cost of the completed projects/works in the last 5 years ending March 2020. (Details of work shall be submitted along with the completion certificate issued by client department)</td>
<td>10</td>
<td>(1) Rs.25 crore and more but less than 40 Crore = 5 marks</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(2) Rs. 40 to 50 crore = 8 marks</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(3) More than Rs. 50 Crore = 10 marks</td>
</tr>
<tr>
<td>Sub Head</td>
<td>Description</td>
<td>Points</td>
<td>Criteria/Notes</td>
</tr>
<tr>
<td>----------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>--------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>c</td>
<td>Qualification and competence of the personnel to be deputed by Architectural Firms/ Consultancy Firms (Qualification and experience) as per Appendix-II</td>
<td>15</td>
<td>Team Criteria Points: Qualification: 30%; Experience: 70% Total 100% Team Leader (Architect) – 1, Construction/Planning Manager (Civil) – 1 Construction/Planning Manager (Elec.) - 1</td>
</tr>
<tr>
<td>D</td>
<td>Total Annual average turnover for Architectural/ Consultancy Firms towards Consultancy fee during last 3 years as certified by statutory Architect/Chartered Accountant.</td>
<td>15</td>
<td>Criteria Points: (i) Rs 50 lacs or more = 8 marks (ii) More than 50 Lacs but less than 100 Lacs = 12 marks (iii) More than 100 Lacs = 15 marks</td>
</tr>
<tr>
<td>d</td>
<td>Presentation of Concept Note as per para 2.3 (scope of Work) before Expert Panel</td>
<td>50</td>
<td>Presentation of Concept Note before Expert/Selection Panel in support of Firm's credentials, understanding of the Project, Concept note on project's design and satisfactory answers to the queries of Members of Expert/Selection Panel etc. along with Walk Through/ virtual video of the proposed institute.</td>
</tr>
<tr>
<td>Sub Head (Financial Eligibility)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Total Financial Score(FS)</td>
<td>100</td>
<td>Criteria :- FS= 100 x Fm/F in which, FS is the 'Financial Score' of the Financial Proposal being evaluated. Fm is the computed lowest financial proposal (excluding GST). F is the Computed Price of the consultant under evaluation (excluding GST)</td>
</tr>
</tbody>
</table>

Total Technical Score (TS) 100 (X)
8.4 Combined and Final Evaluation- The proposal will finally be ranked according to their combined Technical (TS) and Financial (FS) as follows:-

\[ S = 0.7 \times TS + 0.3 \times FS \]

The selected Applicant shall be ranked according to the Final Score arrived and the Applicant having highest combined score will be considered for acceptance. The Second Ranked Applicant shall be kept in reserve and may be invited for negotiation in case the first ranked Applicant withdraws or fails to comply the specified requirement of RFP.

9. VALIDITY OF RFP

The RFP document submitted by the applicant shall be valid for 60 days from the date of submission.

10. POST RFP PROCESING

10.1 PERFORMANCE GURANTTEE

10.1.1 The Successful Bidder shall furnish to the Client a security in the form of a bank guarantee for an amount of 5% of the total Assignment Fee towards satisfactory performance of the Consultancy work. The Bank Guarantee has to be from a scheduled Commercial bank based in India and shall be as per Appendix VI, Form C, at APPENDIX-II. The Performance Security shall be furnished within the time limit within 15 days from the date of work order.

10.1.2 Failure of the successful Bidder to submit the required Performance Security shall constitute sufficient grounds for the annulment of the award of the contract and forfeiture of the Bid security (EMD).

10.1.3 The said performance security shall be refunded within 30 days after the completion of stage 2 of the milestone mentioned at Section Terms of Payment.

10.2 Signing of MoU: The successful bidder has to sign a STANDARD MOU to be provided by MOTA on stamp paper of Rs 100/- with the MOTA within 15 days of award/work order.

11. CORRUPT or FRAUDULENT PRACTICES

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

(a) Will reject bid/contract if it determines that the Bidder, recommended for award, has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
(b) Will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the custodian/MOTA if it at any time determines that the agency has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or gross/deliberate negligence in executing the contract.

(c) The Custodian reserves the right not to conclude contract and in case contract has been issued, terminate the same, if, found to be obtained by any misrepresentation, concealment and suppression of material facts by the Bidder. In addition, legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated.

11.2 A separate Integrity Pact as per Annexure-I0 shall be executed on non-judicial on denomination of Rs. 100/- with the bidder to whom the work shall be allocated.

12. COURT JURISDICTION

The MOTA shall not be bound to give justification for any aspect of the Selection Process and the decision of the MOTA shall be final and binding on all without any right of appeal. Further, in case of any dispute, any Suit or Legal Proceedings against the MOTA, the jurisdiction shall be restricted to the Courts at Delhi/High Court, New Delhi.

13. ARBITRATION

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

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

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

a. The arbitration proceedings shall be held at New Delhi (India) and the language used in the proceedings shall be English.

b. The decision of Arbitrator appointed to deal with such matters shall be accepted by the parties as final and binding on parties.
c. The decision to continue performance of their respective remaining obligation under this contract or to rescind the contract shall be decided mutually, despite the continuation of arbitration proceedings.

d. The parties shall use their best endeavours to procure the decision of the arbitrator within a period of six months or as early as possible after it has been demanded.

e. The courts in New Delhi (India) shall have exclusive jurisdiction in relation to this contract including this clause.

f. All fees pertaining to arbitration proceedings shall be borne by the parties equally.

g. All other costs incurred by the parties shall be borne by the respective parties.

14. FORCÉ MAJEURE

14.1 Notwithstanding the provisions of contract, the parties shall not be liable for forfeiture of its performance, security, penalties or termination for default, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

14.2 For purpose of this clause, "Force Majeure" means an event beyond the control of the parties and not involving the party's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes, currency restrictions, insurrection and civil commotion, acts of terrorism etc. Whether a “Force Majeure” situation exists or not, shall be decided by MOTA, New Delhi and its decision shall be final and binding on the Architectural Consultant and all other concerned.
15. TERMS OF PAYMENT

Payment Schedule to the architectural consultant are as per the milestone given below:

<table>
<thead>
<tr>
<th>Stage</th>
<th>Milestone</th>
<th>Percentage of Service Charge to Agency</th>
<th>Cumulative % payment of Service Charge to Architectural Consultant</th>
</tr>
</thead>
<tbody>
<tr>
<td>STAGE -1</td>
<td>Approval of Concept Plan Approval of Preliminary Architectural Design Clearances and Approvals from Statutory bodies, if any, and basic working drawings</td>
<td>20%</td>
<td>20%</td>
</tr>
<tr>
<td>STAGE -2</td>
<td>Submission of Final Detailed Drawings. Submission of BOQ with detailed Analysis.</td>
<td>50%</td>
<td>70%</td>
</tr>
<tr>
<td>STAGE -3</td>
<td>Completion of Project</td>
<td>30%</td>
<td>100%</td>
</tr>
</tbody>
</table>

16. PRICE BID SUBMISSION FORM

Date: ___________

To
The MoTA
Room No.713- wing, Shastri Bhawan,
Dr. Rajendra Prasad Road, New Delhi-01

Ref.: Your RFP Document No.: …………………………… dated ......................

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

We hereby submit our proposal in conformity with your above referred RFP document for the Service Charges for ARCHITECTURAL CONSULTANCY for Conceptual layout, Planning, Designing, Estimation and Commissioning of a National Tribal Research Institute in the existing building at IIPA Campus New Delhi., attached herewith and made part of this Bid.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Work</th>
<th>Service Charges (......% of project cost) (exclusive of taxes levies etc.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(in figure)</td>
</tr>
<tr>
<td>01</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
We agree to keep our Bid valid for acceptance for 90 days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal Contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding Contract between us.

We agree to all terms and conditions of MOTA. We have read and well understood.

We further understand that MOTA is not bound to accept the lowest or any Bid you may receive against your above-referred Bid Reference.

We also understand that the above quoted service charges are inclusive of all taxes, levies (if any), etc. Nothing extra shall be paid on such account. We also undertake and confirm to deposit the so collected GST/taxes to the Govt. in time bound manner.

We also understand and confirm that any modification to this condition shall make our bid as non-responsive and shall be summarily rejected.

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

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

We also confirm that MoTA reserves the right to reject any/all application(s) without assigning any reason. The decision of MOTA in this respect shall be final and binding on all applicants

________________________
________________________
SUBMISSION OF REQUEST FOR PROPOSAL FOR ENGAGEMENT OF ARCHITECTURAL CONSULTANT FOR ESTABLISHMENT OF PROPOSED NATIONAL TRIBAL RESEARCH INSTITUTE, NEW DELHI.

Dear Sir,

We hereby submit our REQUEST FOR PROPOSAL architectural services as explained in the RFP for the aforementioned project. In support we submit all the necessary information and relevant documents (one original and one copy) for our participation in the procedure for prequalification of applicants. We hereby confirm that all clauses of this RFP have been read and fully understood by us.

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

Yours faithfully,

Signature of Applicant:
Name of Signatory:
Designation:
Name and address of firm:
Registration Number:
GST Number:
Contact number:
Fax:
Email:
## 18. CHECK LIST FOR TECHNICAL BID DOCUMENTS

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Type of Document</th>
<th>Attached Yes /No</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Authority letter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Brief Profile of the Organization</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Bid Processing Fee of Rs 2,000/- in the form of DD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Earnest Money Deposit ( EMD) of Rs 25,000/- in the form of DD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Brief Bio data of Key Professionals with names of full time employees/ retainers/ consultants/ associates with date of joining/association</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>An affidavit of not being black listed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Copy of the valid certificate of registration of Architects registered with Council of Architecture and employed by the Consultancy Firm.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>The document establishing that the applicant has continuous work experience for last five years in the area of architectural services/Consultancy Service.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Details of similar projects awarded/designed and completed during the last five years with names, Completion Certificate issued by Client and addresses of clients, supported by drawings, sketches, photographs, etc. in hard copies as well as soft copies.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Copy of the audited balance sheet for last three financial years towards the annual financial turnover starting 2016 to 2019.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Income tax returns of last three years i.e.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>.........................................................</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Concept Note as per 2.3 of Scope of Work.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
AUTHORITY LETTER

[On Architect/Company’s/Firm’s Letter-Head]

MoTADate: New Delhi

Subject: Authority Letter

Reference: RFP Notice No. ..................................................... dated ..................................

Dear Sir,

Mr./Ms. _________ (Name and designation of the signatory), whose signature is appended below, is authorized to sign and submit the bid documents on our behalf against said notice for RFP.

We hereby submit our willingness to get shortlisted for our participation in the process for “Engagement of Architectural Consultant against the said RFP.

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

Specimen Signature:

The undersigned is authorised to issue such authorisation on behalf of us.

For M/s _________ (Name of the applicant)

Signature and company seal

Name
Designation
Email
Mobile No.

Note: Wherever applicable, a copy of Board Resolution/Power of Attorney may please be attached.
### 20. ANNEXURE-2

(This form to be furnished by the Architectural/ Consultancy Firm)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name &amp; Address of the applicant with Telephone No. / Fax. No. / Email ID</td>
</tr>
</tbody>
</table>
| 2. | a. Year of Establishment  
    b. Date & Year of the commencement of practice. |
| 3. | Legal status of the applicant (attach copies of original document defining the legal status)  
    a. A proprietary firm  
    b. A firm in partnership  
    c. Others (Explain) |
| 4. | Names of Directors & other executives with designation |
| 5. | Designation of individuals authorized to act on behalf of the applicant. |
| 6. | Total No. of professional staff (in house): -  
    a. Architects  
    b. Engineers  
    c. Others |
| 7. | In which field of Consultancy the applicant has specialization & interest. |
| 8. | Any other information considered necessary |
BRIEF BIO- DATA OF KEY PROFESSIONALS WITH NAMES OF FULL TIME ARCHITECTS/ ENGINEERS WITH DATE OF JOINING/ASSOCIATION WHO WILL BE INVOLVED IN PROJECT WORK

(This form is to be furnished by the Architect/Architectural Consultant applying for this project work)

Name of Firm: ________________________________________________________

Name of the Professional: ________________________________________________

Designation/Position - ____________________________________________________

Date of Birth: ____________________________________________________________

Work Experience: _________________________________________________________

Nationality: _____________________________________________________________

Membership in Professional Societies: ______________________________________

Detailed Task Assigned: ________________________________________________

Key Qualifications: Give an outline of staff member’s experience and training relevant to responsibility in context of assignment. Describe degree of responsibility held by staff member on relevant previous assignment and give dates and location. You may use up to half a page but not more.

Education: Summarize college/university and other specialized education of staff member, giving names of college/university, and degree(s) obtained. Use up to a quarter page.

Signature of the authorised signatory with stamp:
AFFIDAVIT OF NOT BEING BLACK LISTED

TO BE SWORN ON A NON-JUDICIAL STAMP PAPER OF Rs 100/-

AFFADAVIT
*I/we  …………………………………………………………………..*Director/Proprietor/Partner/owner
of  …………………………………………………………………..(mention name of your organization and its complete
address) do hereby solemnly affirm and declare as under:-

1. That ………………… (mention name of organization) is eligible to submit the aforesaid
proposal against the RFP No……………Dt……. as neither the applicant has been barred and/or
blacklisted by the Central Government and/or any State Government of India/others at any time prior
to the date of submitting this affidavit.

2. That ………………… (mention name of your organization) or any of its constituents during
the last three years has neither failed to perform on any agreement nor was expelled from any
project or agreement nor any agreement terminated for any breach by the applicants or any of its
constituents.

3. That an appendix attached to this affidavit gives list of all contracts of
…………………………… (mention name   of   organization)   or   any   of   its   constituents   with
the state/ central government/others that are in arbitration.

That ………………… (mention name of your organization) or any of its constituents has not
suppressed the information in the forms, statements and enclosures submitted for the
prequalification.

4. That ………………… (mention name of your organization) or any of its constituents has never
been abandoned for any work either due to poor performance or financial failure

DEPONENT

VERIFICATION
*I/we ………………………… the above named deponent do hereby verify that the contents of the
aforesaid paragraphs 1 to 5 are true and correct to the best of *my/our knowledge and belief and
nothing is concealed there from.

Verified at ………………….(place) this ……………….. Day of …………. 20…..(Strike off whichever is
not applicable)

DEPONENT

Note : Deponent will be the authorized signatory of the Applicant
23. ANNEXURE- 5

REGISTRATION CERTIFICATE FROM COUNCIL OF ARCHITECTURE (CoA)

Copy of valid CoA registration certificate (Self Attested) from all the Architects/Consultant involved in the project needs to be attached.

24. ANNEXURE-6

WORK EXPERIENCE FOR THE LAST FIVE YEARS IN THE AREA OF ARCHITECTURAL/CONSULTANCY SERVICES

Work Experience Certificate (Self Attested on Individual/company's/firm letter head, whatsoever applicable) certifying experience for the last ten years in Architectural Services

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Put Separate Sheet for each project</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of work / Project and location</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Cost of the completed work (Rs. in Crores) (Attach copy of Work Order and satisfactorily work completion certificate issued by the Client)</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Cost of Consultancy Fee</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Area of the Project (in Sqm.)</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Scope of the work (Services Offered)</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Date of commencement as per contract</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Stipulated date of completion</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Actual date of completion</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Service rendered</td>
<td></td>
</tr>
<tr>
<td>a)</td>
<td>In house teams</td>
<td></td>
</tr>
<tr>
<td>b)</td>
<td>Associated Consultants / Consortia Members</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Names of Project in Charge &amp; Key Staff &amp; No. of Staff involved.</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Completion certificate issued by client department.</td>
<td></td>
</tr>
</tbody>
</table>
# DETAILS OF SIMILAR PROJECTS AWARDED/DESIGNED AND COMPLETED IN DURING THE LAST FIVE YEARS (ENDING MARCH 31, 2020)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Put Separate Sheet for each project</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of work / Project and location</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Cost of work in Rs. crores (Attach copy of Work Order)</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Area of the Project (in SqM.)</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Scope of the work (Services Offered)</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Date of commencement as per contract</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Stipulated date of completion</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Actual date of completion</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Service rendered</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) In house teams</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Associated Consultants / Consortia Members</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Names of Project in Charge &amp; Key Staff &amp; No. of Staff involved.</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Any other information</td>
<td></td>
</tr>
</tbody>
</table>
CERTIFICATE REGARDING TURN OVER (GROSS) AND PROFITIBILITY OF LAST THREE YEARS (ENDING MARCH 31, 2020)

1. Financial Analysis
Details to be furnished duly supported by figures in balance sheet/profit and loss account for the last Three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (copies to be attached).

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Financial Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Gross Annual turnover (Architectural Fee Income) in Rs</td>
<td></td>
</tr>
<tr>
<td>ii. Profits/Loss (PBT) in Rs</td>
<td></td>
</tr>
</tbody>
</table>

Copies of Balance Sheet and P&L Statement are attached

Signature of Chartered Accountant with seal

27. ANNEXURE- 9

Income Tax Return

Income tax returns of last three Financial Years i.e.2016 - 2017 and 2017 - 2018 2018-2019 certified by a chartered accountant need to be attached.
28. NEFT MANDATE FORM

Date: ____________

From: M/s_________________________

To

National Tribal Research Institute (MoTA)

Subject: NEFT PAYMENTS

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

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM

<table>
<thead>
<tr>
<th>Name of City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank Code No.</td>
</tr>
<tr>
<td>Bank’s Name</td>
</tr>
<tr>
<td>Branch Address</td>
</tr>
<tr>
<td>Branch Telephone/Fax no.</td>
</tr>
<tr>
<td>Bank Account No.</td>
</tr>
<tr>
<td>Type of Account</td>
</tr>
<tr>
<td>IFSC code for NEFT / RTGS</td>
</tr>
<tr>
<td>Bidder’s Name as per Account</td>
</tr>
<tr>
<td>Telephone No. of Bidder</td>
</tr>
<tr>
<td>Bidder’s E-mail ID</td>
</tr>
<tr>
<td>PAN No.</td>
</tr>
</tbody>
</table>

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

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

Confirmed by Bank
Enclosed a copy of Crossed Cheque
To

Ministry of Tribal Affair (MoTA)

Sub: Submission of RFP for providing PMC services for construction of EMRSs.

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder
along with name of Organization / Construction Agency)

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

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

BETWEEN

Commissioner, MOTA represented through Additional Commissioner (MOTA), Shastri Bhawan, New Delhi.

.................................................................,
MOTA.................................................................................(Hereinafter referred as the "Principal/Owner", which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

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

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

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

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

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

Article 1: Commitment of the MOTA.

1) The MOTA commit itself to take all measures necessary to prevent corruption and to observe the following principles:
   a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/ Construction Agency(ies)

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder(s)/Construction Agency commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender / bidding process and during the Contract execution:
   a) The Bidder(s)/ Construction Agency will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner’s employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
   b) The Bidder(s)/ Construction Agency will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
   c) The Bidder(s)/Construction Agency (ies) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Construction Agency will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
   d) The Bidder(s)/Construction Agency will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3) The Bidder(s)/Construction Agency will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4) The Bidder(s)/Construction Agency will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
5) The Bidder(s)/Construction Agency will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

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

2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/ Construction Agency.

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

Article 4: Previous Transgression

1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/ Construction Agency as deemed fit by the Principal/ Owner.

3) If the Bidder/ Construction Agency can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.
Article 5: Equal Treatment of all Bidders/ Construction Agency /Subcontractors

1) The Bidder(s)/Construction Agency undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/ Construction Agency shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its contractors/vendors/Sub contractor (sub venders).

2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Construction Agency.

3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

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

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

Article 7: Other Provisions

1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.

2) Changes and supplements need to be made in writing. Side agreements have not been made.

3) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

4) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.
IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

...............................................................

(For and on behalf of Principal/Owner)

...............................................................

(For and on behalf of Bidder/Construction Agency along with name of construction Agency)

WITNESSES:

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

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

Place: ...................... Date: ......................
31. APPENDIX-I

**Qualification and Experience of Manpower to be deployed in Project**

<table>
<thead>
<tr>
<th>Staff Key Personnel</th>
<th>Qualification Minimum</th>
<th>Minimum Experience</th>
<th>Relevant Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Team Leader</td>
<td>Degree in Architect from a recognized institute</td>
<td>10-15 Years of Professional Experience</td>
<td>At least 10 years in capacity of Project Manager/Planning Manger</td>
</tr>
<tr>
<td>Planning Engineer (Civil)</td>
<td>Degree in Civil Engineering from a recognized institute</td>
<td>7 Years</td>
<td>At least 5 years in capacity of Project Manager/Planning Manger</td>
</tr>
<tr>
<td>Planning Manager (Electrical)</td>
<td>Degree in Electrical Engineering from a recognized institute</td>
<td>7 Years</td>
<td>At least 5 years in capacity of Project Manager/Planning Manger</td>
</tr>
</tbody>
</table>

32. APPENDIX-II

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

This deed of guarantee made this day of …………………..between Bank of……………..

(Hereinafter called the “Bank”) of the one part, and National Tribal Research Institute (MOTA) (hereinafter called “MOTA” and the Client) of the other part.

WHEREAS National Tribal Research Institute (MOTA), has awarded the Contract for providing comprehensive consultancy for preparation of design, DPR and tender documents for setting up of Eklavya Model Residential School and Eklavya Model Day Boarding School at……………………………..(name of the site) (The Project) to (Name of the Consultant).

AND WHEREAS the Consultant is bound by the said Contract to submit to MOTA, a Performance Security for a total amount of Rs………….(Rupees in word)

1. Now we the undersigned …………………………….(Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of …………………..(Full name of Bank), hereby declare that the said Bank will guarantee MOTA the full amount of Rs. ………………….(Rupees in word) as stated above.

2. On or before, the Consultant has signed the aforementioned Contract with MOTA, the Bank is engaged to pay MOTA, any amount up to and inclusive of the aforementioned full amount upon written order from MOTA to indemnify MOTA for any liability of damage resulting from any defects or shortcomings of the Consultant or the debts he may have incurred to any parties involved in the works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by MOTA immediately on demand without delay without reference to the Consultant and without the necessity of a previous notice or of judicial or administrative procedures and
without it being necessary to prove to the Bank the liability or damages resulting from any
defects or shortcomings or debts of the Consultant. The Bank shall pay to MOTA any money so
demanded notwithstanding any dispute/disputes raised by the Consultant in any suit or
proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability
under this guarantee shall be absolute and unequivocal.

3. This guarantee is valid for a period till 30 days after the completion of stage 2 milestone as
enumerated in the section Terms of Payment.

4. At any time during the period in which this guarantee is still valid, if MOTA agrees to grant a
time extension to the Consultant or if the Consultant fails to complete the Works within the time
of completion as stated in the Contract, or fails to discharge himself of the liability or damages or
debts as stated under Para 2, above, it is understood that the Bank will extend this Guarantee
under the same conditions for the required time on demand by MOTA and at the cost of the
Consultant.

5. The guarantee hereinbefore contained shall not be affected by any change in the Constitution of
the Bank or of the Consultant.

6. The neglect or forbearance of MOTA in enforcement of payment of any moneys, the payment
whereof is intended to be hereby secured or the giving of time by MOTA for the payment hereof
shall in no way relieve the bank of their liability under this deed.

7. The expressions “MOTA”, “the Bank” and “the Consultant” hereinbefore used shall include their
respective successors and assigns.

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

For and on behalf of

The………………………….Bank.

Signature of authorized bank official

Name: …………………………….
Designation: …………………………….
Stamp/Seal of the Bank: …………………………….

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

Witness 1
Signature ……………………….
Name …………………………….
Address …………………………….

Witness 2
Signature ……………………… Name
…………………………. Address