

भारतीय विदेश व्यापार संस्थान
INDIAN INSTITUTE OF FOREIGN TRADE

दिल्ली

DELHI

EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT AS PMC (PROJECT MANAGEMENT CONSULTANT) FOR EXECUTION OF RENOVATION / REPAIR WORKS IN EXISTING CAMPUS

निविदा पत्र

TENDER DOCUMENT

निविदा संदर्भ संख्या / TENDER REF. NO.: IIFT (NP)/PMC/(1)/2021

दिनांक / DATED :- 29/01/2021

INDIAN INSTITUTE OF FOREIGN TRADE

(A Deemed to be University under Department of Commerce, Govt. of India)

IIFT Bhawan, B-21, Qutab Institutional Area, New Delhi – 110 016.

Sub. :- Expression of Interest (Eoi) for empanelment as PMC (Project Management Consultant) for execution of Renovation / Repair works in Existing Campus.

:: INDEX::

Section No.	Brief Description	Page No.
1.	Tender Information	3 – 5
2.	Scope of Work	6
3.	General (Commercial) Conditions of Contract (GCC)	7 – 11
Annexure - 1	Memorandum of Understanding (MoU)	12 – 18
4 (Part – A)	Technical Bid Letter	19
5 (Part – B)	Financial Bid Letter	20
5 (Part – B)	Price Schedule (Renovation / Repair works in Existing Campus)	21

Assistant Registrar (NP)
Phone No. : 011-39147249
Email ID : aradmission@iift.ac.in
Indian Institute of Foreign Trade
New Delhi

INDIAN INSTITUTE OF FOREIGN TRADE
B-21, QUTAB INSTITUTIONAL AREA, NEW DELHI-110016

SECTION – 1

TENDER INFORMATION

Expression of Interest (Eoi) for empanelment as PMC (Project Management Consultant) for execution of Renovation / repair works in Existing Campus.

1.0 Expression of Interest (Eoi) in Single Stage Two Envelope method (Part-A: Techno-commercial and Part-B: Financial) are invited on behalf of the Director IIFT for empanelment as PMC (Project Management Consultant) for execution of Renovation / repair works in Existing Campus) from following:

- (a) **Public Works Organization (PWO)** such as Central Public works Department (CPWD), State Public Works Department (PWD Delhi), others Central Government Organizations authorized to carry out civil or electrical works such as Military Engineering Service (MES), Border Roads Organization (BRO) etc., Ministry/Departments construction wings of Ministries of Railways, Defence, Environment & Forests, Information & Broadcasting and Departments of Posts, and Space, etc.
- (b) **Public Sector Undertaking (PSUs)** set up by the Central or State Government to carry out civil or electrical works
- (c) Any other Central/State Government organization/**PSUs notified by the Ministry of Urban Development (MoUD) Govt. of India, New Delhi** for such purpose.

2.0 Time Period for Empanelment: - 3 Years.

3.0 Purchase of Tender Document:- The EOI document shall be available for downloading from the website www.eprocure.gov.in and IIFT Website www.iift.edu from **29.01.2021- 22.02.2021**

4.0 Eligibility Criteria:-

- a) **The bidder or its parent firm should be in business of providing similar services for at least three years as on last date of receipt of EOI.**
- b) **The bidder should have satisfactorily completed similar work {work of providing PMC services} during last five years as detailed below :**
 - i) Providing PMC services for ONE renovation work of at least 16 Cr. to central Government / state Government/Autonomous body/PSU/ Corporate Sector.
OR
 - ii) Providing PMC services for TWO construction work of at least 12 Cr. to central Government / state Government/Autonomous body/PSU/ Corporate Sector
OR
 - iii) Providing PMC services for THREE renovation work of at least 8 Cr. to central Government / state Government/Autonomous body/PSU/ Corporate Sector.

c) The bidder should have a valid PAN.

- d) **The bidder should have Goods and Service Tax Registration Certificate. Copy of Registration Certificate is to be submitted as part of bid and bidder has to give a self-declaration that bidder is not black listed by GST authorities.**

OR

The bidder should produce certificate that bidder is exempted to register under the Goods and Services Tax (GST).

- e) **Ministry of Urban Development notification or Government notification/ authorization/ mandate regarding carrying out Civil or Electrical works, without which EOI shall not be entertained.**

Submission of Eoi : The Eoi should be submitted as detailed below:-

Envelope-1: Comprising of Eoi document with all relevant papers duly signed. The envelope should be super scribed as Technical Bid (Eoi) for empanelment as PMC (Project Management Consultant) for execution of Renovation / repair work in Existing Campus.

Envelope-2: Comprising of Price Bid (Eoi). The envelope should be super scribed as empanelment as PMC (Project Management Consultant) for execution of Renovation / repair work in Existing Campus.

Envelope 1 & Envelope 2 shall be put together in a big envelope super scribed as “empanelment as PMC (Project Management Consultant) for execution of Renovation / repair work in Existing Campus” should be addressed to the Assistant Registrar (New Projects), Indian Institute of Foreign Trade (IIFT), B-21, Qutab Institutional Area, New Delhi - 110016. This big size envelope may be dropped in a box kept with the Security Guard at the main gate of the institute at the above mentioned address latest by **22/02/2021 (15:00 hrs.)**.

No tender documents will be accepted after the expiry of stipulated date and time under any circumstances what so ever.

5.0 Date & Time of Submission of EOI :-22/02/2021 at 15:00 hrs.

6.0 Date& Time of Opening of EOI:

The Eoi shall be opened in the presence of intending bidders or their authorized representatives, who choose to attend, at time & specified

6.1 Technical Bid (EOI): - 22.02.2021 (Monday) at 15:30 hrs.

6.2 Financial Bid (EOI): - The date will be intimated later on to the responsive bidders only.

7.0 Validity of Bids : 120 days

8.0 EOI received after due date & time will not be accepted.

9.0 Incomplete, ambiguous, conditional, EOI are liable to be rejected.

10.0 Clarification of Eoi: For any clarification, please contact Assistant Registrar (NP) at aradmission@iift.ac.in or call at **011-39147249**.

11.0 The IIFT reserves the right to accept or reject any or all EOI bids without assigning any reason. The IIFT is not bound to accept the lowest EOI bids.

12.0 The bidder shall furnish a declaration in his letter head that no addition / deletion / corrections have been made in the downloaded EOI document being submitted and it is identical to the EOI document appearing on the website.

12.1 In case of any correction / addition / alteration / omission in the EOI document, the EOI bid shall be treated as non-responsive and shall be rejected summarily.

13.0 The PMC has to indemnify IIFT against loss of input tax credit on account of Black-listing during tenure of contract.

14.0 IIFT has the right to recover input tax credit loss suffered by it due to any mis-declaration of invoice by supplier.

Note 1: If date fixed for opening of bids is subsequently declared as holiday by the IIFT, the revised date will be notified. In the absence of such notification, the date for opening shall be on next working day, time and venue remaining unaltered.

Note 2: All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translation to be true copy in addition to the relevant certificate.

Note 3: All computer generated documents should be duly signed / attested by the bidder / vendor organization.

Assistant Registrar (NP)
Phone No : 011-39147249
Email ID: aradmission@iift.ac.in
Indian Institute of Foreign Trade
New Delhi

SECTION – 2

SCOPE OF WORK

About the Institute

Indian Institute of Foreign Trade (IIFT) is a deemed to be University under administrative & financial control of the Department of Commerce, Government of India. It is a premier Research & Training Institute of the Country. It offers two-year full time residential MBA (International Business) Programme for the benefit of fresh graduates seeking career in the field of international business and a three year weekends MBA (IB) Programme for working executives for which classes are held on weekends (Saturdays and Sundays). It also offers two year full time course for MA (Economics) with Specialization in Trade & Finance.

SCOPE OF WORK

1. Repairs/Maintenance at Existing Campuses.

The Institute at present is having campus at New Delhi and Kolkata.

Delhi Campus: The campus comprises of Admin & Old Hostel Block, Academic & New Hostel Block & C-9 Hostels at Qutab Institutional Area New Delhi constructed in 1985, 2002 & 2010 respectively and is spread over an area of 4.58 acres plots. Over the period of time, it requires massive renovation and augmentations for safety Measures in conformity to statutory Regulations and facilities in conformity with modern requirement.

Kolkata Campus: The campus at 1583, Madurdaha ward 108, Borough XII, Chowbaga Road, Kolkata - 700107 was constructed in 2016 and is spread over an area of 7.0 acres plots, comprising one administrative block, one academic block, faculty block, hostels and guest house. With increase in intake of students, existing facilities in the Institute are to be augmented / up-graded. The Institute also requires augmentations for safety Measures in conformity to statutory Regulations and facilities in conformity with modern requirement.

Kakinada Campus: The Institute is constructing a campus at Kakinada spread over an area of 25 acres. The services of PMC may be required for setting up a temporary campus.

Shimla Campus : The Institute is allotted a land measuring 10 acres in Shimla. The services of PMC may be required for setting up a temporary campus.

SECTION – 3

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS

- i) **‘Employer’** means the **Indian Institute of Foreign Trade (IIFT)**.
 - ii) **‘Approval’** means approval in writing by the designated officer of the Employer.
 - iii) **‘PMC’** means the Project Management Consultant.
 - iv) **‘Contractor’** means the contractor or contractors or suppliers or agencies employed by the PMC for the work or any connected work, including the PMC itself in case any work is done directly by the PMC.
 - v) **‘Completion’** means obtaining Building Use Permission from local bodies and Statutory Authorities.
- 2.** Detailed Memorandum of understanding (MoU) on each work shall be signed by the PMC with Indian Institute of Foreign Trade, New Delhi. The PMC engaged for specific projects shall continue for the duration of the project.
- 3.** Final accounts/Financial closure report on standard formats shall be submitted by the agency to the Institute within a period of 2 months after completing the task, failing which necessary action as per MoU shall be initiated.
- (i) It is essential to enclose Government notification/ authorization/ mandate regarding carrying out Civil or Electrical works, without which EOI shall not be entertained.
 - (ii) For any other Central/ State Government Organizations/PSUs, it is essential to enclose Notification of Urban Development Ministry to the effect that the Organizations/PSUs is authorized for carrying out civil/electrical works. Without such notification by MoUD, the EOI will not be entertained.
 - (iii) Preference shall be given to the agencies having their registered office in Delhi.
 - (iv) The agencies who have worked earlier with the Institute shall also be evaluated on the basis of past performance including timely completion of projects, monitoring mechanism and settlement of final accounts.
 - (v) The services of PMC is required at places mentioned in Section-2 (Scope of Work) or any other place where BoM of the Institute may decide to set-up its Off Campuses.
 - (vi) The Institute reserves the right to reject any/or all the EOIs received in this regard without assigning any reason.

4. RESPONSIBILITIES OF THE PMC

- i) The PMC shall discuss / finalize the detailed requirement of the task i.e. repair / maintenance works in consultation with the Institute.
- ii) PMC need to visit the site and assess the entire conditions in proper manner, at their own cost, before submitting Proposal.
- iii) The PMC shall execute the work as deposit work on turnkey basis Subsequent to signing of the MoU. The PMC shall take possession of all encumbrances free site from the Employer and shall nominate a responsible Engineer for execution of the project under intimation to the Employer.
- iv) Provide requisite engineering/architectural expertise for Maintenance works, viz. evaluation of buildings and suggesting remedial measures, special repairs to distressed structure or visible

defects, detection and remedial measures for leakages / dampness, renovation of Toilets, Shafts, wet areas ,Replacement of Lifts, Firefighting/alarm system including obtaining NOC.

- v) PMC shall get prepared preliminary cost estimates of various work as required by Employer on the basis of CPWD PAR/ DSR (where ever applicable) enhanced by the applicable cost index of the area and market rate analysis for items which are not included in CPWD PAR/ DSR, to be worked out as per standard methods.
- vi) The PMC shall get prepared DPR (detailed architectural scheme, service drawings, and preliminary cost estimate) for the Project. While detailing the scheme, PMC shall provide requirements as per approved scope of work.
- vii) PMC shall get the works executed at sanctioned cost. In case cost increases, PMC shall submit justification/reasons for increase in cost with supporting document and justification to the employer.
- viii) All the necessary statutory clearances shall be obtained by the PMC on behalf of the Institute. For this purpose necessary authorization shall be issued by the Institute. The employer shall exercise its responsibility as the owner of the project by signing the drawings, documents and writing letters to local bodies and Statutory Authorities required for obtaining Building Plan Approval / Building Use Permission (BUP).
- ix) PMC shall prepare the tender documents comprising the technical specification, BOQ, General Terms and Conditions, Special Conditions etc. for inviting tenders.
- x) PMC shall invite open tenders or tenders from the short listed/empanelled pre-qualified contractors/agencies meeting prequalification criteria for complete package of the project. PMC shall award the work to the technically qualified lowest bidder Transparency in tendering system shall be ensured and Central Vigilance Commission (CVC) guidelines and the provisions of GFR shall be adhered to.
- xi) Rules of financial prudence and transparency prescribed for governmental works shall be complied with.
- xii) Once the site is handed over to the PMC, it will be the responsibility of the PMC to execute the task within time frame and sort out all kind of the hindrances at their own during the execution.
- xiii) PMC shall get the works executed in prescribed time. The liquidated damages for delay in execution of work shall be governed as per clause 5.
- xiv) The PMC and the agency engaged for carrying out the work shall comply with labour act/ Labour Laws.
- xv) PMC shall defend any suits or arbitration cases arising out of project in connection with the work between the PMC and its Contractor(s).
- xvi) Maintenance period / defect liability period, after completion of the projects shall have to be defined very clearly, by the PMC.

- xvii) Any defects discovered and brought to the notice of the PMC during defect liability period shall be rectified by the contractor appointed by the PMC. In the event of the failure on the part of the Contractor, PMC shall rectify the defects at the cost and expense of the Contractor without prejudice to any other rights available to it in law.
- xviii) Final accounts/Financial closure report on standard formats shall be submitted by the agency to the Institute within a period of 2 months after completing the task, failing which necessary action as per MoU shall be initiated.
- xix) Till the construction is virtually handed over to Institute, an Engineer not below the rank of Executive Engineer along with support staff shall be specifically designated to look after each project and provide requisite assistance to IIFT.
- xx) Any other task incidental to or related to the above responsibilities.
- xxi) PMC shall be held responsible to pay all the taxes applicable from time to time. The Institute will deduct Income Tax and Sales Tax amount at source as per the rules and prevalent rate in this regard effective from time to time. However, in case the PMC submits the orders from Sale Tax Department/IT Department of the effect that zero (0) percent tax is to be deducted by the Institute at source, no deduction shall be made by the Institute on account of VAT/Sale Tax/Income Tax.

5. RESPONSIBILITIES OF THE EMPLOYER

- a) The Employer shall demarcate and make available the site for individual project free of all encumbrances or charges.
- b) The Employer shall exercise its responsibility as the Owner of the Project by signing the drawings required for Statutory Authorities and also by giving necessary authorization to PMC to secure approvals from local bodies of statutory authorities for the planning, construction as contemplated. However, the Employer shall help the PMC to the extent of writing letters to local bodies regarding getting such approvals.
- c) Employer or any person authorized by them may inspect and check the **Repairs / Maintenance Work** from time to time to see that the work are being carried out as per drawings & specifications as provided in the approved Estimate. If during the inspection, any defects or variation without the written consent of the Employer are found shall be got rectified by the PMC without any extra cost to Employer.
- d) Employer shall release the funds/payments promptly to ensure smooth progress of work.
- e) Employer shall make all the statutory payments to the local Government or any other statutory body or bodies relating to the project.

6. LIQUIDATED DAMAGES

- a) The time allowed for execution of work shall be essence of this MOU.
- b) PMC shall be required to complete the project within the period stipulated in the MOU. In case of delay, PMC would approach the Employer with full details for extension in time limit for completion of the works.
- c) In case, completion of the project is delayed due to reasons solely attributable to the contractors / Agencies / Suppliers engaged for the project by the PMC, the PMC shall impose liquidated damages subject to a maximum of 10% (ten percent) of the awarded contract value and the benefit shall be

passed on to the Employer. For delay attributable to PMC, LD not exceeding 5% of PMC shall be imposed on PMC.

- d) PMC shall defend any suits or arbitration cases arising out of project in connection with the work between the PMC and its Contractor(s).
- e) Any compensation levied by the PMC for non-compliance of clauses of the contract by the contractor or any such recovery from the contractor for bad work or any other reasons whatsoever shall be passed on to the Employer.

7 PAYMENT TERMS

- a) PMC shall work on "Deposit work basis" for this project on behalf of Employer and shall be paid the actual cost of work plus the PMC charges and applicable GST on it.
- b) Any other tax levied by Govt. after signing this agreement is to be paid extra.
- c) The expression 'actual cost of works' shall include the following:
 - i) All the final payments made to the contractor(s), supplier(s), agency as agreed upon in the tender.
 - ii) All costs of materials acquired for the project and used in the work, including storage charges, carriage and any other incidental charges connected with such materials but excluding the material not incorporated or not handed over to the Employer.
 - iii) Actual cost of site survey, laboratory charges for testing of material, manufactured or built items including the cost of cartage of samples from site to the laboratory.
 - iv) The cost towards vetting of design/drawings from any reputed Institute /IIT and/or their services for consulting any matter concerning the project if required.
 - v) All liabilities of the PMC payable to the contractors/ Sub-Contractor, suppliers and other agencies to the extent these falls within the definition of actual cost as may be left outstanding at the time of payment of final bill provided they have been accepted by PMC as balance payment against final bill of these agencies.
 - vi) All liabilities arising out of any court decree or arbitration award and /or any additional costs transpiring due to the direction of any Court/tribunal /statutory body and/or any other legal costs including but not limited to the cost of hiring advocates, getting legal opinions, filing of pleadings etc. for the purpose of defending, itself or the Employer in any suit or arbitration, in respect of any dispute arising out of the Project/ works done or to be done and/or freeing the site of all encumbrances and/or charges.

This Sub-Clause only addresses disputes/arbitrations/suits with any or all of the Contractors or any other person(s) body/authority. Nothing in this Sub-Clause shall be construed to cover any disputes/arbitrations/suits between the Employer and the PMC, in which case, each party shall bear its own costs.

The parties hereto understand and agree that although these costs will come under actual costs and therefore be borne by the Employer, the same shall not be taken into account for the purpose of calculating the PMC charges.

- d) The actual cost of work shall not include:
 - i) Cost of land.

- ii) Cost paid by the Employer to local Government or any other statutory body or bodies for getting approvals for the project etc.
- e) The payments by the Employer shall be made by transfer of funds in a bank account of PMC or through Demand Draft/Cheque.
- f) The Employer shall give interest free advance equivalent to 10% of the estimated cost on signing of the MOU with PMC or approval of the project. This initial deposit would be retained for adjustment against the last portion of the estimated expenditure.
- g) Employer will further give 10% (Ten percent only) interest free advance of the awarded cost to PMC at the time of appointment of agency. The advance would be retained for adjustment of the last portion of the estimated expenditure.
- h) PMC shall periodically give their reimbursement bill along with their expenditure claim (including PMC charges) duly certified by a representative of PMC on the project, for reimbursement. The bills will be paid as early as possible as and not later than 30 working days for undisputed items.
- i) On completion of work, the accounts of the works shall be closed and a final statement shall be submitted for settlement along with refund of excess deposit received.

8. FORCE MAJEURE

PMC shall not be considered in default if delay in completion of the work occurs due to cause beyond its control such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riots and acts of unsurpassed power. The PMC shall notify 'Employer' in writing within ten days from the date of such occurrence. In the event of delay due to such causes, the completion schedule will be extended for a length of time equal to the period of force majeure.

9. ARBITRATION

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments); such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned DPE OM No. 4(1)2013-DPE(GM)/FTS-1835 dated 22.05.2018.

10. JURISDICTION

Any dispute arising out of the tender / bid document / evaluation of bids / issue of APO shall be subject to the jurisdiction of the competent court at Delhi only.

MEMORANDUM OF UNDERSTANDING (MOU)

THIS MOU made this.....day of, between **Indian Institute of Foreign Trade (IIFT)** (**hereinafter called the 'Employer'**) and the terms `Employer' shall mean and include its heirs, administrators, executors and assigns on **ONE PART**.

AND

----- having its registered office at ----- (**hereinafter called the 'PMC'**) and the term `PMC' shall mean and include its heirs, administrators, executors and assigns on the **OTHER PART**.

WHEREAS, the Employer has agreed to appoint ----- as their Project Management Consultant (**hereinafter referred to as 'PMC'**) for the works relating to "-----" (**hereinafter referred to as 'Project'**) as deposit work on turnkey basis at a cost of Rs. --- excluding amount of third party quality assurance on the terms and conditions set forth and whereas the ----- has agreed to undertake and complete the works accordingly.

NOW, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1.0 DEFINITIONS

In the MOU, the following expression shall, unless the context otherwise requires, have the meaning, hereby respectively assigned to him

- i) **'Employer'** means the **Indian Institute of Foreign Trade (IIFT)**.
- ii) **'Approval'** means approval in writing by the designated officer of the Employer.
- iii) **'-----'** means the-----.
- iv) **'Project Management Consultant'** means PMC .
- v) **'Contractor'** means the contractor or contractors or suppliers or agencies employed by the ----- (name of PMC) for the work or any connected work, including the -----(name of PMC) itself in case any work is done directly by the PMC.
- vi) **"Completion"** means obtaining Building Use Permission from local bodies and Statutory Authorities. The employer shall exercise its responsibility as the Owner of the Project by signing the drawings, documents and writing of letters to local bodies and Statutory Authorities required for obtaining Building Use Permission (BUP).

2.0 RESPONSIBILITIES OF THE PMC

- i) The PMC shall discuss/finalize the detailed requirement of the task i.e. Construction of buildings/campus and repair/maintenance in consultation with the Institute.
- ii) PMC need to visit the site and assess the entire conditions in proper manner, at their own cost, before submitting Proposal.
- iii) The PMC shall execute the work as deposit work on turnkey basis Subsequent to signing of the MoU. The PMC shall take possession of all encumbrances free site from the Employer and shall nominate a responsible Engineer for execution of the project under intimation to the Employer.
- iv) Provide requisite engineering/architectural expertise for Maintenance works, viz. evaluation of buildings and suggesting remedial measures, special repairs to distressed structure or visible defects, detection and remedial measures for leakages / dampness, renovation of Toilets, Shafts, wet areas ,Replacement of Lifts, Fire fighting/alarm system including obtaining NOC.
- v) PMC shall get prepared preliminary cost estimates of various work as required by Employer on the basis of CPWD PAR/ DSR (where ever applicable) enhanced by the applicable cost index of the area and market rate analysis for items which are not included in CPWD PAR/ DSR, to be worked out as per standard methods.
- vi) The PMC shall get prepared DPR (detailed architectural scheme, service drawings, and preliminary cost estimate) for the Project. While detailing the scheme, PMC shall provide requirements as per approved scope of work.
- vii) PMC shall get the works executed at sanctioned cost. In case cost increases, PMC shall submit justification/reasons for increase in cost with supporting document and justification to the employer.
- viii) All the necessary statutory clearances shall be obtained by the PMC on behalf of the Institute. For this purpose necessary authorization shall be issued by the Institute. The employer shall exercise its responsibility as the owner of the project by signing the drawings, documents and writing letters to local bodies and Statutory Authorities required for obtaining Building Plan Approval / Building Use Permission (BUP).
- ix) PMC shall prepare the tender documents comprising the technical specification, BOQ, General Terms and Conditions, Special Conditions etc. for inviting tenders.
- x) PMC shall invite open tenders or tenders from the short listed/empanelled pre-qualified contractors/agencies meeting prequalification criteria for complete package of the project. PMC shall award the work to the technically qualified lowest bidder Transparency in tendering system shall be ensured and Central Vigilance Commission (CVC) guidelines and the provisions of GFR shall be adhered to.
- xi) Rules of financial prudence and transparency prescribed for governmental works shall be complied with.
- xii) Once the site is handed over to the PMC, it will be the responsibility of the PMC to execute the task within time frame and sort out all kind of the hindrances at their own during the execution.

- xiii) PMC shall get the works executed in prescribed time. The liquidated damages for delay in execution of work shall be governed as per clause 5.
- xiv) The PMC and the agency engaged for carrying out the work shall comply with labour act/ Labour Laws.
- xv) PMC shall defend any suits or arbitration cases arising out of project in connection with the work between the PMC and its Contractor(s).
- xvi) Maintenance period / defect liability period, after completion of the projects shall have to be defined very clearly, by the PMC.
- xvii) Any defects discovered and brought to the notice of the PMC during defect liability period shall be rectified by the contractor appointed by the PMC. In the event of the failure on the part of the Contractor, PMC shall rectify the defects at the cost and expense of the Contractor without prejudice to any other rights available to it in law.
- xviii) Final accounts/Financial closure report on standard formats shall be submitted by the agency to the Institute within a period of 2 months after completing the task, failing which necessary action as per MoU shall be initiated.
- xix) Till the construction is virtually handed over to Institute, an Engineer not below the rank of Executive Engineer along with support staff shall be specifically designated to look after each project and provide requisite assistance to IIFT.
- xx) Any other task incidental to or related to the above responsibilities.
- xxi) PMC shall be held responsible to pay all the taxes applicable from time to time. The Institute will deduct Income Tax and Sales Tax amount at source as per the rules and prevalent rate in this regard effective from time to time. However, in case the PMC submits the orders from Sale Tax Department/IT Department of the effect that zero (0) percent tax is to be deducted by the Institute at source, no deduction shall be made by the Institute on account of VAT/Sale Tax/Income Tax.

3.0 RESPONSIBILITIES OF THE EMPLOYER

- i) The Employer shall demarcate and make available the site for individual project free of all encumbrances or charges.
- ii) The Employer shall exercise its responsibility as the Owner of the Project by signing the drawings required for Statutory Authorities and also by giving necessary authorization to PMC to secure approvals from local bodies of statutory authorities for the planning, construction as contemplated. However, the Employer shall help the PMC to the extent of writing letters to local bodies regarding getting such approvals.
- iii) Employer or any person authorized by them may inspect and check the **Repairs/Maintenance Work** from time to time to see that the work are being carried out as per drawings & specifications as provided in the approved Estimate. If during the inspection, any defects or variation without the

written consent of the Employer are found shall be got rectified by the PMC without any extra cost to Employer.

- iv) Employer shall release the funds/payments promptly to ensure smooth progress of work.
- v) Employer shall make all the statutory payments to the local Government or any other statutory body or bodies relating to the project.

4.0 PAYMENT TERMS

- A. PMC shall work on “Deposit work basis” for this project on behalf of Employer and shall be paid the actual cost of work plus the PMC charges and applicable GST on it.
- B. Any other tax levied by Govt. after signing this agreement is to be paid extra.
- C. The expression ‘actual cost of works’ shall include the following:
 - a) All the final payments made to the contractor(s), supplier(s), agency as agreed upon in the tender.
 - b) All costs of materials acquired for the project and used in the work, including storage charges, carriage and any other incidental charges connected with such materials but excluding the material not incorporated or not handed over to the Employer.
 - c) Actual cost of site survey, laboratory charges for testing of material, manufactured or built items including the cost of cartage of samples from site to the laboratory.
 - d) The cost towards vetting of design/drawings from any reputed Institute /IIT and/or their services for consulting any matter concerning the project if required.
 - e) All liabilities of the PMC payable to the contractors/ Sub-Contractor, suppliers and other agencies to the extent these falls within the definition of actual cost as may be left outstanding at the time of payment of final bill provided they have been accepted by PMC as balance payment against final bill of these agencies.
 - f) All liabilities arising out of any court decree or arbitration award and /or any additional costs transpiring due to the direction of any Court/tribunal /statutory body and/or any other legal costs including but not limited to the cost of hiring advocates, getting legal opinions, filing of pleadings etc. for the purpose of defending, itself or the Employer in any suit or arbitration, in respect of any dispute arising out of the Project/ works done or to be done and/or freeing the site of all encumbrances and/or charges.

This Sub-Clause only addresses disputes/arbitrations/suits with any or all of the Contractors or any other person(s) body/authority. Nothing in this Sub-Clause shall be construed to cover any disputes/arbitrations/suits between the Employer and the PMC, in which case, each party shall bear its own costs.

The parties hereto understand and agree that although these costs will come under actual costs and therefore be borne by the Employer, the same shall not be taken into account for the purpose of calculating the PMC charges.

- D. The actual cost of work shall not include:
 - i) Cost of land.
 - ii) Cost paid by the Employer to local Government or any other statutory body or bodies for getting approvals for the project etc.
- E. The payments by the Employer shall be made by transfer of funds in a bank account of PMC or through Demand Draft/Cheque.
- F. The Employer shall give interest free advance equivalent to 10% of the estimated cost on signing of the MOU with PMC or approval of the project. This initial deposit would be retained for adjustment against the last portion of the estimated expenditure.
- G. Employer will further give 10% (Ten percent only) interest free advance of the awarded cost to PMC at the time of appointment of agency. The advance would be retained for adjustment of the last portion of the estimated expenditure.
- H. PMC shall periodically give their reimbursement bill along with their expenditure claim (including agency charges) duly certified by a representative of PMC on the project, for reimbursement. The bills will be paid as early as possible as and not later than 30 working days for undisputed items.
- I. On completion of work, the accounts of the works shall be closed and a final statement shall be submitted for settlement along with refund of excess deposit received.

5.0 COMPLETION OF THE PROJECT

- 5.1 The PMC shall appoint the contractor for execution of work by
- 5.2 The work shall be completed in all respect within a period of months decided upon from the date specified in Clause 5.3 below.
- 5.3 The date of start of the work shall be reckoned from the 10th day after the payment of advance or the date of handing over the site or sanction of estimate or approval of Drawings by the statutory authorities or appointment of contractor whichever is later.
- 5.4 PMC shall submit completion report with drawings.

- 5.5 The defect liability period of this project shall be 12 months after completion of work or taking over of works, whichever is later.

6.0 LIQUIDATED DAMAGES

- a. PMC shall be required to complete the project within the period stipulated in this MOU. In case of delay, which may occur due to the reasons beyond the control of PMC, PMC would approach the Employer with full details for extension in time limit for completion of the works.
- b. In case, completion of the project is delayed due to reasons solely attributable to the contractors/Agencies/Suppliers engaged for the project by the PMC, the PMC shall impose liquidated damages subject to a maximum of 10% (ten percent) of the awarded contract value and the benefit shall be passed on to the Employer.
- c. PMC shall defend any suits or arbitration cases arising out of project in connection with the work between the PMC and its Contractor(s).
- d. Any compensation levied by the PMC for non-compliance of clauses of the contract by the contractor or any such recovery from the contractor for bad work or any other reasons whatsoever shall be passed on to the Employer.

7.0 PROJECT MONITORING COMMITTEE

A committee shall review regular progress of work and shall comprises of following officer:-

- (i) Deputy Registrar (General Admin), IIFT
- (ii) Deputy Finance Officer, IIFT
- (iii) Institute's Engineer, IIFT

8.0 FORCE MAJEURE

PMC shall not be considered in default if delay in completion of the work occurs due to cause beyond its control such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riots and acts of unsurpassed power. The PMC shall notify 'Employer' in writing within ten days from the date of such occurrence. In the event of delay due to such causes, the completion schedule will be extended for a length of time equal to the period of force majeure.

9.0 ARBITRATION

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments); such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned DPE OM No. 4(1)2013-DPE(GM)/FTS-1835 dated 22.05.2018.

10.0 JURISDICTION

This MOU is subject to the jurisdiction of New Delhi/Delhi, only.

Signed at New Delhi on this day as mentioned above.

FOR and on behalf of

FOR and on behalf of

“THE EMPLOYER”

PMC

Witness:

1.....
.....
.....
.....

Witness:

2.
.....
.....
.....

SECTION – 4 (PART – A)

TECHNICAL BID LETTER

To,

**Assistant Registrar (NP)
Indian Institute of Foreign Trade (IIFT)
IIFT Bhawan, B-21, Qutab Institutional Area
New Delhi - 110016**

**Sub.: EOI for Empanelment as PMC (Project Management Consultant) for execution of
Renovation / Repair work in Existing Campus.**

Ref.: Tender No. : IIFT (NP)/PMC/(1)/2021 Dated: 29.01.2021

With reference to the above mentioned EOI, we have read the terms and conditions in the Bid Document and accept the same and furnish the following documents.

Certificate(s) showing fulfilment of the eligibility criteria(s) stated in Clause-4 of the NIT viz.;

- (a) Certificate Of incorporation.
- (b) Experience certificate
- (c) Copy of PAN.
- (d) Copy of Goods and Service Tax Registration Certificate or the bidder should produce certificate that bidder is exempted to register under Goods and Service Tax.
- (e) **Ministry of Urban Development notification or** Government notification/ authorization/ mandate regarding carrying out Civil or Electrical works, without which EOI shall not be entertained.

Yours truthfully,

Signature_____

Date:

Name_____

Address_____

Telephone_____

Seal of the firm_____

SECTION – 5 (PART – B)

FINANCIAL BID LETTER

To,

**Assistant Registrar (NP)
Indian Institute of Foreign Trade (IIFT)
IIFT Bhawan, B-21, Qutab Institutional Area
New Delhi - 110016.**

Ref.: Your Tender Enquiry No. : IIFT (NP)/PMC/(1)/2021 Dated : 29.01.2021

1. Having examined the above mentioned EOI enquiry document including amendment / clarification / addenda Nos. Dated the receipt of which is hereby duly acknowledged, I/we, the undersigned have submitted Bids and offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. I/We agree to abide by this Bid for a period of 120 days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by me/us. This bid shall remain binding upon me/us up to the aforesaid period.
3. I/We understand that IIFT is not bound to accept the lowest or any bid that IIFT may receive.
4. If my/our Bid is accepted, I/we undertake to complete delivery of all the items and perform all the services specified in the contract.
5. If my/our bid is accepted, I/We indemnify against loss of input tax credit to IIFT on account of Blacklisting during tenure of contract.
6. If my/our bid is accepted, IIFT has the right to recover input tax credit loss suffered by it due to any mis-declaration on invoice by me/us.
7. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: day of 2021.

Signature

Name

In the capacity of

Duly authorized to sign the bid for and on behalf of

SECTION – 5 (PART – B)

PRICE SCHEDULE

Name of Work : Empanelment as PMC (Project Management Consultant) for execution of Renovation / Repair work in Existing Campus.

Table – A:

Sl. No.	Description	Quantity	Unit	Rate (excluding GST) in Rs.
1	Providing PMC Services as defined in GCC for Renovation / Repairs work in Existing Campus.	Cost of project as defined in GCC	% of cost of project	

Assistant Registrar (NP)
Phone No. : 011-39147249
Email ID : aradmission@iift.ac.in
Indian Institute of Foreign Trade
New Delhi