

Notice Inviting Expression of Interest (Eol)

Expression of Interest (Eol) is invited on behalf of the Commissioner, National Education Society for Tribal Students (NESTS), on behalf of Ministry of Tribal Affairs, Government of India, at NSTFDC, NBCC Tower, 5th Floor, 15 Bhikaji Cama Place, New Delhi -110066 for construction of EMRS/ EMDBS for various locations of the country.

Important Information	
Event	Date
Date of Pre-bid Meeting	30.10.2019 (at 3:00PM)
Bid Submission End Date	15.11.2019 (upto 3.00PM)
Eligibility Bid Opening Date	15.11.2019 (at 5:00PM)
Presentation of Concept Note	19.11.2019 onwards
Financial Bid Opening Date	28.11.2019 (at 3:00PM)

The detailed Eol document with specifications and terms & conditions are available on Ministry of Tribal Affairs website www.tribal.nic.in. (Under the section - Tenders & Advertisement). Amendments, if any will be hosted in MoTA website only (www.tribal.nic.in). For further details, please contact Shri Asit Gopal, Commissioner (NESTS) at 011-26712519 (Ph. No.), 011-26712574 (fax).

National Education Society for Tribal Students (NESTS)

Shastri Bhawan, New Delhi.



सत्यमेव जयते

Ministry of Tribal Affairs

Government of India

Total no. of pages 34

DOCUMENT

FOR

**Expression of Interest (Eoi) for construction of EMRS/EMDBS
Schools**

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National Education Society for Tribal Students (NESTS)

NOTICE INVITING EoI

National Education Society for Tribal Students (NESTS), New Delhi invites Expression of Interest (EoI) in terms of GFR 133 (3) from **Construction Agencies** i.e. Central / State Public Sector undertakings (PSUs) engaged in construction activities in general and school buildings in particular who fulfill all eligibility requirements as specified vide Section 7 of EoI document No.: **18015/22/2019-EMRS/01**. The projects are located at different parts of the Country. EOIs are invited to determine Lowest Service Charges for Project Management Consultancy services to be provided for Construction of Eklavya Model Residential Schools (EMRS) & Eklavya Model Day Boarding Schools (EMDBS) commencing within a period of two years (further extendable by one year) on Service Charges basis.

TIME SCHEDULE

Date of Publication	16.10.2019
Date of Pre-bid Meeting	30.10.2019 (at 3:00PM)
Bid Submission End Date	15.11.2019 (upto 3.00PM)
Eligibility Bid Opening Date	15.11.2019 (at 5:00PM)
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SECTION-1: INTRODUCTION

1.0 Introduction

- 1.1 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, endeavor of Ministry of Tribal Affairs has been to undertake various initiatives for overall upliftment of Tribal across the country. Amongst these, providing quality education to ST students has been the key focus areas of the Ministry as educational development is a stepping-stone to economic and social development and is also the most effective instrument for overall empowerment.

EMRS: Eklavya Model Residential Schools (EMRS) were conceived in the year 1997-98 to impart quality education to ST children in remote areas in order to enable them to avail of opportunities in high and professional educational courses besides get employment in various sectors. The schools focus not only on academic education but on the all-round development of the students. Each school has a capacity of 480 students, catering to students from Class VI to XII.

In order to give further impetus to EMRS, it has been decided that by the year 2022, every block with more than 50% ST population and at least 20,000 tribal populations, will have an EMRS. Eklavya schools will be on par with Navodaya Vidyalaya and will have special facilities for preserving local art and culture besides providing training in sports and skill development. Across the country, as per census 2011 figures, there are 564 such sub-districts out of which there is an EMRS in 102 sub-districts. Thus, 462 new schools have to be opened by the year 2022.

EMDBS: wherever density of ST population is higher in identified sub-districts (90% or more), It is proposed to setup Eklavya Model Day Boarding Schools (EMDBS) on an experimental basis for providing additional scope for ST students seeking to avail School education without residential facility. Accordingly, 12 such EMDBS will be set based on the demand of concern State Government. The features of EMDBS will remain the same as EMRS **except residential facility.**

- 1.2 Currently there are 284 functional EMRSs across the country.
- 1.3 The Ministry of Tribal Affairs has identified the sub-districts, where new schools are to be opened. These schools require a minimum land of 15 acres for EMRS and 5 acre for EMDBS per school, to be made available by the respective State Governments.
- 1.4 The Office of **Commissioner, NESTS** functions as the custodian of EMRS/EMDBS. The present office address is as below:
**Commissioner (NESTS),
NSTFDC, NBCC Tower, 5th Floor,
15 Bhikaji Cama Place,
New Delhi-66**

SECTION-2 Guidelines for Essential Components required in an EMRS

2.1 General Points:

- The below mentioned guidelines are indicative only. School building norms specified in the NBC, CBSE & NVS shall be followed in respect of construction project across the country in plains as well as hilly, North Eastern, LWE affected and other difficult areas.
- All the stipulations provided for in the **Access India Campaign for Divyang Students** to be ensured.
- All the fixtures & fitment to be used for construction of EMRS (Schools, Hostels, Other facilities & Staff residences) must be off Standard quality conforming to **Bureau of Indian Standard (BIS)** without fail.
- The schedule of rates for undertaking the construction shall be as per CPWD norms subject to the overall ceiling for construction of EMRS & EMDBS in plains as well as hilly& LWE areas.
- Escalation on account of delay.**The NESTS would like to impress upon, construction agencies to complete all the pending construction works in a pre-approved fixed schedule so that there is no further cost escalation.
- The land for construction of School shall be provided by the concern State Government. The land should be free of all encumbrances.

2.2.The **Financial Outlay** for construction of EMRS & EMDBS at present is as below:

SI No.	Category	Outlay	Remarks to
1	EMRS Plains	20 crore	Applicable all States in India
2	EMRSHilly, North Eastern/ LWE districts	24 crore	Applicable all States in India
3	EMDBS Plains, Hilly, North Eastern/ LWE districts	14 crore	Applicable all States in India

2.3. Guidelines for Essential Components required in an EMRS

Note: These parameters have been specified for guidance purpose only. The school building norms as per National Building Code (NBC) & CBSE norms and Bye Laws shall be followed in all respect for both plains as well as hilly areas.

1	School Building	Nos	Total Plinth Area	Remarks
	Class Room (VI to XII) VI to X: 2 sections each XI to XII: 3 section each	16 @ 500 sq ft.	8000 sq. ft.	Students strength 30
	Laboratories (Physics, Chemistry & Biology)	3 @ 600 sq. ft.	1800 sq. ft.	As per CBSE norms
	Laboratories (Maths)	1	500 sq. ft.	As per CBSE norms
	Laboratories (Computer)	1	600 sq. ft.	Computer ratio (20:1) as per CBSE norms
	Laboratories (Language)	1	500 sq. ft.	Standard specifications
	Teacher Common Room (male & female)	2 @ 500 sq. ft.	1000 sq. ft.	As per KVS norms
	Library	1	1200 sq. ft.	As per CBSE norms

	Principal Room	1	500 sq. ft.	As per KVS norms
	Drinking Water Facility	Adequate	Adequate	
	Separate Toilets (W.C. + Urinals) for Student (B+G)	8+8 Nos	As per norms	Boys: Girls @ 240
	Separate Toilets (W.C. + Urinals) for Teacher (Male+Female)	2+2 Nos	As per norms	
	Separate Toilet for Divyang with Ramps & Handrails	1	As per norms	
	Re-creation Room	2 Nos @ 400 sq. ft. (Desirable)	800 sq. ft.	
	Medical Room	1	250 sq. ft.	As per KVS norms
	Security room	1	100 sq. ft.	
	Store	2	250 sq. ft.	As per KVS norms
2	Girls Hostel	1		
	Dormitory (with capacity 8-10 girls per room)	30 rooms @ 480sq. ft.	14400 sq. ft.	Dormitory (1:8X30) as per Kasturba Gandhi Balika Vidyalaya (MHRD) norms
	Bathroom	20 @ 30 sq. ft.	600 sq. ft. (Standard Specification)	(1:12X20)
	Toilet	20 @ 30 sq. ft.	600 sq. ft. Standard Specification	with separate W.C., washbasin
	Separate Toilet for Divyang with Ramps & Handrails	1	As per norms	
	Drinking Water Facility	Adequate	Adequate	
	Infirmery / Sick Room	1	100 sq. ft.	As per Kasturba Gandhi Balika Vidyalaya (MHRD) norms
	Hostel Warden Room/Office	1	450 sq. ft.	
	Visitor Room	1	100 sq. ft.	
	Reading/Common Room	1	300 sq. ft.	
	Store Room	1	100 sq. ft.	
	Security room	1	100 sq. ft.	
3	Boys Hostel	1		
	Dormitory with capacity 10-12 boys per room)	20 rooms @ 720 sq. ft.	14400 sq. ft.	Dormitory (1:12X20)
	Bathroom	20 @ 30 sq. ft.	600 sq. ft. Standard Specification	(1:12X20)
	Toilet	20 @ 30 sq. ft.	600 sq. ft. Standard Specification	with separate W.C., urinal & washbasin
	Separate Toilet for Divyang with Ramps & Handrails	1	As per norms	
	Drinking Water Facility	Adequate	Adequate	
	Infirmery / Sick Room	1	100 sq. ft.	As per Kasturba Gandhi Balika Vidyalaya (MHRD) norms
	Hostel Warden Room/Office	1	450 sq. ft.	
	Visitor Room	1	100 sq. ft.	
	Reading/Common Room	1	300 sq. ft.	
	Store Room	1	100 sq. ft.	
	Security room	1	100 sq. ft.	
4	Dining and Kitchen			

	Kitchen and Pantry	1	400 sq. ft.	
	Store Room	2 @ 100 sq. ft.	200 sq. ft.	
	Dining Room with seating facilities	2 @ 500 sq ft.	1000 sq. ft.	As per Kasturba Gandhi Balika Vidyalaya (MHRD) norms
	Hand Wash/Cleaning Area	Adequate	Adequate	
5	Staff Residence			
	Principal Residence (Type V)	1	1500 sq. ft.	As per NVS norms
	Type II Quarter	10 @ 860 sq. ft.	8600 sq. ft.	
	Type III Quarter	15 @ 860 sq. ft.	12900 sq. ft.	
	Guest House	1	860 sq. ft.	
6	Common Facilities			
	Playground	1	20900 sq. ft. (Play field of dimension 190X110 m. having a 400 meters running track, twokho- kho grounds (one each for Boys & girls) of size 40X30 m two basket ball courts of size 40X30 m.)	As per NVS norms
	Compound wall		1.8mtr. high	
	Entry Gates with wicket gate		Adequate	
	Covered Paths		Adequate	
	Drainage- sewage, water tank		Adequate	
	Circulation Area	Adequate	Adequate	
7	Other Essential Facilities			
	Rain water Harvesting	Desirable	Adequate	
	Mosquito nets on door and Window	Mandatory	Adequate	Covering Hostels
	Lighting in common area	Mandatory	Adequate	
	Solar Water Heating/Lighting	Desirable	Adequate	
	Kitchen Garden/Horticulture plantation	Desirable	Adequate	
	Compost pits	Desirable	Adequate	
	Fire Hydrant system	Mandatory	Adequate	
	Waste Disposal System	Mandatory	Adequate	
	Internal and external electrification	Mandatory	Adequate	
	Water supply and sanitation	Mandatory	Adequate	
	Parking Facility	Desirable	Adequate	
8	Furniture and Fixtures			
8.1	School			
	Desk	Adequate	480 atleast	For Students
	Bench	Adequate	480 atleast	
	Chair with Desk for Teacher	Adequate	32 nos	For Teachers

	Green /White Board	Adequate	32 nos	
	Lab Equipment / Furnitures	Adequate	Adequate	
	Computers	Adequate	Adequate	
	Sports Materials	Adequate	Adequate	
	Library related all Furniture & Fixtures	Adequate	Adequate	
	Pin up Board	Adequate	32 nos	
8.2	Hostel			
	Individual Bed	Adequate	480	
	Cupboards for storing personal belongings	Adequate	480	
	Study Table with Chair	Adequate	480	
	Warden rooms furniture & Fixtures	Adequate	Adequate	
	Security room furniture & Fixtures	Adequate	Adequate	
8.3	Dining			
	Kitchen and dining utensils	Adequate	Adequate	
	Dining Table	Adequate	Adequate	
8.4	Furniture & Fixture for Principal residence, Staff quarters & Guest house	Adequate	Adequate	

Note: for the construction of Eklavya Model Day Boarding School (EMDBS), the guidance shall be same except residential facility for Students.

9.0	Development Works
9.1	Construction of Boundary wall
9.2	Internal & External water supply, drainage and sewerage disposal system:
	(i) Borewell including submersible pump & cabling etc. complete
	(ii) Underground sump of adequate capacity with pump
	(iii) Pump house
	(iv) Water supply distribution, drainage and sewerage disposal system
	Internal Electrification (consequent):
9.3	(i) Substation building
	(ii) HT/LT Panel
	(iii) Street lighting using U.G. cables
	(iv) External wiring / cable connection using U.G. cables from sub-station to feeder pillar, building & pump house and necessary connection from DG set to infrastructures.
9.4	Internal roads, paths and culverts (as per norms)
9.5	Preparation of playfield
	(i) Running Track 400/200 meters – 1 no.
	(ii) Basket Ball fields – 2 nos.
	(iii) Kho Kho / Volley Ball Court – 2 nos.
	(iv) Multi utility play ground
9.6	Earth cutting / filling, development of land, leveling of ground (as per requirement).

SECTION-3: AIMS AND OBJECTIVES

3.1 Aims and Objectives

- 3.1.1 Eols are invited under GFR Rule 133(3) from Central / State Government Public Sector undertakings (PSUs) that are established/ undertaking construction works for constructing and operationalizasing EMRS in EPC mode. The aim & objective of this Eol is **to determine the lowest charges** to carry out construction & operationalization works of EMRS projects at any place in India. The Construction Agencies shall be required to provide the services as per scope of services defined in Section-4.
- 3.1.2 The lowest service charges so determined shall be applicable on new construction works allocated to the empanelled agency.

SECTION-4: TERMS OF REFERENCE: SCOPE OF SERVICES

4.0 Scope of Services to be provided by Construction Agency:

The brief scope of services on part of the Construction Agency shall include the services as may be assigned by the EMRS in general shall include but not limited to the following:

4.1	Providing all engineering services on EPC basis (Engineering Procurement Construction) for creating desired infrastructure. The services will include in general as described but not limited to the same. The agency is expected to make the assigned project functional and complete in all respects.
4.1.1	Architectural Consultancy
	<p>The architectural consultancy shall include in general detailed site survey, preparation of survey plans, Preparation of Master Plan, Architectural layouts of bldgs., elevations, sections, detailed working drawing, Structural Drawings, detailed Engineering. The details are as below but not limited to:</p> <ul style="list-style-type: none">(i) Obtain approval of NESTS for the conceptual plan/s of project(ii) Preparation of layout and detailed Architectural plans, individual building plans, detailed working drawings, Structural drawings, drawings of buildings, plumbing, sanitary, water supply, electrical services, generators, air-conditioning, lifts, fire protection services, telephone, wiring, landscaping etc as per requirement and submission to concerned local bodies, wherever necessary and to obtain their approval if required before and after completion of work.(iii) Vetting of Structural drawings before execution from IIT/NIT/reputed Govt. Engg. College(iv) Preparation of Preliminary Estimate/Detailed Estimate (Technical Sanction) on the basis of DPAR/DSR with prevailing Cost Index approved by CPWD.
4.1.2	Project Management Consultancy
	<p>The Project Management Consultancy shall include Value Engineering, Tendering, Execution, Supervision, Quality Control, Maintenance, RA/FB disbursement, Audit replies, Resource optimization etc.</p> <ul style="list-style-type: none">(i) Complete construction of projects through contractors/vendors for work and supply of materials and labours or both, by way of time scheduling, monitoring, supervision, quality assurance/control, accounting, payment bills and taxes, royalty, GST, cess etc.(ii) Adherence to the timelines indicates in the project documents.(iii) Co-ordination with all other agencies, local authorities/bodies for implementation of project as per requirement of site conditions and local bye-laws.(iv) Invitation of tenders giving wide publicity as per NESTS norms and award of works.(v) Supervision and Quality control as per CPWD specifications/BIS codes of practice.(vi) After completion, handing over the project to NESTS in complete shape between NESTS and the Agency along with a hard copy and soft copy of full set of completed drawings.(vii) Any other services as included in the specific sanction of project.

SECTION-5: EOI SUBMISSION & OPENING

5.0 Instructions for submission of EOI

Submission of EOI in two envelope system shall be followed:-

(i) **ENVELOPE – 1**

The envelope – 1 (sealed) shall contain all technical documents except financial bid duly certified by the competent authority in respect of eligibility as mentioned in Section-7.

(ii) **ENVELOPE – 2**

The financial bid in the format specified in Section-9 together with conditions specified therein duly filled up the blank spaces and all pages duly signed & sealed shall be kept in envelope – 2.

(iii) **ENVELOPE – 3**

The envelope -3 shall contain envelope – 1 & envelope – 2.

The wax sealed envelope – 3 shall be submitted in the office of Commissioner, NESTS, National Scheduled Tribes Finance & Development Corporation, NBCC Tower, 5th Floor, 15 Bhikaji Cama Place, New Delhi -110066.

1) The envelopes shall be super-scribed as below: -

- | | | | |
|-----|--------------|---|---|
| (a) | Envelope – 1 | : | “Eligibility documents” |
| (b) | Envelope – 2 | : | “BID DOCUMENT” |
| (c) | Envelope – 3 | : | Name of work _____
Bid reference no. _____
Name of CA _____
With address |

2) The envelope – 3 shall be opened first and then envelope – 1 (eligibility documents) shall be opened. The intending bidders who fulfill eligibility criteria shall be considered as qualified.

3) The envelope – 2 (containing complete BID DOCUMENT) shall be opened only for shortlisted bidders.

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

5) Bids of only those bidders whose bids are complete in all respects and qualify as per eligibility criteria prescribed by NESTS shall be considered. NESTS reserves the right to accept or reject any or all bids received by it without assigning any reason.

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

5.1 Pre Bid Meeting

5.1.1 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 on **page 3** of this document which shall take place in the Conference Room No 734-735, Seventh Floor of Shastri Bhawan, New Delhi. Representatives shall carry Authority Letter for attending the above meeting.

- 5.1.2 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.
- 5.1.3 The bidders are requested, to submit all queries so as to reach NESTS 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 Commissioner, NESTS, NSTFDC, NBCC Tower, 5th Floor, 15 Bhikaji Cama Place, New Delhi-66
- 5.1.4 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 for information to all concerns. However, a copy of the same can be obtained from the office of Commissioner, NESTS, NSTFDC, NBCC Tower, 5th Floor, 15 Bhikaji Cama Place, New Delhi-66. The minutes of pre-bid meeting shall form part of the Bid Document.

5.2 Opening of Bids

- 5.2.1 Bids shall be opened at the prescribed time and date as indicated in the bid document. The bids shall be scrutinized and evaluated by the custodian with reference to prescribed parameters. During the Bid opening, the Bid opening official(s) will read the salient features of the bids like terms and conditions and Service Charges quoted.
- 5.2.2 In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for the NESTS, the Bids will be opened at the appointed time and place on the next working day.
- 5.2.3 Authorized representatives of the Agency/Bidder, who have submitted Bids on time may attend the Bid opening provided they bring with them letters of authority from the corresponding Bidders.

5.3 Comparison of Bids and Award Criteria

- 5.3.1 Shortlisted agency may be given an opportunity to come for to accept the Charges quoted by L1 so notified within the specified period. Eligible Construction Agency may be considered for allocation of works. Validity of accepted service charges shall be for a period of 2 years with provision of further extension for an additional period of one year.
- 5.3.2 NESTS reserves the right to allocate any or all works on the lowest service charges as determined & notified in para 5.3.1 above.

SECTION-6: ALLOCATION OF WORKS

- 6.0 Custodian's Right to accept any Bid and to reject any or all Bids without assigning ny reason thereof.
- 6.1 The Custodian reserves the right to accept in part or in full any Bid or reject any or more Bid(s) without assigning any reason or to cancel the entire or part Bidding process and reject all Bids at any time without incurring any liability, whatsoever to the affected Bidder or Bidders.
- 6.2 NESTS shall not be bound to award any work or all the work to eligible Construction Agencies only. (The bids being invited are non-binding and without any commitment of award of work).
- 6.3 NESTS reserves full right to award the work to any other agency after the bidding process is over and who has not participated in the bidding process, provided such agency meets the eligibility criterion specified in Section-6 and accepts to work on lowest service charges so notified.
- 6.4 **Execution of Memorandum of Agreement**
- 6.4.1 The NESTS shall notify the lowest service charges region-wise in writing. NESTS shall also provide a reasonable time to all eligible bidders to submit the acceptance for execution of works on lowest service charges so notified.
- 6.4.2 The successful bidder shall execute Memorandum of Agreement on non-judicial stamp paper of Rs. 100/- within fifteen days on allocation of each work from the date of issue of A/A & E/s and start the work from the date of issue of Administrative Approval. The same shall be as per norms of NESTS as amended time to time and can be seen during office hours at NESTS, headquarters.
- 6.5 **Corrupt or Fraudulent Practices**
- 6.5.1 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/NESTS:-
- (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/NESTS if it at any time determines that the agency has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or gross/ deliberate negligence in executing the contract.

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

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

6.6 Any dispute arising out of the process of bidding shall be dealt with by courts at New Delhi only.

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

SECTION-7: ELIGIBILITY CRITERIA

7.0 The bidders who shall produce sufficient documents/certificates in respect of having eligibility criteria as mentioned below shall be considered as qualified and allowed for consideration of opening of Price bid.

7.1 **Eligibility Criteria**

The eligibility criteria for declaring the intending bidders as qualified for opening of Financial bid shall be as below:

7.1.1 As specified under GFR 2017 Rule 133(3), the bidder/Agency should be a Public Sector Undertaking set up by the Centre or State Govt. to carry out Civil & Electrical works or any Central/State Govt. Organization/PSU which may be notified by the Ministry of Urban Development for such purpose. Relevant supporting documents shall be furnished.

(An affidavit in this regard as per **Annexure - I** shall be submitted & signed by an officer not below the rank of General Manager or Superintending Engineer or eq.)

7.1.2 The Bidder/Agency should have average annual financial turnover of Rs.200.00 Crores (Rs. 60.00 Crores in case of Hilly, North Eastern & other hard areas) on Construction Work (Civil including Electrical) during last three consecutive balance sheets (i.e. FY 16-17, 17-18 & 2018-19) duly audited by Finance Wing. The Bidder/ Agency should not be a loss making company during all the last three Financial Years mentioned above.

7.1.3 The Bidder/Agency should have an office setup with technical staff posted in different Regions. Relevant supporting documents shall be furnished for the scrutiny.

7.1.4 The Bidder/Agency should have following satisfactorily completed works during the last three years ending previous day of last date of submission of tender as this should be certified by the officer not below the rank of Superintending Engineer / General Manager or equivalent.

- a. Two similar works each costing not less than Rs. 20.00 OR
- b. One similar work costing not less than Rs. 24.00 Crores

Note: Similar Works shall mean Building Works.

The Certificate/Documents received from Client Department in respect of satisfactory completion of work may also be submitted.

In support of above, the Bidder is required to furnish the required documents, Performance Statement as per Pro-forma in Section-13.

Sticking to time schedule in delaying of projects.

Agencies could indicate their preferred area of operation.

The shortlisted agencies will be given opportunities to present the concept.

SECTION: 8 EVALUATION CRITERIA

- 8.1 Bidder(s) who qualify as per the Eligibility Criteria given in the preceding Clauses will be shortlisted for further evaluation. They would be required to give a presentation of their methodology and understanding of the project strategy etc. before the Expert Committee. The past performance and credentials of the firm will also be assessed by a panel of experts. This will form a part of Technical Evaluation besides the Documentary Credentials submitted by the Bidder.
- 8.2 Technical evaluation once completed, the list of the technically qualified Bidders for opening of their Financial Bids will be displayed on the NESTS Website (www.tribal.nic.in). Financial Bids of only those Bidders who score a minimum of 60 marks (qualifying) out of 100 in the Technical Qualification Criteria will be opened. The final selection of the successful bidder would be considered as per CVC and NESTS guidelines on the basis of the “**Least Cost System (LCS)**” in line with Rule 193 of GFR-2017. The Technical Qualification Criteria are:

(Rule 193 of GFR 2017 **Least Cost System (LCS)**. LCS is appropriate for assignments of a standard or routine nature (such as audits and engineering design of non-complex works) where well established methodologies, practices and standards exist. Unlike QCBS, there is no weight age for Technical score in the final evaluation and the responsive technically qualified proposal with the lowest evaluated cost shall be selected.)

SI No	Sub Head	Max. Score	Remarks (Relevant information are to be furnished in tabular form along with certified Supporting Documents)
1	Firm's previous experience in last seven years of construction Project (Civil, & Electrical), Horticulture, Minor Addition/ Alteration/ Maintenance works (only as a PMC) as detailed in EOI a. No. of Years of Experience: 20% b. No of Completed Projects: 80%	40	a) Maximum score will be awarded to the Bidder having the highest number of years of experience in PMC work and other eligible Bidders will be awarded marks on pro-rata basis. b) 2 points will be awarded for each of the completed project with Total Cost upto Rs. 25 Crore (minimum being 5 crore) c) 4 points will be awarded for each of the completed projects with Total Cost of Rs. 25 Crore upto 50 Crore d) 8 points will be awarded for each of the completed projects with Total Cost of Rs. 50 Crore upto 100 Crore (Projects not older than seven years).
2	Annual certified turnover during the last three years, as certified by statutory Auditor/ Chartered Accountant(as per <i>Form-A of Appendix-I</i>)	25	Turn over Rs. 450 Crore = 50% Turn over Rs. 900 Crore or above=100%
3	Qualification and competence of the personnel to be deputed in NESTS for NESTS Project. (Qualification and Experience, as per <i>Appendix-I</i>)	25	Criteria Points: Qualification: 30% Experience: 70% Total 100% Team Leader- 3 Planning Engineer - 2 Contract Specialist cum Accounts officer - 2 Sr. Construction Manager (C) – 2 Sr. Construction Manager(E) - 2 Sr. Construction Manager(M) -2 Horticulture Experts -2
4	Presentation before Expert Panel	10	Presentation before Expert/Selection Panel in support of Firm's credentials, understanding of the Project, methodology, satisfactory answers to the queries of Members of Expert/Selection Panel etc.
5	Total Technical Score (Ts)	100	

Note: Proper certificate is required in support of any Statement made by the Organization as above.

SECTION-9: COURT JURISDICTION:

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

SECTION- 10: ARBITRATION

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. 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.

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 endeavors 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.

SECTION- 11: FORCE MAJEURE

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

2. For purpose of this clause, "Force Majeure" means an event beyond the control of the parties and not involving the party's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes, currency restrictions, insurrection and civil commotion, acts of terrorism etc. Whether a "Force Majeure" situation exists or not, shall be decided by the National Education Society for Tribal Students (NESTS), New Delhi and its decision shall be final and binding on the PMC(s) and all other concerned.

SECTION- 12: BREACH AND REMEDIES

The PMC agrees to indemnify the NESTS against any and all losses, damages, claims, or expenses incurred or suffered by the NESTS as a result of the PMC's negligence or breach of this Agreement. The PMC understands and acknowledges that any negligence or breach of this Agreement may cause the NESTS irreparable damage, the amount of which may be difficult to ascertain and, therefore, agrees that the NESTS shall have the right to apply to a court of competent jurisdiction for an order restraining any such further breach and for such other relief as the NESTS shall deem appropriate. Such right of the NESTS shall be in addition to Remedies otherwise available to the NESTS at law or in equity.

SECTION-13: PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last three years)

Bid Reference no. :

Name and address of the Bidder :

Details of works received & completed satisfactory

Work Order placed by (full address of Purchaser)	Order number and date	Description of work awarded	Total value of work	Date of completion of work	Remarks indicating reasons for delay if any
1	2	3	4	5	6

Signature and seal of the Bidder

Note:-

NESTS reserves the right to ask the Bidder to furnish Order copies and Satisfactory Completion Certificate from purchaser in respect of above.

SECTION-14 : PRICE BID SUBMISSION FORM

Date: _____

To
The Commissioner,
 National Education Society for Tribal Students (NESTS)
 NSTFDC, NBCC Tower, 5th Floor, 15 Bhikaji Cama Place,
 New Delhi -110066

Ref.: Your EOI 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 Eoi document for the Service Charges FOR new construction in the Price Bid as below, attached herewith and made part of this Bid.

S. No.	State to be covered	Service Charges (% of project cost) (Exclusive of taxes levies etc.)	
		(in figure)	(in words)
01			
02.			
03.			
04.			
05.			
06.			
07.			
08.			

We agree to keep our Bid valid for acceptance for 180 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 NESTS. We have read and well understood the para 5.3.1 to 5.3.3 of Section-5 & para 6.2 & 6.3 of Section-6 and shall not make any claim in case NESTS entrusts the work to any other agency.

We further understand that NESTS 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 **exclusive 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 timebound manner. Taxes to be claimed separately.

We confirm that the above quoted service charges shall be applicable on new construction as well as on maintenance & repair works. 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.

[Signature with date, name and designation] Duly
authorized to sign Bid for and on behalf of

(Name of Organisation)

SECTION-15: NEFT MANDATE FORM

Date: _____

From: M/s _____

To,
The Commissioner,
National Education Society for Tribal Students (NESTS),
NSTFDC, NBCC Tower, 5th Floor, 15 Bhikaji Cama Place,
New Delhi -110066

Subject: NEFT PAYMENTS

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

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM

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

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

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

Confirmed by Bank
Enclosed a copy of Crossed Cheque

Certificate in respect of fulfillment of terms of Rule 133(3) of GFR 2017

Certified that _____ (Name of organization), fulfills the terms of GFR 2017 Rule 133(3) "A public sector undertaking set up by the Central or State Govt. to carry out civil or electrical works or any other Central/State Govt. Organization/PSU notified by the Ministry of Urban Development (MoUD) for such purposes".

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

(Name of Organisation)

[Name & address of the Bidder]
Seal of the Organisation

NOTE: This certificate shall be signed by an officer not below the rank of General Manager or Superintending Engineer or eq. and shall be submitted in envelope-1.

INTEGRITY PACT

To,

The Commissioner
National Education Society for Tribal Students (NESTS),
NSTFDC, NBCC Tower, 5th Floor, 15 Bhikaji Cama Place,
New Delhi -110066,

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

Dear Sir,

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

I/We agree that the EoI 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 EOI 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 NESTS. 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, NESTS 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 NESTS.

INTEGRITY AGREEMENT

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

BETWEEN

Commissioner, NESTS represented through Secretary (NESTS), Shastri Bhawan, New Delhi.

.....,

NESTS,, (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 (Hereinafter referred to as the

(Details of duly authorized signatory)

"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 EOI (EOI 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 NESTS.

- (1) The NESTs 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 willful 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 vendors).
- (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 NESTS.

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:

APPENDIX-I

FORM — 'A' FINANCIAL INFORMATION

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, five years considered for average Financial Turnover and Profitability.

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

II. The following certificates are enclosed:

(a) Current Income Tax clearance Certificate / Profit & Loss account

(b) Solvency Certificate from Bankers of Bidder

Signature of Chartered Accountant with Seal

Signature of the Bidder with Date & Seal

APPENDIX-II

Credentials for Key Personnel of the PMC

[Form of Power of Attorney (On Rs.100 Stamp Paper)]

Know All Men by these presents that I,....., (Name and Designation of the person to whom Power of Attorney is given)as the true & lawful attorney (hereinafter referred to as the "Attorney") of the Company and in the name of the Company to exercise all or the powers for and on its behalf in connection with the EOI Notice No.: dated which have been invited by the National Education Society for Tribal Students (NESTS), New Delhi and to undertake the following acts:-

- I. To submit the proposal and participate in the EOI, published by National Education Society for Tribal Students (NESTS), New Delhi on behalf of the company.
- II. To authorize any other Individual, or a nominated User to submit a Bid, and subsequently negotiate and sign the Contract with any entity, agency or National Education Society for Tribal Students (NESTS), New Delhi (wherein after referred to as Owner) for which Tenders are floated.
- III. To negotiate with the Owner, the Terms and Conditions including price for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Owner for and on behalf of the Company.
- IV. To receive, accept and execute the Contract for and on behalf of the Company.
- V. Do any other act or submit any Document related to the above.
- VI. Handover the Site to the Authorities for execution and obtain Completion Certificate (as applicable).
- VII. To make estimation of the Work done from time to time (as applicable).
- VIII. To make Design and Drawing Measurement of the Work done from time to time (as applicable).
- IX. To draw Bills in the name of the Company.
- X. To receive the payment in favour of the Company against the aforesaid Bills from the Authorities concerned.
- XI. To make Correspondence with the said Authorities.
- XII. To carry out all the activities which the PMC has to perform for owner as per Agreement.
- XIII. To appear and represent on behalf of the Company with all other Authorities such as State Government, Central Government, Electricity Board, Telephone Department, RTO Office, Income Tax, Sales Tax, Labour Departments and such other Departments connected to the Project(s) and to carry on correspondence with the above, in respect of the Contract.

Signature of the Bidder with Date & Seal