

SIKKIM UNIVERSITY

(A Central University Established by an Act of Parliament of India in 2007)

Ref. No.: SU/ET/2024-25/09

Date: 04.12.2024

INVITATION OF EXPRESSION OF INTEREST (EOI) CUM REQUEST FOR PROPOSAL (RFP)

Sikkim University invites EOI cum RFP in two bids system from Central Public Sector Undertakings (PSUs) eligible as per GFR, 2017 u/s 133(3) for **PMC for all minor and major works of Sikkim University for three years from the date of issue of LOI to the PSU or signing of MoU with PSU, whichever is later**, to be undertaken under EPC mode.

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

IMPORTANT INSTRUCTIONS

- 1) **'Owner'/Institute** : Registrar, Sikkim University, Gangtok,
Dist.- Gangtok, Sikkim
- 2) **Estimated Cost (Indicative of the complete Project)** : **Zero (Approx)**
- 3) **Completion Time** : 36 months plus the duration of the work awarded in the stated duration of 36 months till the completion of the work whichever is later.
- 4) **Cost of Tender Documents. (In Form of DD/NEFT/RTGS Payable to Registrar, Sikkim University)** : Rs.10,000/-(Non-Refundable)
- 5) **Earnest Money Deposit (in the form of DD/NEFT/RTGS/Bank Guarantee in favor of Registrar, Sikkim University, Sikkim)** : Rs 1 Lakhs (One Lakh only)

TIME SCHEDULE FOR VARIOUS TENDER RELATED EVENTS

Date of Publishing	04 th December 2024, 5:00 PM
Bid Document Download Start Date	04 th December 2024, 5:30 PM
Clarification Start Date/End date	11 th December 2024, 11:00 AM/1 st Jan,2025
Bid Submission Start Date	18 th December 2024, 09:30 AM
Date of Pre-Bid Meeting (if required)	1 st January 2025, 11:00 AM
Bid Submission End Date	04 th January 2025, 05:00 PM
Technical Bid Opening Date	06 th January 2025 onwards
Presentation of Concept Note	To be intimated later
Date of Opening of Financial Bid	To be intimated later
Address for Communication	E-mail: sucampus@cus.ac.in

PROPOSAL SUBMISSION INFORMATION

- 1) **'Owner'**/Institute reserves the right to accept or reject any or all proposals and cancel the tender without assigning any reason thereof.
- 2) Bid for PMC, the RFP supported by prescribed annexure shall be submitted online only. No hard copy of the documents shall be forwarded to the University.
- 3) Bidders are advised to keep visiting the SIKKIM University web site from time to time (till the deadline for bid submission) for any updates in respect of the RFP document notice, if any. Failure to do so shall not absolve the bidder of his liabilities to submit the RFP document complete in all respect including updates thereof, if any. An incomplete id may be liable for rejection.
- 4) All events will be as per the timeline given in the schedule. All queries by the bidders shall be submitted to the Registrar SIKKIM University in the given due date or by email at sucampus@cus.ac.in.
- 5) **Authorized Signatory:** Any Regular Officer of the bidding organization who is authorized by the competent authority Viz C.M.D/ head of organization. The original signed copy of authorization letter must be attached with the bid.
- 6) The bidding process shall consist of Two Bid System. The bid must be submitted in two parts comprising:
 - Part-I: Technical Bid & Part-II: Financial/Commercial/Price Bid (all have same meaning).
 - The Part-I (Technical bid) should contain the EMD, Technical details of the organization required as per the RFP document, financial information along with other desired information/certificate as per the Annexures of this proposal document.
 - The Part-II (Financial Bid) shall only contain the price offered in the Bid format provided in the document.
 - Both the Bids should be submitted through online on eProcurement portal at "Technical Bid" or "Financial Bid" for their proper identification, "**RFP for Providing Comprehensive Project Management Consultancy (PMC) Services For All Minor And Major Construction And Repair Work At Sikkim University Campus**".
 - The Part-I (Technical Bid) will be opened on the date of the tender opening and the Part – II (Financial Bid) after evaluation of Part-I and completion of the presentation. The Part-II (Financial Bid) of only technically qualified bidders shall be opened, as decided by the Technical Evaluation Committee. The decision of the Technical Evaluation Committee (TEC) shall be final and binding on all the bidders.

EXPRESSION OF INTEREST (EOI) cum REQUEST FOR PROPOSAL (RFP)

FOR

PROVIDING COMPREHENSIVE PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR ALL MINOR AND MAJOR CONSTRUCTION AND REPAIR WORK AT SIKKIM UNIVERSITY CAMPUS IN SIKKIM

INFORMATION TO BIDDERS (ITB)

- 1) **Sikkim University, Sikkim** is willing to engage the Project Management Consultant (PMC) from amongst Central Public Sector Undertakings (CPSUs) eligible as per GFR, 2017 u/s 133 (3) for **Providing Comprehensive Project Management Consultancy (PMC) Services For All Minor And Major Construction And Repair Work At Sikkim University Campus In Sikkim** under EPC Mode. The Institute will select the PMC agency on the basis of Quality-cum-cost based selection system (QCBS) as per GFR 2017. The estimated cost of the proposed work **if any** will be communicated as and when the same is sanctioned from the Ministry/Sanctioning Authority.

2) **DEFINITIONS:**

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

“Owner’/ Institute’ shall mean **Sikkim University, Sikkim** and shall include their legal representative, successor and permitted assigns.

‘PMC’ shall mean the agency (PSU/Central Govt. Organization) engaged by the Institute as the Project Management Consultant and shall be fully responsible for the Construction, development and all other works assigned by the Institute.

“Authorized Representative” shall mean the representative of Project Management Consultant (PMC).

“Projects” shall mean all **Minor and Major Construction and Repair work at Sikkim University campus in Sikkim**.

“Services” shall mean the Comprehensive Design & Engineering, Project Management Consultancy services to be rendered by the PMC as mentioned in this document and assigned by the Institute from time to time to make the campus fully functional.

“Contractor” means the contractor or contractors or suppliers or agencies employed by the Executing Agency (PMC) for the works or any connected works/Services, including the Executing Agency itself in case any work is done directly by the Executing Agency.

“Completion” means when the Building(s), amenities, utilities, repair, etc. communicated from time to time are complete in all respects as communicated and desired by Sikkim University i.e. ready to occupy and are actually handed over to the **‘Owner’**.

“CTE” means Chief Technical Examiner.

“CVC” means Central Vigilance Commission, Government of India.

“CAG” means Comptroller and Auditor General, Government of India.

“EPC” means Engineering, procurement and Construction mode.

“SU” means Sikkim University.

“HEFA” means Higher Education Financing Agency.

“MoE” means Ministry of Education.

“Applicant/Bidder/Tenderer” can be used interchangeably and shall have the same meaning. Similarly, Tender/Bid also shall have the same meaning.

3) ELIGIBILITY CRITERIA:

As per clause 7.1 of this document.

4) THE BROAD SCOPE OF THE WORKS/PROJECT DESCRIPTION SHALL BE:

1. Preparation of estimates, drawings, technical specifications and tender documents for execution of various major and minor works of the University based on EPC mode for value above within the budgetary provisions of the University.
2. Tendering of various major and minor works on behalf of the University and appointment of suitable executing agencies through relevant procurement processes.
3. Execution of works related to repair and maintenance of various buildings of the University including operation of Annual Maintenance Contracts for the same. All procurement related activities related to the same needs to be executed by the PSU appointed.
4. Interior design of completed buildings and execution of work through agencies appointed by suitable procurement process.
5. Preparation of DPR for future works of the University campus project complete in all respects based on requirements of the University and/or in accordance with the existing masterplan or as per the requirement of the Ministry.
6. Correspondence with the Ministry and other concerned authorities for details relating to the works which are being executed or can be executed through the PSU.
7. Preparation of other correspondences including audit replies, RTIs etc. relating to the works which are being executed or can be executed through the PSU.

8. Preparation of necessary reports and proposals to be submitted to other agencies relating to the works which are being executed or can be executed through the PSU and updating of the progress in Government portals etc. as required.
9. Execution and Supervision of all the work as per scope mentioned above and related activities communicated from time to time during the period of 36 months, which includes civil, architectural, Structural, Plumbing, Electrical etc. (for Major and minor works under EPC mode) where Engineering, Procurement, and Construction would be fully contracted.
10. Preparation of utilization statements and other records and reports as demanded by the University relating to the scope of the PSU.
11. Obtaining statutory approvals, local body approvals etc. wherever applicable.
12. For major projects, the project shall comply with GRIHA-III or above.
13. Design shall comply with local architecture, applicable bye laws and NBC (latest edition).
14. Obtaining completion/occupancy certificate including fire, safety etc., if applicable.
15. Handing over the completed works/project with quality and compliance of all rules and regulations to the satisfaction of Sikkim University.
16. Maintenance of constructed infrastructure during the **defect liability period of 12 months or as mentioned in the tender document is to be done by the contractor who has executed the work the same is to be ensured by the PMC agency**, from the date of handover of fully functional structure as per scope of the work. The DLP Period is taken phase wise subject to fully functional structure with all the components after the work has been successfully handed and taken over to Sikkim University and as per the Milestone prepared and agreed mutually by PMC and the Owner.
17. Appointment of EPC/Item Rate contractor: PMC shall appoint EPC/item rate contractor based on design proposal finalized by Design Consultant through design finalization stage as per GOI norms/GFR norms.
18. The PMC shall appoint all other agencies for successful completion of the work including design consultants etc. Appointment of any agency for work not in scope of the PMC would be compensated by the University at a suitable mutually agreed rate or as quoted by the agency appointed by means of a fair tender process and provisions of the GFR.
19. PMC shall involve One/Two representatives of Sikkim University in the committee for selection of Design and other Consultant along with other experts.
20. Wherever required, PMC shall ensure that Design consultant completes the design and drawing proposal in approved timeframe through following design finalization stages:
 - i) Concept design alternatives
 - ii) Final concept
 - iii) Detailed design with model/3 D walk through
 - iv) Design shall be cost effective and efficient in fund utilization/following the UGC norms for areas prescribed for users.

- v) Design consultant shall interact with Sikkim University team to get detailed/inputs in understanding of the requirements and has to follow the directions issues.
- vi) The responsibilities of a Design Consultant shall be consistent with the responsibility of an architect as given in Council of Architecture (COA) handbook of professional practices.
- Vii) Design consultant shall be responsible for design, coordination and technical support during EPC/Item rate contract stage within the finalized design.

The EPC/Item rate contract shall be concluded by the PMC. However, the required financial/rate analysis documents and credentials of the contractor(s) shall be shared by PMC to Sikkim University before commencement of the work.

21. Execution of work may be in Gangtok campus or Yangang Campus based on requirement of the University.

5. BID CONDITIONS:

The estimated cost of the project is NOT DEFINED AS YET, HOWEVER THE WORK WILL BE ASSIGNED TO PMC BASED ON THE REQUIREMENT/DIRECTION OF MINISTRY/University and duration for which the bid for PMC service is invited is for 36 months plus the duration of the work awarded in the stated duration of 36 months till the completion of the work whichever is later. The Bidders shall provide their services as PMC for a period of 36 Months or till the completion of the minor or major works communicated within 36 months from date of start, whichever is later.

Owner reserves to itself the authority to reject any or all of the bids received and change the scope of the work without assigning any reason. The Owner also reserves the right to itself to terminate the bidding process at any stage without assigning any reason.

The offer, in which any of the prescribed conditions is not fulfilled or where the bidder puts any condition including that of conditional rebate, shall be liable to be summarily rejected.

Canvassing whether directly or indirectly, in connection with the bid is strictly prohibited and the bid submitted by the bidder who resorts to canvassing in any form would be liable to rejection.

The offer shall remain open for acceptance for a period of **180 days** from the date of opening of 'Bids'.

Bidder must ensure before submitting the bid that each and every page of the bid documents is signed by the authorized officer of the organization. The bid document shall form a part of the contract agreement. The successful bidder on acceptance of his bid by the Accepting Authority, and issue of letter of intent/award shall sign the contract agreement / MOU as

required by the Owner.

To obtain first-hand information on the assignment and on the local conditions, bidders have to visit the actual site of the project. Bidders must be informed themselves of local conditions and hilly terrain and take these into account while preparing their bids.

The services for PMC are for all minor and major works of the University and the PMC bidding for the work will not be allowed to choose to execute the type of project based on monetary value of the project. Such action may lead to termination of the contract.

6. SUBMISSION OF BID:

Bids to be submitted on the date mentioned in this document.

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

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

Bids without EMD and Tender Fee shall be rejected summarily.

The bank details for RTGS/NEFT are as under:

I Account Holder's Name: Sikkim University

II. Account No: 112010100231541

III. Account Type: Savings Account

IV. IFS CODE: UTIB0000112

V. Branch: Gangtok [SK]

VI. Bank Name: AXIS Bank

The EMD shall be refunded to the unsuccessful bidders after the finalization of the bid and the EMD of the successful bidder shall be refunded after the signing of the MoU.

7. EVALUATION CRITERIA:

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

Minimum Eligibility Criteria:

The Agencies who fulfill the following minimum eligibility requirements shall be eligible to bid. Ineligible bids shall be rejected out rightly and no further

action/technical consideration shall be given to such bids:

- i) Any Public Sector undertaking setup by the Central Govt. to carry out Civil and Electrical works as per GFR clause 133(3) can participate in the bid. Other Central PSUs notified by the Ministry of Urban Development for such purpose can participate in the bid. Memorandum of Understanding (MOU) to be submitted along with the tender as documentary evidence for this purpose.
- ii) The bids received as a joint venture or consortium are not eligible for participation. Only sole bidders are allowed to participate in the bid.
- iii) The bidder must be a Government company registered under the companies act 2013/1956 or a corporation setup by an act of parliament or a department of the central Government. The certificate of incorporation or the gazette notification of the incorporation of the body must be enclosed with the bid.
- iv) Should have satisfactorily completed as PMC/Design, Development and Construction agency for works as mentioned below completed within (07) Seven years ending previous day of last date of submission of tenders. (copies of work order and completion certificates shall be attached). **For the computational purpose only as an eligibility criteria, the cost of Project for bid evaluation purpose may be considered as Rs 300.00Cr.** It may be again noted that this amount is just to decide the eligibility criteria of the bidder and to access their credential. The bidder will have no claim on the work actually awarded to PMC by the University, nor the bidder will have any claim (whatsoever on this account) on the actual amount of work awarded to them during the duration of contract.
 - a. Three similar works each costing not less than 40% of the estimated cost of the project

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

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

Similar work means experience in **“Providing Comprehensive Project Management Consultancy (PMC) Services for Educational, medical or research Institutes comprising of Administrative, Academic, hostels and residential buildings, etc.” under EPC Mode. Having experience in hilly terrain may be given preference.**
 - d. Cumulative average annual financial turn over during the immediate last 3 consecutive financial years should be at least 100 percent of the estimated

cost of the proposed project.

- e. The agency should not have suffered any financial losses during the last 3 Financial Years.
 - f. Agencies that are debarred or blacklisted by any Govt. Departments are not eligible to participate in the tender. A notarized Certificate is to be submitted along with the bid by the bidders to the effect that they are not debarred or blacklisted by any Govt. Department. In case. If it is found at a later stage that the bidder is a blacklisted company declared by any Govt. Department then the works shall be withdrawn, and EMD/bid security will be forfeited.
- vii) The bidders fulfilling the minimum eligibility criteria will be notified of the date and venue for the presentation to be presented before the Technical Evaluation Committee (TEC) constituted by the Institute. The qualified firms will cover the following aspects in their presentations. The presentation by each firm should be of 30-45 minutes duration.

The Presentation must include following points:

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

Evaluation of Technical Bid

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

S. No.	Criterion	EvaluationCriteria
A.	Technical Manpower (Presence of in-house professionally qualified staff on the payroll of the PSUs in indicated categories)	Max.17 Marks
(a)	Civil Engineers (Minimum 5 years of experience)	Max.10 Marks Civil Engineers (Min. Qualification-B.Tech from CFTIs/ AICTE approved Institutions) i) 201andAbove:10 marks ii) Between101to200Engineers:07 marks iii) Between50to100Engineers:5 marks
(iii)	Electrical Engineers/IT Engineers (Minimum 5 years of experience)	Max.(2.5+2.5)=5marks Electrical Engineer/(Computer Engineer/Electronics/Networking) (Min.Qualification-B. Tech from CFTIs/ AICTE approved Institutions)
		i) 25 and Above each(Electrical/Computer etc):5marks ii) Between 5 to 24 Engineers:3marks
(iv)	Architect	Max.2 marks Architect (Minimum Qualification – B.Arch from CFTIs/AICTE approved Institutions) i) 05 and above with minimum 05 years of experience: 5 marks ii) 05 and above with minimum 03 years of experience: 3 marks iii) Between 01 to 04 Architects with minimum05yearsofexperience:2 marks iv) Between 01 to 04 Architects with minimum03yearsofexperience:1 mark.
B.	Methodology, Understanding of Project and presentation on Concept Design and execution plan (based on the presentation made before TEC)	Max.25Marks

C	Experience in hilly terrain in last seven (07) years: Experience of successfully completed project in hilly terrain of value more than Rs. 50 crores Experience of ongoing project in hilly terrain of value more than Rs.50 crores	Max.3Marks 05marks 03 Marks
D	Past Experience of the PSU	Max.30marks
i	Experience of similar nature of works during last Seven years: Projects successfully completed	Max.10marks i) 05 Marks (50% marks) for minimum eligibility criteria (as per clause 7.1) ii) 10 Marks (100% marks) for twice or more than the minimum eligibility criteria or more.
ii	Navratna and above/ Schedule A-Mini Ratna/Schedule B-Mini Ratna	Max.05 Marks i) 05Marks for (Navratna & above) ii) 03Marks for (Schedule A Mini Ratna, iii) 02 Marks for (Schedule B Mini Ratna)
iii	No. of years in the relevant operational area (Construction and other allied works)	Max.05 Marks. i) 05Marks for more than 40 years ii) 03Marks for experience between 30 to 40 years iii) 02 Marks for experience between 10 up to 30 years
iv	MOU Rating of the PSUs	Max. 05 marks i) Excellent:05Marks ii) Very Good:04Marks

MOU Rating for the Seven Consecutive years issued by DPE, GoI as per the formula Given below: "MoU Rating marking to be considered for the last 7 consecutive years as follows: (a) Excellent-1points (b) Very Good -0.8 points (c) Good- 0.6 points The marks shall be awarded based on the following formula: Obtained marks=(Total points for 07 years) x (5/7)	iii) Good:03Marks
--	-------------------

	Experience in Green Building	<p>Max.05 marks</p> <p>i) 05 Marks for at least two projects successfully completed with 05- star GRIHA Rating/Platinum LEED rating</p> <p>ii) 04 Marks for single project with 5 Star GRIHA rating/platinum LEED Rating or 2 projects successfully completed with 04- star GRIHA rating/Gold LEED Rating</p> <p>iii) 03 Marks for at least one projects successfully completed with 04- star GRIHA rating/Gold LEED Rating or two projects successfully completed with 03- star GRIHA Rating/ Silver LEED Rating</p> <p>iv) 02 Marks for one project successfully completed with 3- star GRIHA rating/Silver LEED Rating</p>
v	Financial Capability	Max.25 marks
i)	Average Annual Financial turnover in last three financial Years.	<p>Max. 15marks</p> <p>i) 09 Marks (60%marks)for minimum eligibility criteria.</p> <p>ii) 15 Marks (100%marks)for twice the minimum eligibility criteria or more.</p>
ii)	Average Annual Profit before tax(PBT) in last three financial years	<p>Max.5marks</p> <p>i) BetweenRs.20–Rs.50Cr:2 Marks</p> <p>ii) BetweenRs.50–Rs.100Cr:3marks</p> <p>iii)Above Rs. 100Cr:5 marks</p>
iii)	Networthason31Marchof previous Financial Year	<p>Max.5marks</p> <p>i) Above Rs. 500Cr:5 marks</p> <p>ii) BetweenRs.200–Rs.500Cr:3marks</p>
		iii)BetweenRs.100–Rs.200Cr:2mark
	Total	100marks

- a. The Technical Evaluation shall be carried out based on the signed documents submitted by the bidder for technical bid.
- b. The evaluated Bid will be given a **Technical Score (TS)**. The minimum technical score required to qualify technical evaluation (Stage – I) is 80%. A bid will be considered unsuitable and will be rejected at this stage if it fails to achieve the minimum technical score. OWNER will notify bidders who fail to score the minimum technical score and the Financial Bids of such failed bidders will not be opened.
- c. Owner will notify the bidders who secure the minimum qualifying technical score, indicating the date and time set for opening of the Financial Bids. The notification will be displayed on the Institute website and will be sent by the electronic mail on the email-id provided by the bidder.

Opening and Evaluation of Financial Bid

The Financial Bids will be opened only of those bidders who secure 80% marks and above in technical bid (Stage-I) and each is termed as Technically Qualified Bidder (TQB). The cost indicated in the Financial Bid shall be deemed as final and reflecting the total cost of services and should be stated in lumpsum only on the actual project cost or estimated preliminary project cost, whichever is lower. The financial bid is excluding GST as applicable.

Award of contract:

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

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

The Financial bid will have two components “**F1**” the agency fees quoted for any major works above (DPR preparation/tendering/execution of new work i.e Sl No 2,3 and 4 of quoting sheet) and the second “**F2**” the agency fees quoted for works related to repair maintenance/AMC costing (i.e. Sl No 1 and 5 of quoting sheet) from Rs 10 lakhs to 60 Lacs.

$$F = F1 \times 95\% + F2 \times 5\%$$

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

Where,

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

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

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

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

$$\mathbf{CS=0.80x\ TS+0.20x\ FS.}$$

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

- iv)** Even though a bidder may satisfy the above requirements, the bidder would be liable to disqualification if it has:
- a) Made misleading or false representation or deliberately suppressing the information in the forms, statements and enclosures required in the pre-qualification document.
 - b) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.
- v)** Empanelment of the PSUs shall be subject to thorough verification of their credential and inspection of similar works carried out / in progress by them, through a Technical Committee constituted by University.
- vi)** The decision of the TEC shall be final and binding on all the bidders in all respect.
- vii)** The decision of the Institute authorities shall be final and binding on all in all respect.

Memorandum of Understanding (MOU)

The MOU between PMC and Owner will be executed with mutually agreed terms and conditions. This document/relevant terms and condition will be part of MoU as decided by the Institute/Owner. However, the minimum requirements of GFR 2017 and other related GOI directions for such project shall be complied with. The person who has been barred by the University due to his poor performance in past, such person shall not be deployed directly or indirectly by the selected PSU in any case. Even after the appointment of selected PMC, if the person representing the PMC is not performing the duty diligently shall be removed by the PMC after written instruction from employer.

PERFORMANCE SECURITY:

The selected PMC shall furnish within 10 days of the date of issue of Letter of Intent (LOI), an unconditional Bank Guarantee. The Bank Guarantee shall be issued by any nationalized bank for an amount equivalent to 3% of the PMC Fee/work assigned.

The Performance guarantee shall remain valid for a period till the completion of Project including extended period (if any). The format of the Bank guarantee is at **Annexure (X)**

8. TERMS & CONDITIONS OF ENGAGEMENT:

Responsibilities of PMC

- A)** Subsequent to signing of the MoU, PMC shall take possession of encumbrances free site from the 'Owner' and shall appoint a competent Architectural and Engineering (A&E) Consultant commensurate with the size and nature of work after following due process based on requirement of the work.
- B) Approval of Final design through design finalization stage in consultation with Design Consultant and Detailed Project Report (DPR)/ Preliminary Estimate (PE)**
- i)** Preliminary Project Report (PPR) shall be prepared by (PMC) based on the functional and space requirement as intimated by the "OWNER" and shall be submitted to "OWNER" for its approval
 - ii)** Based on the approved PPR, "PMC" shall prepare a Detailed Project Report (DPR/ Preliminary Estimates (PE) consistent with their norms and standards, containing milestones and commensurate activities to be accomplished against each Milestones and Baseline Program in the form of CPM network depicting clearly Dated of start and completion of the work. And submit it to the OWNER along with all the relevant input information, documents and Drawings etc. for approval of the OWNER. PMC shall use C.P.W.D analysis of rates (DSR) for framing the DPR/PE. NON DSR items shall be incorporated in the detailed estimates only when these are not either readily available in the DSR. Detailed reasons and justifications for including Non-DSR items shall accord approval by the OWNER. OWNER shall accord approval to the DPR/PE containing milestone and baseline program in the form of CPM network and issue administrative approval (A/A) and Expenditure Sanction (E/S) after the submission of the same by PMC. The preliminary Estimate as well as actual expenditure/cost shall not exceed the approved project cost.
 - iii)** The PMC shall reply to the queries raised by DPR approving authority/Ministry, PMC may have do Corrections/revision in the DPR or to remove the deficiencies as desired by the approving authority. The PMC may require to do necessary follow-up.
- C) Release of Funds, Payment of Bills.**
- a)** After the agreement of the charge by PMC for carrying out the work,

OWNER shall release initial Deposit of 10 % of the approved preliminary estimate amount to PMC after issuance of Administrative Approval and financial sanction and signing of the MOU along with the milestone and baseline programme between PMC and the OWNER.

- b) OWNER shall release additional 10% of approved estimate amount to PMC after the award of first major construction contract on the basis of special request made by PMC in this regard along with proper reasons and justifications acceptable to the OWNER for additional requirement of fund over and above already released initial deposit of 10 % of approved PE amount in terms of above clause.
- c) After the Initial and Additional Deposit as per clause “a” and “b” above and subsequent release of Fund shall be in the form of recoupment of the expenditure made by ‘PMC’ on the work as per monthly expenditure statements which shall be submitted in Monthly Expenditure Statement (MES) in standard Format. While submitting MES, and placing demand for release of fund in the form of recoupment of the monthly expenditure already incurred on the work, ‘PMC’ will also submit a comprehensive report on the progress of physical completion of various activities and Milestones vis-a-vis earlier planned activities/ Milestones for the overall completion of the specific work mutually decided between ‘OWNER’ & ‘PMC’ for enabling “OWNER” to keep an effective check on utilization of fund as well as physical progress of the work.
- d) The fund subsequent to Initial Deposits shall be released by ‘OWNER’ to ‘PMC’ after submission of request by ‘PMC’ along with all documents as described in Clause – “C” above. As per the monitoring of physical and financial progress indicators, ‘OWNER’ will take necessary steps for recoupment of the monthly expenditure incurred on the basis of the Fund Utilization Certificate.
- e) ‘PMC’ shall intimate ‘OWNER’ about any excess expenditure likely to be incurred over and above the approved Projected Cost and also about possibility of time overruns, as soon as it comes to the knowledge along with reasons and justifications thereof for necessary approvals from ‘OWNER’ before continuing/ incurring the extra/ additional expenditure. However, have to comply with EPC norms.
- f) The ‘PMC’ shall be responsible for certifying and making payment of Bills of the Contractors/ Agencies engaged by them and make available Final Statement of Accounts in Standard Format to ‘OWNER’ & also provide copies of Final Bills for all Contract Packages and other expenditure incurred related to Project Construction after the Completion of the Work. In addition, should ‘OWNER’ ask for any other details from ‘PMC’ regarding Utilization of Fund at any stage, Detailed Estimates, Technical Sanctions, Award of Works, Running Bills etc., the same shall be provided by ‘PMC’ readily.

- g) The **'OWNER'** shall settle compensation/ levies, if so required to be paid based on recommendation by **'PMC'** related to the Project works, under Workmen's Compensation Act or any other Act or Law of the Central or the State Government.
- h) PMC Shall also indemnify Sikkim University on infringement of any patent/copyright/intellectual property/royalty issue and also for any disputes due to any violation of labor laws. The indemnity bond duly registered shall be submitted before commencement of work.

D) Execution of Work

- a) The **'PMC'** shall obtain necessary Statutory Approvals/ Permission/ Clearances/ Certificates from the concerned Local Bodies & Statutory Authorities like District Authorities, Municipal Corporation, Panchayati Raj Institutions, Town Planning Board, Electricity Board/ Fire Department, State/ Central Pollution Control Boards, State Environmental Authorities, Forest and Wild-life authorities etc. (for e.g. removal of trees, re-locating utilities; conversion of railway level crossings, laying of railway sidings needed by the work; rehabilitation and resettlement of persons affected by the work; traffic control; mining of earth and stone; interfering protected monuments; blasting permission, environmental/ forest/ wild-life clearances; and shifting of religious shrines etc.) to start the work have been obtained.
- b) Works shall not be awarded by **'PMC'** to contractors till all statutory approvals/certificates/permissions required for taking up the work, are in place.
- c) **"OWNER"** shall make the work site available free from encumbrances to **'PMC'**. The PMC shall be responsible for providing all auxiliary services. However, the Institute may help wherever necessary, if desired.
- d) **'PMC'** shall permit **"OWNER"** to inspect or monitor the works, either itself or through Third party as and when it desires for assessing actual progress and quality of construction and any other aspects.
- e) **"OWNER"** shall provide security clearance and ensure free access for **'PMC'** staff/ Employees and their workers working at Work site in case these are required. **'PMC'** shall provide necessary support in this process.
- f) **'PMC'** shall ensure adequate availability of men & material by their contractors.
- g) **'PMC'** shall ensure that the Contractor(s) implement required Health, Safety & Environmental (HSE) practices at the Construction Sites and they also comply with all statutory obligations related to workmen deployed at the Construction Site. **'PMC'** will act as Principal **'Owner'** in respect of all Statutory Obligations related to workmen deployed at the site in execution

of the work.

- h) The 'PMC' shall be responsible for arranging all utilities required for construction like Drawing of Water/, obtaining electricity connection, putting up Labour Camps/ Huts inside the available space for facilitating construction by contractors engaged by 'PMC'. The 'PMC' shall provide necessary support in obtaining permission, if any, of Local Bodies in this regard.
- i) As soon as the work is allocated, 'PMC' shall prepare and submit to "OWNER" an Integrated Programme Chart for the execution of work showing clearly all activities from the start of work to completion with details of man power and other input information required for the fulfillment of the time lines given therein. 'PMC' will intimate "OWNER", Project Team, both on - site and off-site, starting from Chief Engineer to Junior Engineer associated with execution of the work. The Programme Chart should inter- alia include descriptive note explaining sequence of the various activities, CPM Network Milestones etc. This will form Base Line Programme and the subsequent progress of the work shall be reviewed with reference to this during periodic Progress Review Meeting preferably monthly. Any increase in time period from the Base Line Value shall be construed as Time Overrun.
- j) 'PMC' shall be responsible for providing Physical Progress Reports to "OWNER" in the form of CPM (Critical Path Method) Network on monthly basis for reviewing of the progress of the work vis - a vis Base Line Programme and taking all necessary remedial actions, after considering "OWNER"'s observations made in respect of quality and progress of the work during the monthly/ periodic Project Review Meetings. To ensure timely completion of work as per the approved time-schedule/ milestones and within the approved Cost.
- k) 'PMC' shall also be responsible for providing to 'OWNER Financial Progress Reports of the project and up to date Expenditure incurred on the work on monthly basis along with Certificate of Utilization of Fund against Fund earlier released to 'PMC' by "OWNER".
- l) 'PMC' shall be responsible for total Project Management including day-to-day supervision of works, maintenance of all project records and executing the works as per prescribed guidelines, Works Manual, Codes, Books of Specifications etc. and also in accordance with relevant and extant provisions of General Financial Rules (GFR) 2017.
- m) PMC shall be sole responsible for the quality of work, compliance of directions issued by the Institute. Additional cost for reconstruction, modification of any work not adhering to the quality as necessary or as directed by the Institute/Third-Party Quality Inspection (TPQI) Committee shall be borne by the PMC.

- n) Token Rent of ₹101/-per Annum shall be charged from the PMC for use of the land for construction and auxiliary activities. Accordingly, a lease agreement shall be executed between the owner and the PMC for the said rent with other clauses which includes vacation and removal of all machineries and plants from the site on completion of the project, exclusive use of the land for the specific project & disallowance of any form of subletting the land to any external parties for whatsoever reasons.

E) Project Management, Cost and Time Control

- a) 'PMC' shall implement a system of 'Project Team Concept' with dedicated group of Engineers under single and unified command for implementation of projects from concept to completion and call composite tenders to reduce the number of packages for better management. 'PMC' shall be obliged to adopt all the above-mentioned measures to successful completion of the works within approved Cost and time period.
- b) 'PMC' shall be responsible for managing the Project from concept to commissioning effectively and efficiently to ensure desired/ proportionate pace of progress and completion of work is achieved progressively vis-à-vis approved Plans & Specifications and in Terms and Conditions of the MOUs and mutually agreed milestones and timelines and approved cost, taking with due diligence all required pro-active remedial measures including provision of stringent and elaborate enforceable Clauses to this effect and also making time as the essence of contract in the Bid and Contract Documents. 'PMC' shall provide for clauses in the contract and established procedure to recover liquidated damages from their contractors/ agencies. The liquidated damages recovered from the contractors for delay, if any, shall be credited to "OWNER" in the project accounts.
- c) The approved Initial Project Cost & Timeline should not exceed during execution of the Project except for reasons like increase in cost index during construction period, revised specifications or extra work over approved estimate carried out at the request of "OWNER" etc. In case of either increase in earlier approved cost or timeline, detailed reasons and justifications, based on verifiable facts and figures, shall have to be provided by 'PMC' along with comprehensive proposals for revision in earlier approved Project Cost & Timeline, which shall be intensively examined by "OWNER" in consultation with 'PMC' before approval is accorded to their proposals. No additional expenditure over and above the earlier approved Project Cost shall be incurred by 'PMC' without prior approval of "OWNER". Upward Revisions in either Cost or Timeline should be an exception rather than a rule and for achieving this objective, all required efforts shall be made by 'PMC'.
- d) At any time, it appears to "OWNER" that the actual progress of the work does not confirm to the approved programme referred above and intimated to 'PMC' by "OWNER", detailed reasons and justifications for such delays shall have to be provided by 'PMC', which shall be examined by "OWNER" to re-schedule the Programme, if any. Progress Review Meetings, preferably monthly, shall be held between 'PMC' and "OWNER" for reviewing the progress of works based on Baseline Programme/ Milestones etc. and also for resolving coordination issues, if any, including fixing priority of some works, facilities and services for their early completion and handing over to "OWNER" for putting them to use for intended

purpose. A&E Consultants may also participate. 'PMC' will also designate a nodal officer in respect of specific work for coordinating with "OWNER" and A&E Consultant. Such designated nodal officer shall be suitably empowered and authorized to take decisions in work-related issues so that delays are minimized for achieving timely completion of work.

F) Completion and Handing-over of Completed Work and Facilities

- a) 'PMC' shall obtain work Completion/ Occupancy Certificates & Clearances for completed Work and Facilities before handing over the same to "OWNER" for putting them to functional use. "OWNER" shall provide all assistance in this process.
- b) 'PMC' shall hand over the project to "OWNER" or its Authorized Representative completed Work including all Services and Facilities constructed in accordance with the Approved Plans, Specifications fulfilling all techno-functional requirements agreed with "OWNER" along with Inventory, As built - Drawings, Maintenance Manual/ Standard Operating Procedure (SOP) for Equipments and Plants, all clearances /Certificates from Statutory Authorities, Local Bodies etc.
- c) On completion of the work, a Project Completion Report (PCR) shall be submitted by 'PMC' duly bringing out the Final Project Completion Cost, Total Time period taken to complete the work and also completed Project Components as against the approved Cost, Time and Project Components. The Project Completion report (PCR) shall be submitted along with Final Project Accounts including return of unspent balance amount to "OWNER" within one month of settlement of final bills of the contractors/ other agencies deployed on the work by 'PMC'.

(G) Additional responsibilities of PMC

- a) PMC shall prepare preliminary cost estimates based on architectural concept /other services drawings & specifications and approved by the OWNER. Preliminary cost estimates shall be prepared based on CPWD plinth area rates / DSR (as applicable) enhanced by the cost index of the area and market rate analysis for items which are not included in CPWD, PAR, for financial sanction / approval of the Owner.
- b) PMC shall prepare tender documents comprising the technical specification, BOQ, general terms and conditions, special conditions etc. and decide on inviting tenders on engineering procurement construction (EPC) mode, a representative of SU dealing with the matter may be included in the Tender evaluation committee (only for the work costing more than 2 Crs). For efficient Project execution, if required, PMC shall decide on sub packaging of the entire work within the frame of government guidelines. PMC shall invite open tender based on prevalent/established prequalification criteria. PMC shall award the work within sanctioned cost (excluding agency charges) to the technically

competent bidder.

- c) If there is an increase in the tendered cost vis-a-vis sanctioned cost (excluding agency charges) then PMC shall put up a proposal to the **'Owner'** for sanction of the revised cost with supporting documents and technical justification. However, the same is subjected to the approval of the appropriate authorities of the Institute.
- d) PMC shall make all the statutory payments to the government or any other statutory body or bodies relating to the Project from the Project Fund. The Amount thus paid towards statutory expenditure shall be reimbursed by the Owner as per actual.
- e) PMC shall unless otherwise specified be fully responsible for procurement of all materials through contractors/agencies for the Construction activity and be liable for compliance of statutory laws/rules/regulations of the appropriate authorities.
- f) PMC shall be wholly responsible for any observations and/or comments and, if any, defects pointed out by C.T.E/C.V.C/C.A.G./ Statutory Authorities/local bodies/municipal corporation etc. pertaining to work under intimation to owner in the planning & procedures of execution of the Project. PMC shall provide all work-related information promptly to **'OWNER'** for replying to parliament questions, queries from various constitutional and statutory authorities
- g) PMC shall have the absolute authority to grant extension of time, cancel or determine cancellation of contract, either in full or parts, if the Contractor fails to perform/complete the work, due to inferior workmanship etc. PMC shall get the balance work completed at the risk and cost of the Contractor /sub-contractor. No additional payment shall be made by the Owner on any account. The risk and cost tender shall be concluded with due diligence to minimize the risk and cost liabilities.
- h) Any defects discovered and brought to the notice of the PMC during the period aforesaid shall be rectified by the Contractor appointed by the PMC. PMC shall ensure that in the event of the failure on the part of the Contractor, the same may without prejudice to any other rights available to it in law, be rectified by the PMC at their own cost and expenses.
- i) PMC shall submit the schedule for completion of work as per approved preliminary drawings and preliminary estimate to Owner for approval. The PMC after award of work will submit Quality Assurance Plan (QAP) and get approved from Owner.
- j) In the intervening period of submission of financial bid and opening of financial bid the PMC shall prepare market rate analysis of the expected bids in complete confidence. The same shall be submitted to the **'Owner'** for information.

- k) The bids received from EPC contractor (s) shall be analysed, justified with respect to the market rate analysis with reasons for variations and presented to the '**Owner**' as a due diligence report with specific recommendations of the award of tender including retendering if bids received are unreasonably high.
- l) The PMC shall invite the bids for the EPC contractor strictly in compliance with the CVC and GFR guidelines on open tender to ensure wide participation and solicit of adequate number of bids. If the number of bidders qualified are less than 3 before opening of financial bids, the PMC shall intimate the OWNER of the same and consider re-tendering at least once to ensure wider participation.
- m) The qualifying project(s) of the EPC contractor shall be presented in the technical qualification document to assess the suitability of the bidder. The '**Owner**' shall be at the liberty to get the satisfaction report from the owner of such qualifying projects through PMC if necessary. The qualifying project submitted should also include the detailed time and cost overrun and litigation, if any.
- n) Quality shall be the sole responsibility of PMC. PMC shall maintain all records of QA/QC with respect to various items as per specifications and practices. And shall be responsible for providing the comprehensive report on a timely basis to the owner.
- o) PMC shall satisfy itself for the adequacy of the quality compliance as well as the safety measures on the projects. PMC shall present all such documents to the independent QA/QC agency appointed by the '**Owner**'.
- p) The PMC shall get the execution of the work done in accordance with the quality manual (ISO 9001) which may be verified by '**Owner**' as and when required.
- q) PMC shall periodically assess itself with regard to the laboratory facilities of various onsite laboratories tests including calibrations.
- r) PMC shall ensure phasing of the project in consultation with owner.
- s) In case of any claim or difficulties experienced by EPC contractor which may eventually precipitate as disputes shall be immediately resolved without accruing any liabilities on the institute whatsoever.
- t) In case of any such claims leading to liabilities on the institute, the institute/ '**Owner**' shall be informed immediately with necessary recommendation and avoid decision of the '**Owner**'. If the interim period in anticipation of the decision of the '**Owner**' PMC shall take all necessary safeguard to limit the extent of liabilities as much as possible.
- u) The PMC shall appoint a design consultant for architectural, structural, MEP and such other services as necessary for the project. PMC shall also deploy one Junior Engineer/Technical staff (as and when required) for taking the inputs from various University's Department on their requirement while framing the DPR's/Estimate/repairs etc. These suggestion/changes/advice may be included in DPR/work only upon the

approval from Engineering Unit/Competent authority of the University.

- v) The qualification of the design consultant shall be consistent with the nature and value of work.
- w) As a part of technical presentation by the design consultant, the detailed presentation of the qualifying bidder shall be placed before the TEC (Technical Evaluation Committee)
- x) The bidding design consultant has also to give presentation of conceptual understanding of project and tentative design approach.
- y) The PMC shall prepare the technical requirement of the project and detailed scope of work along with deliverables of the services prior to invite bids for appointment/engagement of the design consultant.
- z) Considering the nature of terrain and culture of Sikkim, the design shall be in line with the architectural identity suited to Sikkim.
- aa) Design consultant shall demonstrate the experience of having designed buildings in hilly regions with constraints like excessive rainfall, cold conditions, winter heating needs, and minimum disturbance to the natural topography, flora, and fauna and without interfering with the natural drainage. It shall be incumbent on the PMC/ Design consultant to survey the area beyond the site to assess the implications on the buildings and sites.,
- bb) For executing contract on EPC mode, PMC shall ensure the following important provisions to be considered while framing estimate, preparing Notice Inviting Tender (NIT), etc.:
 - i) Enabling estimate can be submitted as per Owner requirement for carrying out pre-construction activities wherever required for conceptual planning purpose to assess the precise requirement of the scope of work.
 - ii) The Design Consultant appointed by the PMC shall prepare the concept design, preliminary drawings and specifications based on detailed requirement of the work in consultation with the Owner before preparation of Preliminary Estimate.
 - iii) Detailed Geotechnical Investigation/Geophysical/Geological etc. Of the proposed site and layout shall be the responsibility of the Executing Agency (PMC).
 - iv) The responsibility of investigations, designing, planning, procurement, construction, safety & security, quality, risk of engineering etc. lies with the PMC and the same will be incorporated in the Notice Inviting Tender (NIT) by the PMC.
 - v) Mode of measurements for payment purpose will be decided by the Owner on recommendation of the PMC.
 - vi) PMC shall follow the general guidelines of EPC contracts **as specified**

In SOP (Annexure-XI) enclosed.

- vii) No additional item/amount shall be charged without prior approval of the owner.
- viii) Phasing plan shall be prepared by PMC as per the directions of the owner.
- ix) **The Design Consultant or any other consultant required and engaged by the PMC for successful completion of the project shall be appointed by the PMC under intimation to Sikkim University with all the relevant connected documents before issuance of the work order to the consultant. The fee for such consultancies shall be borne by the PMC from their agency Fees.**
- x) The Executing Agency (PMC) shall appoint a design consultant whose responsibilities include architectural planning, designing, structural design, vetting, design of internal utilities and communication system, firefighting, water supply, detailed Geotechnical Investigation, Green Rated Integrated Habitat Assessment (GRIHA 3 star Minimum) etc. till the completion of the project.
- xi) The PMC shall ensure sufficient and qualified manpower at site to oversee the effective execution of the project by the contractor. An adequate number of qualified engineers from CFTIs/AICTE approved institutions are to be deputed on the site and office of the PMC.
- xii) PMC shall be responsible for successful execution of performance specifications like leakage/seepage free, structural defect free and full functioning of various fittings/ fixtures etc. commensurate to prestigious project of National Importance. PMC shall ensure drafting of these specifications and their supervision of successful execution accordingly. Penalties shall be recovered to the full cost of repair/ replacement of the same in case of violation
- xiii) The PMC shall maintain a fully functional office at the site during the entire period of execution till handing over of the project. The minimal documents to be maintained at the site office for inspection shall be as per **Annexure-IX**.
- xiv) The PMC shall ensure Project Management on BIM (Building Information Management) platform level 3.0 or higher /M.S Projects/Primavera and will ensure training for smooth completion of the project. The PMC shall ensure availability of weekly reports on deployment of resources and progress.
- xv) The PMC must comply with the CVC Circular No 05/01/22 dated 25.01.2022, regarding the applicability of the Integrity Pact in its contract with the contractor. The same is to be done as per extant guidelines in this regard and complied in full. The integrity pact may

also be signed by PMC in format enclosed in Annexure XIII.

- xvi) PMC shall maintain and release all withheld amount such as Security Deposits etc. in compliance with the awarded work to the sub-contractor/contractor.

Responsibilities of Owner:

- i) The Owner shall provide to PMC all Project related requirements/detailed scope of works for planning/designing pertaining to the Project.
- ii) Owner shall demarcate and handover the site, free from all encumbrances or charges to PMC.
- iii) Owner shall release the funds/payments comprised in the Project Funds promptly and as and when required by PMC to ensure that the progress of work is not hampered due to non-availability of funds. However, the release of the fund shall be subjected to the progress and milestone/work completed.
- iv) Owner shall nominate authorized nodal officer/ to inspect and check the 'construction work' from time to time to examine that the construction works are being carried out as per drawings & specifications as provided in the approved cost estimate. If during the inspection, any defects or variation without the written request of the Owner are found, then the same shall be rectified by the PMC through its deployed contractors on his own cost.
- v) Owner must ensure to communicate any change in Scope, Extra items to be incorporated in the awarded work well in time. Further, no separate approval for deviations in quantities in the awarded work to the Contractor will be obtained by PMC from the Owner where the deviations are within the prescribed limits as per Contract and/or within the approved sanctioned cost (including agency charges) of the 'Owner'. However, the PMC has to comply with all the specification given by the Owner from time-to-time along with maintaining the norms, standards, bye laws applicable to the project.

9. PAYMENT TERMS & RELEASE OF FUNDS

PMC shall execute the Project on "Deposit work basis" on behalf of Owner and shall be paid the actual cost of Project plus the quoted Agency fees towards all Services provided for planning, designing, Project Management, Supervision Services and all connected miscellaneous items on the estimated cost/actual cost whichever is lower. GST shall be reimbursed on actual.

The expression 'actual cost of Project' shall include the following:

- i) All the final payments made to the contractor(s), sub-contractor(s), vendors/supplier(s), TPQM agency etc. as agreed upon in the tender for the construction of all the buildings, services, related facilities etc.
- ii) All the cost incurred to obtain the GRIHA rating certification as communicated to the OWNER.

- iii) All costs of materials acquired for the Project and used on the work, either directly or through the contractor(s) including storage charges, carriage, and any other incidental charges connected with such materials but excluding the material not incorporated or not handed over to the Owner.
- iv) All cost of labour and manpower deployed on the Project works by the PMC on its own or through labour contractors or even its own manpower provided to contractors for execution of the works. The deployment shall be with prior permission of Owner.
- v) Actual cost of site survey, soil testing charges, laboratory charges for testing of any material, manufactured or built items including the cost of cartage of samples to and from the laboratory.
- vi) The cost towards vetting of design/drawings from any reputed institute like IITs, NITs for consulting any matter concerning the Project.
- vii) The cost towards watch & ward staff, construction of site office, other field requirements etc.
- viii) All monetary liabilities of the PMC towards the contractors/ sub-contractors, suppliers, and other agencies to the extent these fall within the definition of actual cost as may be left outstanding at the time of payment of final bill provided they have been accepted by the PMC as balance payment against final bill of these agencies.
- ix) All liabilities arising out of any court decree or arbitration award and/or any additional costs transpiring due to the direction of any court/tribunal/statutory body and/or any other legal costs including but not limited to the cost of hiring advocates, getting legal opinions, filing of pleadings etc. for the purpose of initiating on behalf of, or defending, itself or the **'Owner'** in any suit or arbitration, in respect of any dispute arising out of the Project works done or to be done and/or freeing the site of all encumbrances and/or charges.
- x) This sub-clause only addresses disputes/arbitrations/suits with any or all of the contractors or any other person(s), body/authority. Nothing in this sub-clause shall be construed to cover any disputes/arbitrations/suits between the **'Owner'** and the PMC, in which case, each party shall bear its own costs.
- xi) The cost of the project shall include all direct and indirect taxes and also any other statutory payments on account of cess etc. to the State/Central Government.

The actual cost of work shall not include:

- i) Cost of land; and
- ii) Cost paid by the **'Owner'** to government or any other statutory body or bodies for getting approvals for the Project etc.
- iii) The PMC charges and GST thereon.

All tax liabilities including Applicable Taxes on payments to contractors & PMC and any further tax liability arising out of statutory amendments in laws, government notifications etc. shall be paid by **'Owner'** to PMC.

In case of non-receipt of the payment, any extra cost incurred by PMC on operation of GST law applicable from time to time including but not limited of reversal of Input tax credit and interest thereon, such extra cost shall have to be reimbursed to PMC by the **'Owner'**.

The payments by the **'Owner'** shall be made by transfer of funds in ESCROW/Project account opened by the PMC for this purpose through

demand draft/cheque/ RTGS/NEFT.

The '**Owner**' shall give initial deposit of 10% (Ten percent only) advance of the estimated cost on signing of the Agreement to PMC. This initial deposit will be adjusted against the expenditure as per actual. The interest accumulated on the Unutilized deposit shall be refunded as per the Government Guidelines/UGC guidelines)

The PMC shall give to the '**Owner**', their Monthly Expenditure Statement (MES) for recoupment preferably showing description of work done, quantity & value of services rendered and Applicable Tax along with their expenditure claim (including agency charges) duly certified by a representative of PMC on the Project, for reimbursement of expenditure incurred. The '**Owner**' shall release the payment as per Ministry guidelines based on the invoices/ reimbursement bill by the PMC.

On completion of work, the accounts of the works shall be closed, and a final statement shall be submitted for settlement along with refund of excess deposit received, if any, audited by a Chartered Accountant. All government rules & regulations pertaining to Applicable Taxes shall be applicable and binding on both '**Owner**' & PMC.

10. LIQUIDATED DAMAGES

PMC shall be required to complete the construction of Project within the period stipulated. In case of delay, which may occur due to the reasons beyond the control of PMC, PMC would intimate the '**Owner**' with full details of extension in time limit for completion of the works and keeping the contract alive.

If the delay in completion is solely attributable to the PMC/Contractor deployed by PMC, the PMC/Contractor shall be liable to pay as damages to "Owner" a sum calculated @ 0.25% (Zero-point Two Five percent) of the Agency Charges for the balance work for each month of delay, subject to a maximum of 5% (Five percent) of the Agency Charges of balance work.

In the event of delay due to Force Majeure causes resulting in the extension of the completion schedule for a length of time equal to the period of force majeure, PMC shall not be entitled for extra payment.

11. ARBITRATION

Settlement of Disputes:

Settlement of disputes shall be done through the applicable Govt. of India policy applicable for Central Government Organizations and followed by legal court of Justice. Before option for arbitration, the provision of amicable settlement through the IEM as per the CVC SOP shall be followed.

- i) The parties shall use their best efforts amicably to resolve all disputes arising out of

or in connection with the contractor or the interpretation thereof. Registrar of Sikkim University will be the chairman for settling the disputes amicably. If the same is not settled within thirty days, the dispute settlement shall be done in accordance to the office memorandum no. DPE-05/0002/2023-AMRCD dated: 25.07.2024 issued by the Ministry of Finance, Govt. of India.

- ii) As dispute resolution mechanism for implementation of the provisions of this MoU, at the first instance the issues involved shall be brought before **“OWNER”** and the concerned Chief Engineer of **‘PMC’** for their resolution. In case, however, disputes/differences between the parties do not get resolved, the matter shall be escalated to a higher level in **“OWNER”**, and **‘PMC’**, who shall be above the level of CE in the respective organizations. They shall submit a comprehensive report and recommendation to **“OWNER”** and **‘PMC’** for facilitating final decision in the matter.
- iii) **‘PMC’** shall be responsible for observing due diligence and adopting all possible measures at various stages of work execution to avoid Arbitration/ Litigation and other hindrances and the work is completed within optimum cost and time in hassle free environment.
- iv) **‘PMC’** shall be responsible for defending all Arbitration and Court Cases arising out of execution till the works and examining the Arbitration Award/ Decree of Court or Law/ liability by appropriate authority in **‘PMC’** and forwarding the same along with a comprehensive report on the circumstance leading to the Arbitration/ Court Cases and the reasons and justification as to why an appeal against such awards/ decree was not considered necessary briefing out inter-alia details of the award and clear cut recommendations.
- v) **‘PMC’** shall be responsible for redressing and complying with the observations of CTE/ CVC, Auditors, Statutory Authorities, Local Bodies, Municipal Corporation etc. pertaining to the work under intimation to **“OWNER”**. Providing all work-related information promptly to **“OWNER”** for replying to Parliament Questions, queries from various Constitutional & Statutory Authorities.
- vi) The PMC shall be fully responsible to defend any suits or arbitration / Court cases and also any writ petitions/SLPs on behalf of 'Owner', as per the legal opinion of Ministry of Law & Justice for resolution of disputes, if cropped up between the PMC and its Contractor(s), for the above work during the construction stage of post completion of work, and any award/decreed of work, shall be payable from the Project Fund / Owner with the approval of the competent authority on legal opinion of Ministry of Law & Justice. However, PMC shall not be paid any Agency Charges on such Arbitration award(s)/court decree(s) in the favour of contractor(s). However, if the competent authority directs to challenge the award/decreed in higher court, the PMC has to comply with the directions issued by the University.

12. FORCE MAJEURE

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

Suitable force majeure clause shall be incorporated in all the agreement entered into by the PMC with the contractors/ agencies.

(Annexure-I)

LETTER OF TRANSMITTAL

From:

.....

.....

To,

The Registrar,
 Sikkim University
 6th Mile, Samdur,
 P.O. : Tadong-737102
 Gangtok, Sikkim

**Sub: BID FOR PROVIDING COMPREHENSIVE PROJECT MANAGEMENT CONSULTANCY
 (PMC) SERVICES FOR SIKKIM UNIVERSITY**

Sir,

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

Yoursfaithfully,

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

(Please affix seal)

DETAILS ABOUT BIDDING AGENCY

S. No.	Particulars	Details
1.	Full name of the Bidder PSU (In capital letters)	
2	Full address of the Bidder PSU/Registered Office	
3	(a) Telephone No: (b) EmailID:	
4	Names and details of the Authorized Signatory of the RFP/Bid (Name, Designation, Address, contact telephone Number, Mobile number, Email ID)	
5	Has the bidder PSU been black listed by any organization at any time? If so, attach the details of the same.	
6	PAN	
7	TAN	
8	Corporate Identification Number (CIN)/ Firm Registration Number (FRN)	
9	Date of incorporation and number of years of experience in relevant area	
10	Experience of award/ successful completion of project in hilly terrain (project name, location, altitude and cost)	
11	GST registration No.	

12	MOU Ratings for the past Seven years as per DPE, GoI				
13	Green Building Experience				
14	No. of full-time employees in the Organization	Graduate Engineers	Supporting Staff (Technical)		
15	Financial strength of the Organization for the last 3 years. (Attach photo copies Of audited balance sheets and CA certified calculation statements)				
	Turnover (IN CRORE)	2020-21	2021-22	2022-23	Average
	Annual Profit PBT (Before Tax)	2020-21	2021-22	2022-23	Average
Net Worth (as on 31 st March 2023)					

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

- It is here by certified that _____ (The bidding PSU here in) has never been black-listed by Central/State Governments/PSUs.
- It is here by submitted that all the terms and conditions of this RFP area cceptable to the Bidder PSU.

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

(Signature of Authorized Signatory.

Name of Authorized Signatory)

(PSU Stamp)

(Annexure III)

DETAILS OF PERSONNEL

S. No.	Category	No.of persons
1	Graduate Engineers (in the payroll of PSUs)	
	a) Civil	
	b) Electrical	
	c) Architect	
2	Supporting Staff (Technical)	
TOTAL		

(Signature of Authorized Signatory.
Name of Authorized Signatory)

(PSU Stamp)

(ANNEXURE-IV)

DETAILS OF WORKS/PROJECTS EXECUTED DURING LAST SEVEN YEARS

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

(Signature of Authorized Signatory.
Name of Authorized Signatory)

(PSU Stamp)

(Annexure-V)

DETAILS OF OFFICES IN SIKKIM AND SURROUNDING AREA

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

(Signature of Authorized Signatory.
Name of Authorized Signatory)

(PSU Stamp)

(Annexure- VI)

EMD Bank Guarantee Format

(To be Submitted in Stamp Paper of appropriate value)

LETTER OF GUARANTEE

To,
Sikkim University
6th Mile
Samdur, P.O: Tadong-737102
Gangtok, Sikkim

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

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

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

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

Yours truly,
Signature and seal of the guarantor:
Name of Bank:
Address:
Date:

Instruction to Bank: Bank should note that on expiry of Bond Period, the Original Bond will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of the bond period.

(Annexure-VII)**AFFIDAVIT FOR NON-BLACK LISTING**

(To be Submitted in Stamp Paper of appropriate value)

I/We undertake and confirm that I/We/ our firm/ company/ JV have not been barred or blacklisted by any of the central/ state government departments, Undertakings, Autonomous bodies, Institutions, Applicants, Societies, Enterprises, and Companies. Further that, if such information comes to the notice of the institute I/We shall be debarred from bidding at Sikkim University in future forever. Also, if such information comes to the notice of the institute on any day before start/ or during the work, the Registrar, of Sikkim University shall be free to cancel the agreement and to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee.

(Notarized affidavit to be furnished at the time of submission of bid)

NOTE: Affidavit to be furnished on a 'Non-judicial' stamp paper of appropriate value.

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

Signature of Notary with Seal

(Annexure-VIII)

FINANCIAL BID

(To Be submitted online)

From:

.....

The Registrar,
 Sikkim University
 6th Mile, Samdur,
 P.O. : Tadong-737102
 Gangtok, Sikkim

Sub: FINANCIAL BID FOR PROVIDING COMPREHENSIVE PROJECT MANAGEMENT
 CONSULTANCY (PMC) SERVICES FOR SIKKIM UNIVERSITY.

Dear Sir,

In response to the bid document for the above work, we hereby quote our Fee in percentage (%) toward Project Management, Supervision, Services including Architectural Services for planning, designing, and Consultancy Services as per the scope defined in the tender documents.

Note:

1. PMC shall execute the work on “EPC Mode” on behalf of the Owner or as per the Guidelines issued by Government time to time.
2. Fee (Agency Charges) is exclusive of GST which shall be payable on actual basis as applicable on submission of documentary evidence. During the currency of contract if the GST is changed then the applicable rate shall be considered for the payment.
3. The PMC charges shall be payable on the actual project cost or estimated preliminary project cost, whichever is lower.
4. If the cost of work exceeds the tabulated figures mentioned above, the payment shall be considered on a prorata basis.

(Signature of Authorized Signatory.

Name of Authorized Signatory)

(PSU Stamp)

(ANNEXURE-IX)**Minimal Documents to be maintained at the site office for inspection**

1. Original contract with Design consultant/ contractor.
2. Guarantee Bond etc. towards security for work, machinery/ mobilization advances etc. including extension of validity.
3. Insurance policies for work, materials, equipment, men etc. including extension of validity.
4. Standard specifications as mentioned in the DPR.
5. Standard schedule of rates.
6. Drawings – Architectural, Structural and Services etc. (One copy of tender drawing & all latest good for construction drawing and a copy of drawings approved by statutory authorities.)
7. All connected measurement books, level books, field books, and lead charts.
8. All running account bills with all connected statements/vouchers.
9. Statements showing details of check of measurements by superior officers – copies of orders laying down such requirements.
10. Materials at site accounts / cement, steel, bitumen, paints, waterproofing compound, pig lead, anti-termite chemical etc.
11. Stage Passing Register, Site order book, test records/logbooks, working out Standard Deviation.
12. Details of extra/substituted items and of deviated quantities being executed/considered for execution in the work along with analysis of rates.
13. Hindrance registers.
14. Office correspondence files and inspection notes, if any, issued by inspection officer.
15. Any other documents relevant to the works including the documents that are to be maintained as per CVC/ CPWD/ CTE, these same needs to be maintained as per the format.
16. The Program Management Consultancy service provider shall maintain the following detailed documents:
 - i. Daily Labour report employed by contractor and the activities of work.
 - ii. Daily Safety report of the labour employed.
 - iii. Project Review Meeting Minutes (both soft/ hard copy)
 - iv. Receipt of Drawings
 - v. Approval of Construction/ Service materials
 - vi. Site Hindrance
 - vii. Statement of payment of wages to contract labour
 - viii. Status of GRIHA compilation
 - ix. Necessary approval records from statutory bodies.
17. Safety and Security of the Site.

(Signature of Authorized Signatory.

Name of Authorized Signatory)

(PSU Stamp)

(ANNEXURE-X)

Format of Performance Bank Guarantee
(To be Submitted in Stamp Paper of appropriate value)

1. In consideration of Sikkim University (hereinafter called “The University”) having agreed under the terms and conditions of this Letter of Agreement No. dated made between The University and (hereinafter called “the PMC service provider”) for the work of providing Program Management Consultancy services for the proposed Infrastructure works for a period of 36 months. (hereinafter called “the Letter of Agreement”) having agreed to the production of an irrevocable bank Guarantee for Rs. (Rupees only), as a guarantee from the PMC service provider for compliance of his obligations in accordance with the Terms and Conditions in the said agreement, we (Indicate the name of the Bank) (hereinafter referred to as “the Bank”) hereby undertake to pay to the Institute an amount not exceeding Rs. (Rupees only), on demand by the University.
2. We (Indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Institute stating that the amount claimed is required to meet the recoveries due or likely to be due from the said PMC service provider. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. But, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).
3. We, the Bank, further undertake to pay to the Institute any money so demanded notwithstanding any dispute or disputes raised by the PMC service provider in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the PMC service provider shall have no claim against us for making such payment. We (Indicate the name of the Bank) further agree that the guarantee contained herein shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Institute under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Institute certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said PMC service provider and accordingly discharges this guarantee.

4. We (Indicate the name of the Bank) furthermore agree with the Institute that the Institute shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend the time of performance by the said PMC service provider from time to time or to postpone for any time or from time to time any of the powers exercisable by the Institute against the said PMC service provider and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said PMC service provider or for any forbearance, act of omission on the part of the Institute or any indulgence by the Institute to the said PMC service provider or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the PMC service provider.
6. We (Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Institute in writing.
7. This guarantee shall be valid up to unless extended on demand. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only), and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Signed and sealed dated the day of the Year 2024

for (Indicate the name of the Bank)

(ANNEXURE-XI)

STANDARD OPERATING PROCEDURE (SOP)**Execution of Works on EPC Contract Basis**

1. As per OM No 28012/11/2016–W.3 dated 29th November 2016, of MoHUA's Works division and DG, CPWD's OM No DG/MAN/Misc./09 dated 9th May 2017, works of value more than Rs 100 crores or as notified from time to time are taken up under EPC (turnkey) mode.
2. As per the OM of NITI Aayog dated 5th September 2016, the model EPC bidding document published by the erstwhile Planning Commission suitably revisited or modified wherever required, to suit the requirements of the work, is adopted by the Owner.
3. After the receipt of requisition for the work, the owner is advised that they need not engage Design/Structural Consultants as the same would be part of the EPC tender. The detailed planning is the responsibility of the contractor but the monitoring is done by the Engineer in Charge of PMC. For works undertaken in the EPC mode, sanction is obtained on the basis of Detailed or Preliminary Project Report as per feasibility and requirement and submitted as per understanding with the Owner.
4. The concept design, preliminary drawings and specifications based on detailed requirements of the work, in consultation with the Owner, is prepared before framing of the preliminary estimate (PE). The PMC concerned Architectural unit prepares the concept design, preliminary drawings and specifications based on detailed requirements of the work, in consultation with the Owner.
5. The Preliminary Estimate (PE) or any other document submitted for obtaining Administrative Approval and Expenditure Sanction defines accurately the scope of the work in terms of outcomes and performance parameters.
6. The following details are obtained to enable Preliminary Project Planning (PPP) (both Engineering and Architecture) for preparation of the PE: (i) Document showing ownership of land duly certified by the owner that the same would be in a position to be handed over to the contractor upon award of work free from all encumbrances and encroachments. (ii) Boundary of the plot(s) either constructed or demarcated and free from dispute. (iii) Topographical Map of the site. (iv) Geotechnical Data (which includes a study of foundation system of structures including private structures - in the vicinity and as per codal provisions for the proposed structures). (v) Sources of the Bulk Services required as well as approved waste dumps for waste disposal. (vi) Mandatory (e.g., fire, lift, EI, WS, and SI etc.) as well as optional (HVAC,

- STP, RO, UPS, DG, SPV, Solar water heating etc.) services for each building/structure required by the Owner and found feasible. (vii) Statutory Approvals required.
7. The Preliminary Project Planning (PPP) is developed on the basis of above details and is submitted to the owner prior to the submission of the PE. It includes the following in respect of the buildings: (i) Scope of work (ii) Floor plans for building etc. and geometry for other works etc. (iii) Elevations/Sections/Perspectives (iv) Layout plan(s) (v) 3-D Block view(s) (vi) Area and/or Length statements as applicable (vii) Specifications in detail for each structure/building and its services to be included in the PE.
 8. Soil investigation report is appended in the notice inviting tender (NIT) prepared by PMC for indicative purpose only.
 9. The responsibility of investigations, designing, planning, procurement, construction, safety, quality, and risk of engineering lies with the contractor.
 10. The PE submitted to the Owner includes, in addition to the PE, the following: (i) Brief description of the Procurement Method (which also mentions the name of work). (ii) The obligations on the part of the Owner department, PMC, and the contractor with specified time limits for smooth execution of work. (iii) Architectural, Structural and MEP services specifications along with special conditions for execution of these jobs. (iv) In addition to the structures and their mandatory services (e.g., Internal Electrification, Fire Services, Lifts, Water Supply, Sewerage etc. where applicable) the list of optional services desired by the 'Owner'. (v) Cost Estimate on simple Plinth Area or length basis where possible and detailed basis for others etc., including provision for cost of design development by contractor and risk devolving on the contractor. (vi) Provision is made separately for post-completion operational cost (for 5 years or higher as agreed with the Owner) and maintenance cost (beyond free maintenance period and up to 5 years or higher as agreed with 'Owner'). (vii) List of approved makes and models for components. (viii) Tentative time frame for completion, post-completion operation, and maintenance. (ix) List of three or more suitable agencies (proof check agencies) or parameters for the selection of the proof check agencies, tasked with checking and approving the design submitted by the contractor from engineering and architectural aspects. (x) Procedure and time frame for approval of implications of changes in scope of work requisitioned by the Owner as compared to that indicated in the sanctioned PE.
 11. For works undertaken by the EPC mode, the Contractor takes the full responsibility for the design and execution. Only the scope, description of work, specifications, approved conceptual drawings for engineering and architectural planning, and schedule of quantities (if available) as provided in the contract document, is kept on record and a No Objection Certificate is recorded

by the Engineer in Charge of the PMC for the drawings prepared and submitted by the contractor after proof check, before the same is released for execution.

12. The contractor gets NOC for the design from the Engineer in Charge of the PMC for functional aspects and aesthetics and from the approved proof check agency for engineering and architectural considerations. The officers of the PMC are responsible for broad oversight of these aspects without being expected to examine the design.
13. For EPC contracts, the Engineer in Charge of the PMC ascertains the reasonableness of prices using analytical methods such as tendered amount for similar works whose tenders were accepted in the recent past, and any other method approved jointly by the PMC and Owner for ascertaining the reasonability of the tendered amount of the L1 bidder. The acceptance of financial bid is jointly approved by the PMC and Owner to approve the financial bids for the work of EPC contracts.
14. Submission of measurements, in case of EPC contracts, is only for record purpose. Payment of bills of the contractor is made on basis of stage-wise completion of work as per terms of the contract.

UNDERTAKING

(To be Submitted in Stamp Paper of appropriate value)

To,
The Registrar,
Sikkim University 6th Mile
Samdur, P.O: Tadong-737102
Gangtok, Sikkim

Subject: RFP CUM EOI FOR PROVIDING COMPREHENSIVE PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR THE CONSTRUCTION OF

Dear Sir,

I/We undertake that: (a) The EOI-cum-RFP can be cancelled by the Institute at any stage/time (including final stage) without assigning any reason and no claim of any kind shall be made by the agency/firm/organization. (b) If there is downscaling of the project cost in the final approved DPR, restricting the availability of funds, the PMC will undertake to uphold the same. The conditions described in the EOI cum RFP document herein under shall be agreed and complied with in all circumstances. Further, if there is any change in the statutory provisions as applicable in the project, the PMC shall comply with the same and shall not charge any extra amount. (c) The selected PMC shall accept the total project cost approved by the Ministry and for which the financial and administrative approval is granted by the Institute.

It is certified that the above undertaking is given on behalf of the agency/firm/organization and shall be fully complied with.

(Seal & Sign by Authorized Signatory.

Integrity Pact

(To be submitted as part of Technical bid)

Tender Document No.: SU/ET/2024-25/09

Tender Title: INVITATION OF EXPRESSION OF INTEREST (EOI) CUM REQUEST FOR PROPOSAL (RFP)

This Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 202__ at _____, India.

BETWEEN

The Registrar, Sikkim University, 6th Mile Samdur, P.O. Tadong, Gangtok, Sikkim (hereinafter called the “The Principal”, which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/ s. _____ (hereinafter called the “The Bidder/ Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

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

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

Section 1 - Commitments of the ‘The Principal’

- 1) The Principal’ commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - (a) No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall 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 shall exclude from the process all known prejudiced persons.

- 2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and, in addition, can initiate disciplinary actions.

Section 2 - Commitments of the 'Bidder/ Contractor'

- 1) The 'Bidder/ Contractor' commit themselves to take all measures necessary to prevent corruption. The 'Bidder/ Contractor' commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The 'Bidder/ Contractor' shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he 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/ Contractor' shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.
 - c. The 'Bidder/ Contractor' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Contractor' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
 - d. The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only.
 - e. The 'Bidder/ Contractor' shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
 - f. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2) The 'Bidder/ Contractor' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the 'Bidder/ Contractor', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the 'Bidder/ Contractor' from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

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

Section 6 - Equal treatment of all Bidders/ Contractors/ Subcontractors

- 1) In the case of Sub-contracting, the Principal Contractor shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.
- 2) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 3) The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/Subcontractor(s)

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

Section 8 - Independent External Monitor

The Principal/Employer has appointed following Independent External Monitors (hereinafter referred to as Monitors)

A. Shri Arvind Kumar Agarwal,

Email:-
akagarwal253@yahoo.com

B. Smt. Sunita Puri,

Email:- sunita.puri15@gmail.com

- 1) The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/she reports to the Registrar, Sikkim University.
- 3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal, including that provided by the contractor. The Contractor shall also grant the Monitor, upon his request and demonstration of a valid interest,

unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Registrar, Sikkim University and recuse himself/ herself from that case.
- 5) The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the contractor. The parties offer the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- 7) The Monitor shall submit a written report to the Registrar, Sikkim University within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Registrar, Sikkim University, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Registrar, Sikkim University has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

- 1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e. Sikkim.
- 2) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.
- 3) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.
- 5) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.

6) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.

7) The actions stipulated in this Integrity Pact are without prejudice to any other legal action(s) that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings

IN WITNESS WHEREOF, the parties hereunto set their hands and seals and executed this INTEGRITYPACT as of the day/month/year first above written:

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Name: _____

Name: _____

Designation: _____

Designation: _____

Address: _____

Address: _____

Place: _____

Place: _____

Date: _____

Date: _____

WITNESSES (Signature, name and address)

1 _____

2 _____

