

# **Indian Council of Social Science Research**

## **Expression of Interest**

### **For**

- a) Renovation/Restoration, Addition, Alteration and Interior Work of Civil & Electrical.**
- b) Operation & Maintenance of electrical and mechanical services (MEP) (including maintenance works of ICSSR Campus) on deposit mode of work.**

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**[SECTION - 1]**  
**NOTICE**  
**INVITING**  
**BID**

## **NOTICE INVITING EXPRESSION OF INTEREST**

**Introduction:** Indian Council of Social Science Research (ICSSR) was established in the year of 1969 by the Government of India to promote research in social sciences in the country.

ICSSR provide grants for projects, fellowships, international collaboration, organizing seminar / conference, capacity building, survey, publications etc. to promote research in social sciences in India.

INDIAN COUNCIL OF SOCIAL SCIENCE RESEARCH (ICSSR), an autonomous organization under the Ministry of Education invites online bid as per the **Quality cum cost-based System** on behalf of the Member Secretary, ICSSR from eligible Central Govt./ Public Sector Undertaking (CPSU) for entering into Memorandum of Understanding (MoU) for taking up the work ((a)Renovation/Restoration, Addition, Alteration and Interior Work of Civil & Electrical (b)Operation & Maintenance of electrical and mechanical services (MEP) including maintenance works of ICSSR Campus) **on deposit mode of work execution basis as per GFR 2017 under Rule 133(3)** in the ICSSR Delhi for **2 (two) years**. The MoU has an option to extend for further period of one-year subject to satisfactory performance of the agency during the contract period with mutual consent.

1. Details are given below:

NIT No.	
Name of work	<b>Renovation/ Interior works along with Operation &amp; Maintenance work at ICSSR, Aruna Asaf Ali Marg</b>
Details of Scope of Work	<b>a) Renovation/ Restoration and addition/ Alteration in existing buildings/ facilities of ICSSR.</b> <b>b) Interior/ Renovation and Restoration works/ Modernization of existing structure</b> <b>c) Operation and maintenance of equipment including Electrical Sub Stations, DG sets, STP, passenger lifts, RO Plants, Operation and maintenance of Audio Visual System/PA System, Maintenance of civil and electrical works, Operation and Maintenance of VRV's system etc.</b>  (Details of sites given in annexure-III).
Client / Owner	INDIAN COUNCIL OF SOCIAL SCIENCE RESEARCH
Details of Building to be maintained	(As per details attached as Annexure - III)

Estimated Cost	<p><b>Interior/ Renovation Works ICSSR, Delhi:</b> Rs. 26 Cr. including GST</p> <p><b>Operation &amp; Maintenance works, ICSSR, New Delhi:</b> Rs. 04 Cr. For three years including GST. Each year</p> <p><b>Note:</b> The scope of work &amp; area mentioned in the EOI are only tentative and interested CPSUs may physically inspect the buildings to ascertain the same before quoting centage charges. Estimated cost mentioned in EOI is only rough cost and selected CPSUs shall submit the estimate based on actual areas measured and cost shall be based on prevailing CPWD publications (Eg: CPWD Maintenance Manual for Operation &amp; Maintenance Works 2023 and latest amendments and latest DSR applicable time to time for estimate purpose).</p>
Cost of Tender Document	NA
Date of Tender Document available on e-tender portal	15/11/2024 Time : 10:00 AM
Date of Pre Bid Meeting and Presentation by Bidder	25/11/2024 at 11:00 AM at Indian Council of Social Science Research, Asif Ali Road, New Delhi
Starting date of e-tender for submission of online Technical Bid and Financial Bid	26/11/2024 Time : 10:00 AM
Closing date of online e-tender for submission of Technical bid and Financial Bid	05/12/2024 Time: 06:00 PM
Date and time Technical bid of opening	06/12/2024 Time: 03:00 PM
Date and Time of opening of Financial Bid	Will be communicated separately to the qualified bidders

Contract Period	<p><b>For Interior/ Renovation Works:</b></p> <ol style="list-style-type: none"> <li>i. Preparation of DPR and submission of budgetary estimate: 1 month</li> <li>ii. Design Layout Preparation: 1 month</li> <li>iii. Open tendering for appointment of contractor: 2 months</li> <li>iv. Execution of Work at site: 24 months (subject to availability of phase wise space by ICSSR for execution of works)</li> <li>v. DLP Period: 12 months from the handing over the work.</li> </ol> <p><b>For Operation &amp; Maintenance Works:</b> 2 years and after successful completion it may be extended for further 1 years depending on the performance of the CPSU and subject to availability of fund.</p> <p>Note: The above timelines are subject to timely approval from ICSSR i.e., within 07 days of submission of drawings, sample, etc. For delayed period, extra time shall be provided on prorated basis and mutual consent of ICSSR and PMC agency appointed.</p>
Validity of Offer	90 days from the date of opening of price bid including the extension (s) given, if any

*Note: Wherever the word "ICSSR" is mentioned it refers Indian Council of Social Science Research.*

2. The intending bidder(s) must read the terms and conditions carefully. They should only submit their bid if eligible and in possession of all the documents required. However, the tender shall be published on official website of ICSSR and CPP Portal/ National Newspapers.
3. Information and instructions for bidders available in document shall form part of agreement.
4. The bid documents consisting of instructions to bidders, scope of work and other conditions to be complied are available at the website **www.icssr.org and CPP Portal.**
5. The Agency must ensure to quote rate in percentage only in appropriate column upto 2 (two) decimal places.
6. Notwithstanding anything stated above, ICSSR reserves the right to assess the capabilities and capacity of the bidders to perform the contract in the overall interest of ICSSR.
7. The implementing agency is liable for following all terms and conditions of GFR, CVC, CAG, CPWD publications with latest amendments and their applicable amendments.
8. Since operation of MEP services in the campus which are labour oriented, any upward revision in the minimum wages during the pendency of contract as per timely order issued by Ministry of Labour & Employment, Office of the Chief Labour

Commissioner(C) will be paid to the bidder and the bidder shall ensure payment of the escalation to all the labour engaged through contractor in operation and maintenance works.

9. The bidder(s) / are required to quote strictly as per the terms and conditions, specifications, standards given in the bid documents and not to stipulate any deviations.
10. The bidder(s), if required, may submit questions in writing to seek clarifications 48 hours before the notified pre-bid meeting date, to the Office of Administrative Officer, ICSSR by E-mail – ashish@icssr.org
11. ICSSR reserves the right to reject any or all bids or cancel / withdraw the invitation forbids without assigning any reason whatsoever and in such case no bidder / intending agency shall have any claim arising out of such action.

**12. Set of Bid Documents:**

The following documents will constitute set of bid documents:

SECTION-1	Notice Inviting Bid
SECTION-2	Instructions to Agency
SECTION-3	Qualifying Criteria
SECTION-4	Financial Proposal

**13. Mode of Submission**

- a. Agency must submit their online bid of scanned copies duly attested only along with following documents pertaining to Qualifying Criteria and Financial bid.
- b. Letter of acceptance of terms and conditions of bidding document in the prescribed format as per Annexure – I and undertaking as per format given in Annexure – II.
- c. Certificates of works experience and other documents for annual turnover and other documents of CPSU for undertaking works required to establish fulfilment of qualifying criteria
- d. Bid documents downloaded from website to be signed on each page by authorized representative along with Financial Bid / Proposals (Section –4) quoted with percentage charges shall be uploaded.
- e. Authority letter issued by the Competent Authority for signing the bid document as below:
  - i. Income Tax return for the last three years
  - ii. Relevant documents supporting minimum eligibility criteria and Technical & Financial Evaluation documents.
  - iii. Relevant documents of Annual Turnover of company, net worth and profit of company of last three years ( FY 2021-22, 2022-23 & 2023-24) certified by Chartered Accountant.
  - iv. Details of Similar Work Experience Certificates of last seven years, for one work of 80% of total cost, for two works 50% of total cost and three works of 40 % of total cost is required.
  - v. Self-certified letter on letter head mentioning the project wise built up area details

of operations and maintenance works and interior/ renovation works carpet area of existing building in last three (3) years i.e., FY 2021-22 to 2023-24. (Kindly mention work done or work under execution during this period).

- vi. Bio data of B. Tech in Civil Engineer, Electrical Engineer and Mechanical Engineer having a minimum of 05-year Experience to be appointed at the site for supervision.
- vii. Certificate of ISO 9001: 2015 BIS Certification specifically in Interior/ Renovation/ Retrofitting Works as Project Management Consultancy Agency.
- viii. Proof of Schedule A Company or its wholly owned subsidiary.
- ix. Proof of Bidder shall have/ or shall be maintaining 5 Star and 3 Star GRIHA Rating building operation & maintenance.
- x. Proof of completed execution part of project (i.e., work executed at site by contractor engaged by Bidder) of at least 84,000 sq. ft. built up area in 150 days.
- xi. Experience Certificate for:
  - I. Restoration, Renovation and Furnishing Works of existing building.
  - II. Interior Works of existing building.
  - III. Operation & Maintenance works of building.
- xii. Copy of Work order of Interior/ Renovation and Operations and Maintenance Works of any of the Prestigious building (s) as mentioned by CPWD Maintenance Manual 2023 Annexure 12
- xiii. Completion certificate/ Currently working/ Work Award Letter for prestigious buildings
- xiv. Financial turnover of last three years duly vetted by Statutory Auditor.
- xv. Documents regarding Net Worth of the Company Firm.
- xvi. Power of Attorney/Board Resolution of the person authorized for signing/submitting the Tender.
- xvii. Attested copies of G.O. /Orders issued by the Central Govt. for establishment of the CPSU authorizing for carrying out Civil, Electrical & building works with applicable jurisdiction.
- xviii. Valid GST registration, PAN No.
- xix. All pages of the entire Corrigendum (if any) duly signed by the authorized person.
- xx. General Information including details of manpower (Annexure V)
- xxi. Registration Details of the agency in the GST Act.

**f. No Proposals/Documents will be received / uploaded/ accepted after the prescribed date & time.**

**NOTE:**

- a) Unconditional letter of acceptance duly signed on letter head, Affidavit for correctness of document/information is mandatory documents and need to be checked carefully for its correctness before submission of tender. The bid shall be rejected out rightly in case of its non-submission without seeking any further clarification/document. No claim of the bidder whatsoever shall be entertained by ICSSR in this regard.
  - b) The bidders are advised to upload complete details with their bids as technical bid Evaluation will be done on the basis of documents uploaded on the website by the bidders with the bids. Please note no fresh document other than in the form of clarification/revision in respect of an already submitted document shall be accepted after last date of submission of bids.
  - c) The information should be submitted in the prescribed proforma. Bids with Incomplete/Ambiguous information are liable to be rejected.
  - d) All the uploaded documents should be in readable, printable, legible and duly signed & stamped in each page failing which the Bids are liable for rejection.
- 14.** The bid for the works shall remain open for acceptance for a period of 90 days from the last date of submission of bid including the extension given, if any. In case any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the ICSSR, and then ICSSR shall, without prejudice to any other right or remedy, be at liberty to debar them from participation. Further, they shall also not be allowed to participate in the re-bidding, if any.
- 15.** The authority to accept of any or all bid(s) will rest with the ICSSR which does not bind itself to accept the highest marks bidder and / or reserves to itself the right to reject any or all of the bids received without assigning any reason thereof.
- 16.** Date of Start of work shall be reckoned from details in award letter or handing over of site whichever is later. However, bidder shall be provided timelines for appointment of contractor as per rules applicable.
- 17.** The Award of work, Execution and Completion of work shall be governed by documents consisting of (but not limited to) Letter of Award / Work Order, Bid, MoU and Bid Document. The bidders shall be deemed to have gone through the various conditions while making / preparing their proposal & submitting the Bid.
- 18.** In case, any misrepresentation / falsification is noticed in copies of documents submitted, then the bid submitted shall become invalid. ICSSR shall, without prejudice to any other right or remedy, be at liberty to disallow the agency from future participation.
- 19.** The bidders are required to quote strictly as per terms and conditions, specifications, standards given in the tender documents and not to stipulate any



deviations.

- 20.** The bidders are advised in their own interest to submit their bid documents well in advance from last date/time of submission of bids so as to avoid problems which the bidders may face in submission at last moment/during rush hours.

However, after submission of the tender the bidder can re-submit revised tender any number of times but before last time and date of submission of tender as notified.

The bidder is responsible to see the CPP Portal or ICSSR Website for any corrigendum amendment before the last date of submission of tender.

- 21.** On opening date, the bidder can login and see the tender opening process.
- 22.** Agency can upload documents in the form of JPG format and PDF format.
- 23.** Agency is required to upload scanned copies of all the documents including valid GST registration, PAN No. as stipulated in the tender document.
- 24.** Not with standing anything stated above, ICSSR reserves the right to assess the capabilities and capacity of the bidder to perform the contract, in the overall interest of ICSSR. In case, bidder's capabilities and capacities are not found satisfactory, ICSSR reserves the right to reject the tender.
- 25.** Certificate of Financial Turnover:

At the time of submission of tender, the tenderer shall upload Affidavit/Certificate from Chartered Accountant mentioning Audited Financial Turnover of last 3 years or for the period as specified in the tender document. However, one page of summarized balance sheet (Audited) and one page of summarized Profit and Loss Account (Audited) for last 03 years shall be uploaded and submitted in hardcopy also.

- 26.** In case of Percentage Rate Tender, Agency must ensure to quote single percentage rate.
- 27.** The bidder(s) if required, may submit queries, if any, through E-mail and in writing to the tender inviting authority to seek clarifications before 3 days from the date of uploading of Tender on website. ICSSR will reply only those queries which are essentially required for submission of bids. ICSSR will not reply the queries which are not considered fit like replies of which can be implied/ found in the NIT/ Tender Documents or which are not relevant or in contravention to NIT/Tender Documents, queries received after 3 days from the date of uploading of Tender on website, etc. Technical Bids are to be opened on the scheduled dates as far as possible. Requests for Extension of opening of Technical Bids will not be entertained.
- 28.** All the uploaded documents shall be considered as duly signed by agency/

authorized representative.

- 29.** For abnormally low agency charges, a detailed justification will be required from the bidder with all the supporting documents and if he fails to justify the same, the tender will be rejected and the bidder will not be allowed to participate in the retender again.
- 30.** Canvassing in connection with the tender is strictly prohibited, and such canvassed tenders submitted by the agency will be liable to be rejected and his earnest money shall be forfeited.

Sd/-  
**Administrative Officer, ICSSR**

## **Instructions for Online Bid Submission on CPP Portal**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online bidder Enrollment**" on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **SEARCHING FOR DOCUMENTS**

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS**

1. Bidder should consider any corrigendum published on the tender document before submitting their bids.
2. Bidder to go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS/ RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual financial reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **SUBMISSION OF BIDS**

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
4. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system-generated symmetric key. Further this key is subjected to asymmetric encryption

using buyers/bid opener's public keys.

5. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
6. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
7. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

### **ASSISTANCE TO BIDDERS**

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

**[SECTION – 2]**

**INSTRUCTIONS TO  
AGENCY**

## **INSTRUCTIONS TO AGENCY**

### **1. INTRODUCTION**

- 1.1** The Central Govt./ Public Sector Undertaking (CPSU's) are only eligible to participate in the Bid.
- 1.2** Agencies are invited to submit a financial bid along with documents pertaining to qualifying criteria. The bid will be the basis of technical discussions / negotiations, if required and ultimately for a signed Contract/MoU with the selected Agency **on deposit mode of work execution basis.**
- 1.3** Agencies should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first – hand information on the assignment and local conditions, Agencies shall visit the site before submitting a proposal. Agency or his authorized representative should contact the following regarding site specific information and site visit enquiry, if required.

**Contact : Administrative Officer**

**Address : INDIAN COUNCIL OF SOCIAL SCIENCE RESEARCH (ICSSR),  
JNU Institutional Area, Aruna Asaf Ali Marg, New Delhi -  
110067 (INDIA)**

**Phone : 011-267418 49/50/51**

**E-Mail : ashish@icssr.org**

- 1.4** (a) The ICSSR will provide all the available inputs to the agencies. However, ICSSR does not assume any responsibility for any loss or financial damages on account of use of such information by agencies. Agencies are advised to collect at their own information for preparation, submission of bids & execution of services before award of work.
- (b) The Agencies shall be responsible for obtaining licenses and permits to carry out all the works. Cost shall be paid from the project cost by ICSSR.
- (c) Agencies shall execute works in accordance with GFR/ CPWD rules at all stages of work
- 1.5** Agencies shall bear all cost associated with the preparation and submission of their proposals and contract negotiation, site visits etc. The ICSSR is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to award, without incurring any liability to the Agencies.

### **1.6 Conflicts of Interest**

- 1.6.1** ICSSR policy requires that Agencies provide professional, objective, and impartial advice and at all times hold the ICSSR's interest paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

## **Conflicting Relationship:**

- 1.6.2 (i) Without limitation on the generality of the foregoing, Agencies, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below :
- (ii) Agencies ( including its Personnel and Sub – contractors ) that has a business or family relationship with ICSSR staff / Member of the Corporation who is directly or indirectly involved in any part of (a) the preparation of the Terms of Reference of the assignment, (b) the selection process for such assignment, or (c) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the ICSSR throughout the selection process and the execution of the Contract.
- 1.6.3 Agencies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the ICSSR, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Agencies or the termination of its Contract any time throughout currency of the work.
- 1.6.4 No employee of the ICSSR shall work for Agency. Recruiting former employees of the ICSSR to work is not acceptable.

## **1.7 Fraud and Corruption**

- 1.7.1 The ICSSR requires that the Agencies participating in selection process adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the ICSSR:
- (a) Defines, for the purpose of this paragraph, the terms set forth below: "Corrupt Practice" means the offering, promising, giving, receiving, or soliciting, directly or indirectly, of anything of value which he is not legally entitled to, to influence the action of a public official in the selection processor in contract execution;  
"Fraudulent Practice" means a willful misrepresentation or omission of facts or submission of fake / forged Documents in order to influence a selection process or the execution of a contract;  
"Collusive Practices" means a scheme or arrangement whether formal or informal, between two or more agencies with or without the knowledge of the ICSSR, designed to establish prices at artificial, non-competitive levels, submission or non-submission of Bids;  
"Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) ICSSR will reject a proposal for award if it determines that the Agency recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question; and
- (c) ICSSR will take necessary action against the Agency, including declaring the Agency ineligible, either indefinitely or for a stated period of time, for award of a contract if at any time it is determined that the Agency has, directly or through an



agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract.

### **1.8 Proposal Validity**

The Agencies offer shall remain valid for **90 days** after the last date fixed for submission of bid including the extension (s) given, if any.

### **1.9 Final Decision Making Authority**

ICSSR reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders.

### **1.10 Brief Description & Scope of work as per details given in Annexure – III**

## **2. CLARIFICATION AND AMENDMENT OF BID DOCUMENTS**

**2.1** Agencies may request for a clarification in respect of the Bid documents not later than 48 hours before the pre-bid meeting date. Any request for clarification must be sent in writing, or by standard electronic means to the ICSSR email address i.e. [ashish@icssr.org](mailto:ashish@icssr.org)

**2.2** The ICSSR will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without disclosing the source of query) to all Agencies. Should the ICSSR deem it necessary to amend the bid document as a result of a clarification or any other reasons it shall do so following the procedure under Para 2.2.

**2.3** At any time before the submission of bid, ICSSR may modify / amend the bid document and extend the last date of submission / opening of the bid by issuing a corrigendum / addendum.

Any Corrigendum / Addendum thus issued shall form part of bid document. To give the Agency reasonable time to take an amendment into account in their bids and on account of any other reasonable circumstances, ICSSR may at its discretion, extend the deadline for the submission / opening of the bid.

## **3. PREPARATION OF BID PROPOSAL**

**3.1** In preparing their bid offer, agencies are expected to examine in detail the bid document. The bid shall contain documents stipulated in the bid document.

**3.2** The bid proposals, all related correspondence exchanged between the agencies and ICSSR and the contract/ MoU to be signed after award shall be written in the English Language.

**3.3** Documents pertaining to Qualifying Criteria

Bidder shall have to furnish all the relevant documents duly signed on each page on the uploaded documents pertaining to "Qualifying Criteria" as mentioned in Section-3 of bid document.

**3.4** No expense will be paid for preparation of bid/proposal to agency.

### **3.5 FINANCIAL BID PROPOSALS**

Bid document duly signed on each page by person duly authorized along with Financial Bid as per Section – 4 duly quoted shall be uploaded/filled in online (whichever provision provided in CPPP portal) and shall not include any commercial

or technical condition / information. Conditional bid shall be rejected summarily.

#### **4. SUBMISSION, RECEIPT AND OPENING OF BIDS**

- 4.1** The original bid including Financial Bid, shall contain non interlineations or overwriting, except as necessary to correct errors made by the Agency. The person who signed tender documents must initial such corrections.
- 4.2** An authorized representative of the Agencies shall only sign the bid documents. The authorization shall be in the form of a legally enforceable written power of attorney duly authorized and shall be submitted along with bid.

#### **5. RESPONSIBILITIES OF BIDDER/ CPSU**

- 5.1** The BIDDER/ CPSU shall carry out necessary routine and preventive maintenance, in addition to routine Operation works, to ensure proper functioning of services and to prevent breakdown.
- 5.2** The O&M works shall be executed as per CPWD Specification or as per standard practice prevailing in this field.
- 5.3** The BIDDER/ CPSU on behalf of the Client, do supervision of the contractor's work for adherence to the quality of the work as per terms and conditions and other contractual obligations/ stipulations of respective contracts, to ensure proper maintenance of the campus.
- 5.4** It is the prime responsibility of the bidder to ensure compliance of all statutory norms through appointed agency which are required for the subject work i.e., Minimum wages, EPF, ESIC etc., as per labor laws.
- 5.5** The BIDDER/ CPSU shall maintain complaint book in the maintenance office and all the complaint will got entered in the said book, which shall be readily available for inspection.
- 5.6** Any major repair which are not covered under regular maintenance / AMC will be paid by Owner for which estimates would be submitted by BIDDER/ CPSU for approval to the Owner. Additionally, BIDDER/ CPSU shall undertake other maintenance work which arises as & when required or as per the requirement of the owner.
- 5.7** If a specialized agency or contractor is so appointed, BIDDER/ CPSU will also undertake the financial control of the work on behalf of the owner to ensure strict adherence to approved cost estimate and budget.

#### **6. AWARD OF WORK**

- a. The bidder achieving the highest combined technical and financial score will be considered to be the successful Applicant and work shall be awarded to the bidder.

The successful bidder shall have to execute the Contract Agreement/MoU as per Standard Contract Agreement/ MoU attached with the bid document as **Annexure –IV & V** for taking up this project with ICSSR.

The successful Agency has to follow GFR & CVC guidelines for awarding/selection

of contractors for particular work if the work is not executed by them departmentally.

- b. The successful Agency shall submit complete details/ timeframe for survey of various Civil, Electrical and Electro-Mechanical equipment of ICSSR establishments, preparation of ARM/ AMC estimates, and estimates for interior/ renovation works, submission of estimates to ICSSR, floating of tenders after receipt of approval by ICSSR, awarding of works to successful agencies etc.,
- c. Agency may float the tender for the works either standalone or in packages based on location wise/sub-region wise etc., for all the ICSSR establishments.
- d. Necessary assistance of ICSSR may be availed for survey/packaging of ICSSR establishments for the purpose of estimation/ tendering.
- e. After submission of estimates to ICSSR, necessary Administrative Approval & Expenditure Sanction will be accorded by ICSSR.
- f. On receipt of Administrative Approval & Expenditure Sanction from ICSSR, the Agency shall prepare the detailed estimates for technical sanction and submit the copy of Technical Sanction and e-Tender Documents to the First Party (ICSSR) before floating e-Tenders, as per their departmental Delegation of Powers (DoPs).
- g. The Tender document (Notice Inviting Tender) shall be prepared and scrutinized and accepted in accordance with the relevant provisions of CPWD Rules/ Publications as per latest amendments.
- h. CPSUs shall be responsible for ensuring quality, quantity, reasonability of rates etc., as per the sound engineering practices and norms followed in government organizations such as CPWD publications/ Bidder's Manuals.
- i. The scope of work can be increased or decreased as per the requirement of ICSSR.

**7. PAYMENT:**

ICSSR shall release initial deposit as per GFR 2017/ CPWD Manual in follow up with latest amendments.

**8. CONFIDENTIALITY**

Information relating to evaluation of bids and recommendations concerning awards shall not be disclosed to the Agencies who submitted the tender or to other persons not officially concerned with the process. The undue use by any Agency of confidential information related to the process may result in the rejection of its tender and may be debarred from participating in future tenders.

**9. Default of agency:** If the performance of the agency is not satisfactory and not corrected within 15 days of receiving notice, then ICSSR shall be at liberty to terminate the contract and get the work executed through other means at the risk and cost of the Agency.

**10. Amicable Settlement of Disputes:** The party shall use their best efforts to settle amicably all disputes arising out of or in connection this contract or the

interpretation thereof.

**11. Disputes:** Any dispute and differences relating to the meaning of the specifications designs, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of work or after the completion or abandonment thereof in respectof which :-

- Amicable settlement has not been reached. The dispute shall be referred to the sole decision of the Member Secretary, ICSSR whose decision shall be binding on both the parties.
- In case of dispute still persisting, the matter will be referred for settlement as per Govt. India Guidelines issued vide O.M. No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 followed by clarification dated 4th July, 2018 and 11th July, 2018. These guidelines were further amended vide DPE OM No. DPE-GM-05/0003/2019-FTS-10937 dated 20.02.2020 and as per No. 05/0003/2019-FTS-10937 dated 14.12.2022 and as per arbitration rules amended time to time.

**12. Integrity Pact:** The agency shall submit the integrity pact duly sealed and signed by the authorized person of the agency along with the technical bid.

# **[SECTION – 3]**

# **QUALIFYING CRITERIA**

1. The interested Agencies are eligible for participation in the bidding process should meet both the following minimum qualifying criteria:
  - i) Public Sector Undertaking should have been set up by the Central Government to carry out civil and electrical works. Proof of authorization for the same should be attached. Organization should have its own engineering wing (Regular staffs) to carry out construction/ maintenance activities of buildings. Consultant agencies are not eligible to participate in bidding process.  
(Or)
  - ii) Central Government organization /CPSU which may be notified by the Ministry of Urban Development (MoUD) (as per GFR Rule 133(3)) for such purpose. Proof of authorization for the same should be attached. Organization should have its own engineering wing (Regular staffs) to carry out construction/ maintenance activities of buildings. Consultant agencies are not eligible to participate in bidding process.
2. The CPSUs who are participating in the bidding process should invariably produce MOA issued by the Register of companies GOI in proof of authorization to undertake Civil and Electrical works.
3. Even though any bidder may satisfy the above requirements, they would be liable to disqualification if they have:
  - (a) Made misleading or false representation or deliberately suppressed the information in the forms statements and enclosures required in the eligibility criteria document.
  - (b) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.
4. Documents to be furnished for along with bid:
  - i) Attested copies of G.O. /Orders issued by the Central Govt. for establishment of the CPSU authorizing for carrying out Civil, Electrical & building works with applicable jurisdiction.
  - ii) All the above documents and relevant documents to signed by Authorized person. The authorization shall be in the form of a legally enforceable written power of attorney duly authorized and shall be submitted along with bid.

### **Minimum Eligibility Criteria**

The interested bidders should meet the following minimum qualifying criteria:

#### **a. Work Experience:**

- i) Experience of having successfully completed similar works during the last 7 years ending initial stipulated last date of submission of tenders as per NIT:
  - a. Three similar works each costing not less than 40% of the estimated cost for interior/ renovation works and 40% of the estimated cost for operation and maintenance works.

OR

- b. Two similar works each costing not less than 50% of the estimated cost for

interior/ renovation works and 50% of the estimated cost for operation and maintenance works.

OR

- c. One similar work costing not less than 80% of the estimated cost for interior/ renovation works and 80% of the estimated cost for operation and maintenance works.

**Similar works shall mean:**

**I. For Interior & Renovation Works: (Categorized in (a) & (b))**

- (a) Interior/ Renovation works like Civil Works, Electrical Works, Audio Visual Works, Sanitary/ Plumbing Works, HVAC Works, Wi-Fi, LAN, EPBAX, CCTV, IT Works, Setting up security system, Firefighting works like smoke detectors, PA system, sprinklers, etc., Furniture Works, Green Wall/ Horticulture Works, Video compressive system, Active LED screens, VIDEO Walls, art works/ sculptures, works at common and exterior space including beautification of open area, outside facade area, Lighting Works/ Acoustic Works all other works required to ready to move office/ conference rooms, cabins, auditoriums including systems, board rooms, etc. of existing Commercial/ Institutional/ Government buildings.
- (b) Restoration, Renovation and Furnishing works of existing building.

**Where,** Restoration shall mean special repair consisting of civil restoration, plumbing works, electrical works, etc. of existing building (of more than at least 50+ years old building).

**II. For Operation & Maintenance Works:**

Comprehensive Annual Repair and Maintenance (Day to Day) and special repairs including all Civil Works, Internal & External Electrical works/DG Sets/Substation equipment, Operation of water supply pumps, Operation & CAMC of VRV's, Lifts, RO & Water Cooler, STP Plants, Fire Fighting System with Wet Riser, Sprinkler & Fire Alarm, (IT Works, Operation & CAMC of Audio & Video Conferencing System etc. for both residential and office space buildings.

**Note: \* For minimum eligibility qualification, Point no. I (a & b) and II both criteria shall be fulfilled by the bidder.**

**\*\* Existing building/ commercial / Institutional building shall mean the completion certificate shall be considered for already constructed building where interior/ renovation and/or restoration works has been done by the bidder. Newly constructed building experience shall not be applicable in this case.**

ii) The past experience in similar nature of work should be supported by certificates issued by the client's organization.

iii) The value of executed works shall be brought to the current level by

enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to previous day of initial stipulated last date of the submission of tenders as per NIT.

**b. Financial Strength:**

- The Average annual financial turn over for last 3 years shall be at least 100 Crores in last three financial year i.e., FY- 2021-22, 2022-23 & 2023-24. The requisite Turnover shall be duly certified by a Chartered Accountant with his Seal/signatures and registration number.

In case of Companies/firm less than 3 years old, the average annual financial turnover shall be worked out for the available period only.

- Net Worth of the company /firm as on 31st March of preceding Financial Year i.e., 2023-24, should be positive.
- The Bidder should at least have earned profit in minimum one year in the available last three consecutive balance sheets (FY 2021-22, 2022-23 & 2023-24).

The bidders are required to upload and submit page of summarized Balance Sheet (Audited) and also page of summarized Profit & Loss Account (Audited) for last three years. No need to submit all the pages of Balance Sheet. Summary shall also work.



**CRITERIA AND EVALUATION**  
**(Quality cum cost-based System)**

The detailed criteria for evaluation of tenders invited on Quality and Cost based system shall be as under:

**1.0 Technical Evaluation:**

To become eligible for Technical Bid Evaluation, the bidder must meet the Minimum Eligibility Criteria as per NIT. (Only the bids, meeting the minimum eligibility criteria, as per NIT, will be considered for Stage-A, Stage-B & Stage- C evaluation)

**1.1 STAGE – A:**

Marks system for the evaluation is as under: **Total= 100 marks**

<b>1. Project Capabilities</b>			
Work Experience: Experience of Project Management Consultancy services for successfully completed similar works			<b>20 Marks</b>
(i)	a. Bidder who have/ are executing operation and maintenance works of minimum 10 Lakhs sq. ft. built up area in last year FY 2023-24. Or b. Bidder who have/ are executing interior/ renovation works of minimum 2 Lakhs sq. ft. carpet area in last year i.e., FY 2023-24.		05
(ii)	a. Bidder who have/ are executing operation and maintenance works of minimum 25 Lakhs sq. ft. built up area in last year FY 2023-24. Or b. Bidder who have/ are executing interior/ renovation works of minimum 3.5 Lakhs sq. ft. carpet area in last year i.e., FY 2023-24.		05
(iii)	a. Bidder who have/ are executing operation and maintenance works of minimum 50 Lakhs sq. ft. built up area in last year FY 2023-24. Or b. Bidder who have/ are executing interior/ renovation works of minimum 5 Lakhs sq. ft. carpet area in last year i.e., FY 2023-24.		10
<b>2. In-house Manpower/ Key Personnel to be assigned as part of Project Team</b>			
	<b>Qualification</b>	<b>Remarks</b>	<b>05 Marks</b>
A	B. Tech in Civil Engineering and having a minimum of 05-year Experience	To tackle the interior/ renovation works as well as Operation and maintenance works pertaining to civil	

		works at site	05 Marks
B	B. Tech in Electrical Engineering and having a minimum of 05-year Experience	To tackle the interior/ renovation works as well as Operation and maintenance works pertaining to electrical works at site	
C	B. Tech in Mechanical Engineering and having a minimum of 05-year Experience	Operation and maintenance works pertaining to Mechanical equipment at site. The official under this head shall be deployed as and when required by ICSSR.	
<b>Total Marks Stage A</b>			<b>25 Marks</b>

**1.2 STAGE-B: Project Execution**

<b>A.</b>	<b>ISO Certification &amp; Schedule of Company</b>	<b>25 Marks</b>
(i)	ISO 9001: 2015 BIS Certification specifically in Interior/ Renovation/ Retrofitting Works as Project Management Consultancy Agency	05
(ii)	Schedule A Company or its wholly owned subsidiary	10
(iii)	<b>a.</b> Bidder shall have/ or shall be maintaining 5 Star and 3 Star GRIHA Rating building operation & maintenance.	05
	<b>b.</b> Shall have completed execution part of project (i.e., work executed at site by contractor engaged by Bidder) of atleast 84,000 sq. ft. built-up area in 150 days.	05

<b>B.</b>	<b>Restoration, Renovation and Furnishing Works and Interior Works &amp; Operations and Maintenance works</b>	<b>Value of work</b>	<b>20 Marks</b>
(i)	a. Restoration, Renovation and Furnishing Works	10 Cr Value	05
	b. Interior Works	15 Cr Value	07
	c. Completion Certificate of Operation & Maintenance works of building	20 Cr Value	10
(ii)	a. Restoration, Renovation and Furnishing Works	10 Cr Value	02
	b. Interior Works	25 Cr Value	03
	c. Operation & Maintenance works of building	40 Cr value	05
(iii)	a. Restoration, Renovation and Furnishing Works of minimum of.	05 Cr Value	02
	b. Interior Works of minimum of.	10 Cr Value	03
	c. Operation & Maintenance works of building of minimum executed for	18 Cr value	05

	single Client.		
<b>C.</b>	<b>Prestigious Works</b>		<b>10 Marks</b>
(i)	Operation and Maintenance and Interior/ Renovation Works of any of the Prestigious building (s) as mentioned by CPWD Maintenance Manual 2023 Annexure 12		10
	<b>Total Marks Stage B</b>		<b>55 Marks</b>

### 1.3 STAGE-C: Project Execution

Sl. No.	Presentation by Bidders to ICSSR	Remarks
01	Operation & Maintenance Works:	
(a)	Operation & Maintenance of Civil, Electrical works, O & M of MEP installations like Operation and Routine Maintenance of E & M Equipment including Electrical Sub stations, VRV's, firefighting system, transformers, HT/ LT Panels, DG Sets, Split AC's, STP/ ETP, WTP, goods/ passenger lifts, Solar Plants, RO Plants, comprehensive maintenance of HVAC.	05 Marks
02	Renovation Projects:	
(a)	Detailed Project showcasing the completed projects in line up with similar works definition along with before/ after pictures, approach made to complete the project.	10 Marks
(b)	Methodology to be followed for Planning, Designing and Execution of Interior/ Renovation Works.	05 Marks
	<b>TOTAL Marks Stage C</b>	<b>20 Marks</b>
	<b>TOTAL for Stage A +B +C</b>	<b>100 Marks</b>

The bidders securing 70% & above marks in aggregate in Stage-A, Stage- B & Stage- C combined will qualify for Opening of Financial Bid.

Combined Technical score of Stage-A, Stage- B & Stage- C shall be "St" as under:  $St = \text{Total marks of bidder in } \{ \text{Stage-A, Stage- B \& Stage- C} \}$

### 2.0 Financial Evaluation

The Financial bid of those bidders whose documents are found to be in order and who qualify in technical evaluation will be opened after presentation as per notification. (Financial Bid shall be as per Section- 4 Financial Proposal)

The lowest Financial Bid (Fm) will be given a financial score (Sf) of 100 points.

The financial scores (Sf) of the other Financial Bids will be determined using the following formula:

In which,

$$Sf = 100 \times Fm/F$$

Sf is the financial score,

Fm is the lowest Financial Bid, and

F is the Financial Bid under consideration.

### 3.0 Final Evaluation of Bid

The final selection shall be based on QCBS i.e Quality and Cost based Selection.

Bids will finally be ranked in accordance with their combined technical (St) and financial (Sf) scores:

$$S = St \times Tw + Sf \times Fw$$

Where,

S is the combined score, and

Tw and Fw are weights assigned to Technical Bid and Financial Bid that will be 0.70:0.30 respectively.

The bidder achieving the **highest combined technical and financial score (S)** will be considered to be the successful Applicant and work shall be awarded to the bidder.

**[SECTION - 4]**

**FINANCIAL  
PROPOSAL**

**FINANCIAL BID**

**NAME OF WORK:** Renovation/ interior works and operation & maintenance at ICSSR, Aruna Asaf Ali Marg, New Delhi and ICSSR Goa.

**NAME OF AGENCY:**

<b>Sl. No.</b>	<b>Description</b>	<b>Centage * (in figures &amp; words)</b>
<b>1.</b>	<b>CENTAGE** for Execution,</b> Restoration, Renovation/ Addition and Alteration/ Modernization/ Interior and Exterior works of existing structure.  <b>Supervision of</b> Operation and Maintenance of E & M Equipment including Electrical Sub stations, VRV's, firefighting system, DG Sets, STP/ ETP/ WTP and their sewage conveying system, goods/ passenger lifts, Solar Plants, RO Plants, comprehensive maintenance of HVAC, Operation and Maintenance of AV works, Access Control, PA systems, security systems, Maintenance of Civil & Electrical works etc., as per requirement of ICSSR).	_____ %

Seal of the Organization

**Signature of the Authorized Signatory \*\***

**Date:**

**\* To be quoted in percentage with two decimal places both in figures and words distinctly. Centage means charges on the Final value of work executed.**

**\*\* Authority letter from the Competent Authority for signing the Bid Document is to be enclosed. Stamp impression must show the Name, Designation, Office etc.**



**ACCEPTANCE OF BID CONDITION**  
**(On the Letter Head of the Organization)**

To,

**The Administrative Officer,  
Indian Council of Social Science Research (ICSSR)  
JNU Institutional Area, Aruna Asaf Ali Marg,  
New Delhi - 110067 (INDIA)**

**SUB:** Renovation/ Interior works at ICSSR, New Delhi

**REF:** Bidding Document No. \_\_\_\_

Sir,

1. With reference to above, I / We are pleased to submit our bid / offer for the above work and I / we hereby unconditionally accept the terms & Conditions of Bid Documents and Standard Contract Agreement / MoU in its entirety for the above work.
2. I / We are eligible to submit the bid for the above work and I / we are in possession of all the required and relevant documents.
3. I / We have read all the terms and conditions of the **STANDARD CONTRACT AGREEMENT / MoU** as well as Bid Document and agree to sign the same in case of award of work.
4. I / We have submitted all the documents as per Notice Inviting Expression of Interest.
5. I / We undertake and confirm that similar work (s) has / have got executed in \_\_\_\_\_ Departments/ Govt. Organizations. Further that, if such a violation comes to the notice, then I / we shall be debarred for bidding in future forever.
6. I / We have separately enclosed an undertaking in the format as per Annexure – II.

Yours faithfully,

(Signature of the Authorized Representative)With Rubber Stamp

Dated: \_\_\_\_\_

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

**Note:** This letter shall be signed by the authorized officer of the organization having valid authority letter from competent authority.

**UNDERTAKING**

**(On the Letter Head of the Organization)**

**To,**

**The Administrative Officer,  
Indian Council of Social Science Research (ICSSR)  
JNU Institutional Area, Aruna Asaf Ali Marg,  
New Delhi - 110067 (INDIA)**

**SUB:** Renovation/ interior works and Operations & Maintenance work at ICSSR New Delhi.

**REF:** Bidding Document No. \_\_\_\_

**Sir,**

We undertake that –

1. I / We have no business or any other relationship with any of the ICSSR Staff /Member of the Corporation.
2. I / We have not employed any former employee of ICSSR to work for our organization.

Or

I / We have employed ICSSR Staff / Member of the Corporation as per list attached to work for our organization and certify that there is no conflict of interest.

3. I / We have not been debarred on hold or blacklisted by any department / Organization to execute their works.
4. I / We have not suppressed or concealed any information pertaining to works executed by us.
5. I / We have not made any misleading or false representation or deliberately suppressed information in the form of statements and enclosures required for eligibility criterion.
6. I / We have not abandoned any work and left work incomplete due to financial failures / weaknesses or have a record of poor performance.
7. I / We hereby clarify that all the documents produced by me are correct in my knowledge.

Yours faithfully,

(Signature of the Authorized Representative)With Rubber Stamp

Dated: \_\_\_\_\_

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

**Note:** This undertaking should be signed by the authorized officer of the organization having valid authority letter from competent authority.

## Annexure-III

### **Brief Description & Scope of Work(for illustration only)**

INDIAN COUNCIL OF SOCIAL SCIENCE RESEARCH (ICSSR) UNDER Ministry of Education invites online bid as per the **Quality cum cost-based System** on behalf of the Administrative Officer, ICSSR offer from eligible Central Govt./ Central Public Sector Undertaking (CPSU) for entering into Memorandum of Understanding (MoU) for taking up the (a) Annual Repair and Maintenance/ Special Repairs of Civil and Electrical works of buildings including Operation of various Electrical/Electro- Mechanical Services, Equipment's and plants and (b) interior/ renovation works **on deposit mode of work execution basis as per GFR Rules** in the ICSSR Delhi for **2 (two) years**. The MoU has an option to extend for further period of two-year subject to satisfactory performance of the agency during the contract period with mutual consent.

#### **Scope of Works:**

- **For Operation & Maintenance Works:**

Operation and Maintenance of E & M Equipment including Electrical Sub stations, VRV's, firefighting system, DG Sets, STP/ ETP/ WTP and their sewage conveying system, goods/ passenger lifts, Operation and Maintenance of AV works, Access Control, PA systems, Maintenance of Civil & Electrical works.

- **For Interior & Renovation Works: (Categorized in (a) & (b))**

- (a) Interior works of office space including Civil, Electrical, Audio-Visual Works, Sanitary/ Plumbing Works, HVAC Works, WIFI, LAN, EPBAX, CCTV, IT Works, Furniture Works, PA, smoke Detectors, Lighting Works/ Acoustic Works, Art Works/ Sculptures and all other works required to ready to move office/ conference rooms, etc.
  - (b) Restoration, Renovation and Furnishing works of building/ space including both interior and exterior space.
- Additional scope of work including General Scope of work for ICSSR Delhi:
    - i) Administrative Block:
      - a) Repairing/ Replacement of windows (wherever required)
      - b) Sound proof/ Acoustic Upvc triple track windows for cabins.
      - c) Automatic Sensor Doors.
      - d) Renovation/ Modernization of lift lobby areas.
      - e) Floor spring machines for aluminum doors.
      - f) False Ceiling with acoustic materials along with design patterns.
      - g) Audio video works with interactive display panels and active LED signage walls for information and presentation at all corridor and lobby areas in Administrative block at all floors i.e., exhibition gallery matching static and dynamic AV work requirements with centralized server room for each floor and centralized operating room of all floors.
      - h) Renovation of rooms of senior managements
      - i) Renovation of several departments in academic blocks.

- j) Renovation of conference rooms.
- k) Construction of Auditorium.

1. The ICSSR will assign the following types of interior/ renovation and repairs & maintenance works to agency on deposit mode of work execution basis for carrying out above said works on its existing infrastructure comprising of office buildings, Guest House, Hostel Building, M.S. House, Staff Quarters and Services including Equipment and Plants rendering specialized services:

**Special & Particular Conditions:**

- CPSU shall maintain separate bank account for transactions from ICSSR and interest accrued shall be credited to ICSSR.
- Manpower attendance register with necessary cross checks is to be maintained properly.
- Uniform, ID Card, tools & plants, safety gears i.e. gloves, boots, helmets, rain coats, etc. to the deployed manpower have to be provided by the agency.
- The Working Staff should be professionally qualified and must be trained.
- The agency shall ensure that necessary complaint registers are maintained for lodging of complaints by the end users. The complaint registers shall be periodically monitored by responsible Engineer(s) of CPSU, so as to ensure that the complaints are attended in time by the contract agencies. After attending of each complaint, necessary signature of the complainant/end user shall be obtained as a token of acceptance. ICSSR reserves the right to inspect the Complaint registers as and when necessary, so as to ensure smooth execution of works and to regulate advance fund deposits
- The site for the work is readily available for site visit.
- Conditional bids if any shall summarily be rejected.

**MEMORANDUM OF UNDERSTANDING**

**(A) Memorandum of Understanding (MoU) for Interior/ Renovation Works**

THIS Memorandum of Understanding is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2024, between The **Indian Council Of Social Science Research (ICSSR)** (hereinafter called the '**Employer**') having its registered office at **JNU Institutional Area, Aruna Asaf Ali Marg, New Delhi - 110067 (India)** And The Terms '**Employer**' Shall Mean And Include Its Heirs, Administrators, Executors And Assigns On **One PART/ FIRST PARTY**.

AND

**CPSU/ BIDDER** having its Registered office at ..... (hereinafter called the '**CPSU/ BIDDER**') and the term the '**CPSU/ BIDDER**' shall mean and include its heirs, administrators, executors and assigns on the **OTHER PART/ SECOND PARTY**.

WHEREAS, the **ICSSR** has agreed to for awarding/ entrusting the works to CPSU/ BIDDER on nomination basis relating to planning, designing and execution of "**Interior/ Renovation Works of ICSSR**" (hereinafter referred to as '**Project**') as deposit work on the terms and conditions set forth and whereas the CPSU/ BIDDER has agreed to undertake and complete the works accordingly on the terms and conditions set forth.

Now, therefore, in consideration of the premises and mutual agreements, covenants and condition set-forth that shall form an integral part of this MOU, it is hereby agreed by and amongst the parties as follows: -

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

**1.0 DEFINITIONS**

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

- i) '**Employer**' means **Indian Council Of Social Science Research (ICSSR)** having its registered office at **JNU Institutional Area, Aruna Asaf Ali Marg, New Delhi - 110067 (India)**
- ii) "**Force Majeure**" Shall have the meaning ascribed to it in clause 7 of this MoU.

- iii) **'Approval'** means approval in writing by the designated officer of the Employer.
- iv) **'CPSU/ BIDDER'** means **CPSU/ BIDDER** having its Registered office at **Delhi/NCR.**
- v) **'Contractor'** means the contractor or contractors or suppliers or agencies employed by the CPSU/ BIDDER for the work(s) as detailed herein, or any connected work, including the CPSU/ BIDDER itself in case any work is done directly by the CPSU/ BIDDER.
- vi) **"Completion"** Shall have the meaning ascribed to it in clause 5 of this MoU.
- vii) **"CTE"** means Chief Technical Examiner.
- viii) **"CVC"** means Central Vigilance Commission, Government of India.
- ix) **"CAG"** means Comptroller and Auditor General, Government of India.
- x) **"SANCTIONED COST"** means the cost approved by **ICSSR** based on the prevailing CPWD Plinth Area Rates (**"PAR"**) /CPWD DSR enhanced by Prevailing Cost Index ("PCI") and market rate analysis for items which are not included in CPWD PAR, including employees state insurance ("ESI) & Employees Provident Fund ("EPF") as applicable, contingencies and CPSU/ BIDDER's Agency Charges.
- xi) **"APPLICABLE TAXES"** shall mean any and all present & future taxes including good & services tax, levy, impost, duty, stamp duty charges, registration charges, fee, deduction of withholding in the nature of tax wherever imposed, levied, collected, withheld or assessed by any government authority pursuant to the applicable laws.
- xii) **"PROJECT FUND"** means funds available for the project by **ICSSR.**
- xiii) **"SCOPE OF WORK"** means requirements pertaining to the project as informed / intimated by **ICSSR.**
- xiv) **"ESTIMATED COST"** means the budgetary cost approved by **ICSSR** for the project.

## **2.0 RESPONSIBILITIES OF THE CPSU/ BIDDER**

- 2.1 Subsequent to signing of the MoU, CPSU/ BIDDER shall take possession of encumbrance's free site from the ICSSR or on phased manner and shall nominate a responsible Engineer for execution of the project under intimation to ICSSR.

- 2.2 The planning, designing of the project shall be done by the CPSU/ BIDDER. CPSU/ BIDDER shall prepare architectural concept and other services drawings as per the scope of works provided/required by ICSSR. CPSU/ BIDDER shall prepare preliminary cost estimate based on approved architectural concept/ other services drawings & specifications approved by ICSSR. Preliminary cost estimate 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 **ICSSR**.
- 2.3 **CPSU/ BIDDER** shall prepare tender documents comprising the technical specification, BOQ, general terms and conditions, special conditions etc. and decide on inviting tenders either on engineering procurement construction (EPC)/ item-based tender/ percentage rate tender/ any other method of **CPSU/ BIDDER**. For efficient Project execution, if required, **CPSU/ BIDDER** shall decide on sub packaging of the entire work. **CPSU/ BIDDER** shall invite open tender based on prevalent / established prequalification criteria. **CPSU/ BIDDER** shall award the work within sanctioned cost (excluding agency charges) to the technically qualified lowest bidder.
- 2.4 If there is an increase in L-1 tendered cost vis a vis sanctioned cost (excluding agency charges) then **CPSU/ BIDDER** shall put up a proposal to the **ICSSR** for sanction of the revised cost with supporting documents and technical justification immediately when the situation arise.
- 2.5 **CPSU/ BIDDER** shall make all the statutory payments to the local government or any other statutory body or bodies relating to the Project from the Project Fund.
- 2.6 **CPSU/ BIDDER** 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.
- 2.7 **CPSU/ BIDDER** shall be wholly responsible for any observations and/or comments and, if any, defects pointed out by C.T.E and/or C.V.C and/or C.A.G in the planning & procedures of execution of the Project.
- 2.8 **CPSU/ BIDDER** shall have the absolute authority to, extension of time, cancel or determine cancellation of contract, either in full or parts with the prior approval of ICSSR, if the Contractor fails to perform / complete the work, due to inferior workmanship etc. **CPSU/ BIDDER** shall get the balance work completed at the risk and cost of the Contractor / subcontractor and the penalty be imposed as per CPWD Manual/Rules.
- 2.9 Any defects discovered and brought to the notice of the **CPSU/ BIDDER** during the period aforesaid shall be rectified by the Contractor appointed by the **CPSU/ BIDDER**. **CPSU/ BIDDER** 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 **CPSU/ BIDDER** at the cost and expense of the Contractor.

- 2.10 **CPSU/ BIDDER** reserves the right to make variations / deviations in the Schedule of Quantities with the approval of ICSSR within the sanctioned cost as approved by ICSSR as per actual site conditions to fulfill the scope of work.

### **3.0 RESPONSIBILITIES OF THE ICSSR**

- 3.1 The **ICSSR** shall provide to **CPSU/ BIDDER** all Project related requirements/ detailed scope of works for planning/designing pertaining to the Project.
- 3.2 **ICSSR** shall demarcate and hand over the site free of all encumbrances or charges to **CPSU/ BIDDER** or in phased manner. It is further clarified that **CPSU/ BIDDER** shall not be held responsible by the ICSSR for any encumbrance or encroachment related litigation, continuing or future, which may arise in relation to the site and in case, CPSU/ BIDDER is involved in any such suits arising out of the site, continuing or threatened, the ICSSR shall extend all possible support to CPSU/ BIDDER in such litigation before any court or tribunal.
- 3.3 The **ICSSR** shall exercise its responsibility as the owner of the Project by signing the drawings required for Statutory Authorities and also by giving necessary authorization to CPSU/ BIDDER to seek approvals from local bodies of statutory authorities for the planning and execution as contemplated in this agreement from time to time. However, the **ICSSR** shall help the CPSU/ BIDDER to the extent of writing letters to local bodies regarding getting such approvals. CPSU/ BIDDER shall be responsible to coordinate for approvals from local bodies pertaining to interior works only.
- 3.4 **ICSSR** shall give / convey the approval of the sanctioned cost of the Project for its execution. **ICSSR** shall also convey / grant timely approvals to the revised cost estimates as submitted by the **CPSU/ BIDDER** along with proper justification. Any delay in approval/ modification/ fabrication/ readjustment in initially approved design layout/ estimate by **ICSSR** shall result in extension of time for which **ICSSR** shall be grant extension for execution of project to **CPSU/ BIDDER**.
- 3.5 **ICSSR** shall release the funds/payments comprised in the Project Funds on phased manner promptly and as and when required by CPSU/ BIDDER to ensure that the progress of work is not hampered due to non-availability of funds.



3.6 **ICSSR** shall nominate authorized nodal officer/ to inspect and check the 'construction work' from time to time to see that the construction works are being carried out as per drawings & specifications as provided in the approved cost estimate. If during the inspection, any defects or variation without the written request of the **ICSSR** are found, then the same shall be rectified by the CPSU/ BIDDER through its deployed contractors for which no extra payment will be made to concerned agency.

#### 4.0 PAYMENT TERMS

4.1 CPSU/ BIDDER shall execute the Project on "Deposit work basis" on behalf of **ICSSR** and shall be paid the actual cost of Project plus the Agency charges @ ..... excluding GST on the actual cost of the Project for Architectural & Engineering Services for planning, designing, execution, Project Management, Supervision Services. However, GST as applicable on actual cost and GST as applicable on PMC shall be payable by **ICSSR** to **CPSU/ BIDDER** in addition to above of this paragraph.

4.2 The expression '**actual cost of project**' shall include the following:

- a) All the final payments made to the contractor(s), sub-contractor(s), supplier(s), agency as agreed upon in the tender for the construction of all the buildings, services, related facilities etc.
- b) All costs of materials acquired for the Project and used on the work, either directly or through the contractor(s) including storage charges, carriage and any other incidental charges connected with such materials but excluding the material not incorporated or not handed over to the **ICSSR**.
- c) All cost of labour and manpower deployed on the Project works by the **CPSU/ BIDDER** on its own or through labour contractors or even its own manpower provided to contractors for execution of the works.
- d) Actual cost of site survey, soil testing charges, structural stability test (if any), laboratory charges for testing of any material, manufactured or built items including the cost of cartage of samples to and from the laboratory.
- e) The cost towards vetting of design/drawings (if required) from any reputed institute and/or their services for consulting any matter concerning the Project.
- f) All monetary liabilities of the **CPSU/ BIDDER** towards the contractors/ sub-contractor, suppliers and other agencies to the extent these falls within the definition of actual cost as may be left outstanding at the time of payment of final bill provided, they have been accepted by the **CPSU/ BIDDER** as balance payment against final bill of these agencies.

- g) All additional costs as payable to contractors /vendors/labors etc. on account of risk & cost action against contractor.
- h) Cost incurred towards or as payable to architect (consultant) /contractors/ vendors/ labours, etc. due to cancel of awarded work because of reasons solely attributable to **ICSSR** after signing of MOU.
- i) 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 **ICSSR** 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.
- j) 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 **ICSSR** and the **CPSU/ BIDDER**, in which case, each party shall bear its own costs.

4.3 The actual final cost of work shall not include:

- a) Cost of land.
- b) Cost paid by the ICSSR to local Government or any other statutory body or bodies for getting approvals for the project etc.

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

4.5 In case of non-receipt of the payment, any extra cost incurred by **CPSU/ BIDDER** 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 **CPSU/ BIDDER** by the **ICSSR**.

4.6 The payment schedule from **ICSSR** to **CPSU/ BIDDER** shall be as follows:

- i) 1 % of the estimated cost shall be released by **ICSSR** to **CPSU/ BIDDER** on finalization of design layout within 15 working days as first tranche.
- ii) Further 1 % of the estimated cost shall be released by **ICSSR** to **CPSU/ BIDDER** on floating date of tender within 15 working days as second tranche.

- iii) Remaining balance shall be proportionally claimed by **CPSU/ BIDDER** through RA bills as per the actual work done during execution with all supporting documents as desired by ICSSR.
- iv) The payments by the **ICSSR** shall be made by transfer of funds in a bank account of **CPSU/ BIDDER** or through demand draft/cheque /RTGS/NEFT.
- v) The ICSSR shall give initial deposit of 25% (twenty-five percent only) advance of the estimated cost on signing of the MOU to **CPSU/ BIDDER**. This initial deposit would be retained for adjustment against the last portion of the estimated expenditure.

**Note:** If the **ICSSR** proposes for discontinuation of services of Implementing Agency CPSU/ BIDDER after finalization of design layout and/ or preparation of tender documents like BOQ, technical specifications, make list, etc., the charges from **ICSSR** shall be claimed as **01 % (one percent only)** of the estimated cost.

- 4.7 The **CPSU/ BIDDER** shall give to the **ICSSR**, their fortnightly reimbursement bill showing description of work done, quantity & value of services rendered and Applicable Tax along with their expenditure claim (including agency charges) duly certified by a representative of **CPSU/ BIDDER** on the Project, for reimbursement of expenditure incurred. The **ICSSR** shall release the payment within 15 (fifteen) days of submission of fortnightly invoices/reimbursement bill generated by the **CPSU/ BIDDER**. On completion of work, the accounts of the works shall be closed and a final statement along with all related documents/drawings as required by ICSSR shall be submitted for settlement along with refund of excess deposit received. All government rules & regulations pertaining to Applicable Taxes shall be applicable and binding on both **ICSSR & CPSU/ BIDDER**.
- 4.8 Notwithstanding anything contained in this MOU, the ICSSR understands that the uninterrupted fund flow in accordance with the agreement in the key essence for execution of the contract. The ICSSR understands that any delay in release of payments to CPSU/ BIDDER by the employer shall result in corresponding delay in release of payment to agencies by CPSU/ BIDDER for execution of the work and that the ICSSR shall be solely responsible for all the liabilities arising out of any court decree or arbitration award arising from such delay on part of ICSSR. However the delay in the part of CPSU/ Bidder if any proved by the ICSSR or by the court/ arbitration award will be borne by the CPSU/ Bidder.

## **5.0 COMPLETION OF THE PROJECT**

- 5.1 The date of start of the work shall be reckoned from the 10<sup>th</sup> day after the payment of advance or the date of handing over the site or sanction of

estimate or approval of drawings by the statutory authorities or letter of award of work to CPSU/ contractor whichever is later.

- 5.2 CPSU/ BIDDER shall submit completion report/ certificate with all details of work and drawings to ICSSR/ Client.
- 5.3 The defect liability period of the Project shall be 12 months after completion of work or taking over of part works, whichever is earlier.

## **6.0 LIQUIDATED DAMAGES**

- 6.1 **CPSU/ BIDDER** shall be required to complete the construction of Project within the period stipulated in this MoU. In case of delay, which may occur due to the reasons beyond the control of **CPSU/ BIDDER, CPSU/ BIDDER** would intimate the **ICSSR** with full details of extension in time limit for completion of the works.
- 6.2 In case, completion of the project is delayed due to reasons solely attributable to the contractors\Agencies\Suppliers engaged for the project by the Executing Agency, the Executing Agency shall impose liquidated damages @ 01% (one percent) on awarded contract value for each week of delay subject to a maximum of 10% (ten percent) of the awarded contract value and the benefit shall be passed on to the **ICSSR**.
- 6.3 In case the Project is delayed due to reasons not attributable to CPSU/ BIDDER beyond the time like approval of design layout, funds, etc. within 21 days or as mutually decided, **CPSU/ BIDDER** shall be entitled for extra payment for staff salaries overhead and logistics etc. on actual basis beyond the time initially decided mutually. This shall be in addition to the agency charges payable to CPSU/ BIDDER in clause no. 4.1 above.-
- 6.4 The **CPSU/ BIDDER** shall be fully responsible to defend any suits or arbitration / Court cases on behalf of ICSSR arising out of project in connection with the work between the **CPSU/ BIDDER** and its Contractor(s) and any award/decrees during the construction stage or post completion of work, shall be payable from the Project Fund / Employer. However, CPSU/ BIDDER shall not charge Agency Charges on such Arbitration award(s)/ court decree(s) in the favor of contractor(s). In case of delay is on the part of CPSU/ Bidder the expense will be borne by CPSU/ Bidder.

## **7.0 FORCE MAJEURE**

CPSU/ BIDDER shall not be considered in default if delay in completion of work occurs due to causes beyond its control including but not limited to

delay in completion of the work occurs due to cause beyond its control such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riots and acts of unsurpassed power. The **CPSU/ BIDDER** shall notify '**ICSSR**' 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.

Insurance of man and material will be borne by CPSU/ BIDDER.

## **8.0 DISPUTE SETTLEMENT**

In the event of any disputes relating to the interpretation and/or application of the provisions of the contracts, (whether during the progress of the works or after their completion) the same shall be settled amicably through mutual discussions or shall be referred by letter by either party to the Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) under the Department of Public Enterprises, Ministry of Finance, Government of India as mentioned in DPE OM No 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 followed by clarification dated 4th July, 2018 and 11th July, 2018. These guidelines were further amended vide DPE OM No. DPE-GM-05/0003/2019-FTS-10937 dated 20.02.2020 and as per No. 05/0003/2019-FTS-10937 dated 14.12.2022 and as per arbitration rules.

## **9.0 Scope of Work**

Scope of work can be increased or decreased as per requirement of ICSSR and MoU/ Contract with CPSU/ BIDDER can be closed after issuing three months' notice by both the parties.

## **10.0 JURISDICTION**

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

Signed at New Delhi on this day as mentioned above.

**FOR and on behalf of  
First Party:**

**FOR and on behalf of  
Second Party:**

Witness:

Witness:

1

1

2

2

**(B) Memorandum Of Understanding (Operation and Maintenance Works)**

This Agreement made on this \_\_\_\_ day of \_\_\_\_\_ 2023 between the **Indian Council of Social Science Research, Aruna Asaf Ali Marg, New Delhi (hereinafter referred to as the "Owner")** which terms repugnant to context thereto shall mean and include its heirs administrators, executors and assigns of the **ONE PART/ FIRST PARTY**.

AND

**CPSU/ BIDDER** having its Registered office at ..... (Hereinafter called the `CPSU/ BIDDER') and the term the `CPSU/ BIDDER' shall mean and include its heirs, administrators, executors and assigns on the **OTHER PART/ SECOND PARTY**.

WHEREAS, the Owner has decided to award/entrust the works on nomination basis relating to "**Operation & Maintenance works a at ICSSR Aruna Asaf Ali Road, New Delhi**" as deposit work as per terms and conditions set forth herein and whereas the **CPSU/ BIDDER** has agreed to undertake the said works relating to Operation & Maintenance works at Indian Council of Social Science Research as described herein below (referred to hereinafter as the 'O & M Works'), and execute the same as the Maintenance Agreement' on behalf of the Owner.

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

**1.0 DEFINITIONS**

In the Agreement, the following expressions shall unless the context otherwise requires, have the meaning hereby respectively assigned to it,

- i) "**Owner**" means the ..... (**CLIENT**).
- ii) "**EXECUTING AGENCY**" means the **CPSU/ BIDDER** responsible for executing the O & M works on behalf of the owner in the said premises.
- iii) "**CONTRACTOR**" means the contractor or contractors or suppliers or agencies employed by the Executing Agency for the purpose of execution of the project or any connected works, and may include the Executing Agency itself in case any work is done directly by the Executing Agency
- iv) '**Approval**' means approval in writing by the designated officer of the Owner.
- v) "**CVC**" means **Central Vigilance Commission, Government of India**
- vi) "**CTE**" means **Chief Technical Examiner under CVC**.

vii) "C & AG" means **Comptroller & Auditor General, Government of India.**

NOW THEREFORE, THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

## **2.0 SCOPE OF WORK:**

2.1 The scope of work shall be strictly limited to the following services:

CPSU/ BIDDER shall maintain the services premises i.e., Operation and Maintenance of E & M Equipment including Electrical Sub stations, VRV's, firefighting system, DG Sets, STP/ ETP/ WTP and their sewage conveying system, goods/ passenger lifts, RO Plants, comprehensive maintenance of HVAC, Operation and Maintenance of AV works, PA systems, Maintenance of Civil & Electrical works.

However, all scope shall be as per Annexure III

Additionally, CPSU/ BIDDER shall undertake other maintenance work which arises as & when required or as per the requirement of Employer and the same shall be claimed from ICSSR on prevailing market rates duly approved by ICSSR or as per CPWD norms excluding GST + CPSU/ BIDDER's % charges.

Other than this any services, workforce / material, if required by Owner, shall be arranged / provided by Executing Agency. Other than maintenance work, capital work if any executed as per request of owner shall be charged as prevailing in the market rates duly approved by ICSSR or as per CPWD norms excluding GST.

## **2.0 RESPONSIBILITIES OF THE EXECUTING AGENCY**

- 3.1 The O & M works shall be executed as per the code (s) of practice of Bureau of Indian Standards, General Specification in force in the CPWD or any such other specifications as may be decided with the consent of owner.
- 3.2 The staff to be employed on O & M works shall be engaged by CPSU/ BIDDER through its contractor(s) on behalf of the owner. Further the said staff will be assessed by CPSU/ BIDDER periodically and the same will be provided as per Owner's requirement. However, all statutory obligations against labour Laws viz Minimum wages, ESI & EPF etc. will be taken care by CPSU/ BIDDER and its contractor(s).
- 3.3 " **CPSU/ BIDDER** " will be responsible for the proper maintenance of the said Premises. CPSU/ BIDDER shall get the work of operation and maintenance executed, on behalf of the ICSSR, either through its own staff or by

outsourcing/awarding the work of maintenance and specialized work on behalf of ICSSR, to the specialized agency in the respective field by following the CVC/ CPSU/ BIDDER norms. In case a specialized agency is deemed necessary to be appointed, the ICSSR shall issue requisite authority in favor of the CPSU/ BIDDER to enter into such agreements with such specialized agencies or contractor/ sub-contractors with the consent of ICSSR.

- 3.4 " **CPSU/ BIDDER** ", on behalf of the ICSSR, will also undertake the supervision of the sub-contractor's work for adherence to the quality of the work as per terms and conditions and other contractual obligations/stipulations of respective contracts to ensure proper operation and maintenance of the said Premises and/or any associated services.
- 3.5 If a specialized agency or Contractor is so appointed, ' CPSU/ BIDDER ' will also undertake the financial control of work, on behalf of the ICSSR, to ensure the strict adherence to approved cost estimates and budgets.
- 3.6 "CPSU/ BIDDER" shall be wholly responsible for any observations/comments/defects pointed out by CTE/CVC/CAG or by ICSSR in the planning & procedures of execution of the said O & M works.
- 3.7 '**CPSU/ BIDDER**' shall carry out necessary prevention maintenance at regular intervals in addition to routine O & M works to ensure proper functioning of services and to prevent breakdown etc. at the said premises. For this purpose, CPSU/ BIDDER will make use of technical expertise of the agencies involved in operation and maintenance of services at CLIENT for preparing a report at every six months to ensure smooth functioning of services and prevent major breakdown. CPSU/ BIDDER shall carry necessary maintenance works only after receiving express approval from the ICSSR.
- 3.8 CPSU/ BIDDER shall ensure the operation of services. As per scope of work defined in clause 2.0 subject to extent of interruption due to mechanical defect and/or electric failure or fault. In the event of any mechanical defect or electric failure, CPSU/ BIDDER shall make all necessary efforts to rectify the same. However, all cost towards the material, special repair, major repair shall be paid by the ICSSR on demand by CPSU/ BIDDER as per clause no 6.0. Major repair which are not covered under regular maintenance CAMC will be paid by ICSSR for which estimates would be submitted by CPSU/ BIDDER for approval to ICSSR.
- 3.9 '**CPSU/ BIDDER**' shall not be liable on account of any harm/loss/damage or physical injury which may be caused on account of breakdown of power or on account of fault of Owner's employees or theft or on account of acts of God, riots, civil commotion etc. The Owner shall be separately charged for the repair or replacement with respect to physical damage or loss caused by the Owner and/or its agents or representatives or guests.



3.10 The CPSU/ BIDDER shall maintain complaint book in the maintenance office and all the complaints will be got entered in the said book which shall periodically seen by CPSU/ BIDDER officers and other remarks appended on the same.

#### **4.0 RESPONSIBILITIES OF THE OWNER**

4.1 The OWNER shall be responsible for giving necessary authorizations to CPSU/ BIDDER for securing necessary approvals from local bodies and/or statutory authorities. Further if so, required by the CPSU/ BIDDER, the ICSSR will assist the CPSU/ BIDDER to the extent of writing letters to local bodies and/or statutory authorities for the purpose of acquiring the necessary approvals.

4.2 The ICSSR or any person authorized by it may inspect and check the 'O & M works' from time to time. If during such inspection, any defects or variation without the request of the ICSSR are found, the same shall be rectified by the CPSU/ BIDDER at their own cost.

4.3 The ICSSR, in terms of this agreement and upon receipt of express request from CPSU/ BIDDER, shall release the funds/payments within 15 days to ensure that the O&M works are not hampered due to non-availability of funds. In case the owner fails to release such fund promptly, the CPSU/ BIDDER will not be held liable for any consequent delay or failure to render any services and/or maintenance works so described in this agreement.

4.4 The ICSSR shall make all the statutory payments such as lift licenses directly to the Government Authority or Statutory body relating to the said premises. However, the renewal of the lift license will be arranged by CPSU/ BIDDER.

4.5 Insurance of the building, equipment's furniture, fixtures etc. is not required since the campus to be maintained under this agreement is a government property.

4.6 The ICSSR shall provide, free of any rent, adequate Furnished Office Accommodation along with store room and toilet for the maintenance staff which may be stationed in the said premises.

4.7 The ICSSR shall pay CPSU/ BIDDER for the additional workforce as per its requirement on occasions other than mentioned in the approved estimate.

4.8 Any additional expenditures to bring the all E & M equipment's in operational condition before award of work through e-tender by the Executing Agency will be reimbursed by the ICSSR on submission of estimate/ invoices/ bills etc. from the OEM manufacturers.

## 5.0 DATE OF ENFORCEMENT

The date of enforcement of this agreement shall be the date of signing the agreement or the date of the ICSSR supplying the accommodation or receipt of advance payment or receipt of necessary statutory permits and/or approvals, 10th day after the payment of advance or the date of handing over the site or sanction of estimate or letter of award of work to contractor whichever is later. This agreement shall be valid for three (2) years and after successful completion it may be extended for further 1 year depending on the performance of the CPSU and subject to availability of fund.

## 6.0 PAYMENT TERMS

### 1) MAINTENANCE SERVICES

**For execution of Operation & Maintenance services, special Repair/Maintenance & repair contracts through sub-contracts and specialized agencies for the services motioned as under, ' CPSU/ BIDDER' shall be paid to fill% (..... percent) of actual expenditure incurred on such contract, to cover CPSU/ BIDDER 's overheads and margin of profit. GST or any other statutory charges or imposition of any new tax by the central Govt./ local body etc. shall be payable extra. Such services shall, inter-alia, include:**

CPSU/ BIDDER shall maintain the services premises i.e., Civil, electrical installations on labour rate basis and operation and maintenance of other installations such as Lifts, HVAC System, Firefighting system, DG Sets, Sub stations, STP, WTP, etc.

Additionally, CPSU/ BIDDER shall undertake other maintenance work which arises as & when required or as per the requirement of ICSSR.

Any upward revision in the minimum wages during the pendency of contract as per timely order issued by Ministry of Labour & Employment, Office of the Chief Labour Commissioner(C) will be reimbursed accordingly against documentary evidence and proof of paying the same to the workers subject to payment of same by our principals/ clients i.e., ICSSR.

The extension grant by ICSSR to CPSU/ BIDDER shall be on the agreed terms and conditions of this MOU and approved estimated cost. However, reimbursement of minimum wages to the labours/ manpower as per the revisions from Ministry of Labour & Employment, Office of the Chief Labour Commissioner(C) shall be paid extra by CLIENT to CPSU/ BIDDER in accordance with CPSU/ BIDDER PMC charges

as per ICSSR 6.0 PAYMENT TERMS -point no. 1

The cost of Maintenance incurred on day-to-day requirements:

- a) Landed cost at work site of all materials required for maintenance and other associated jobs related to the services and the value of any other material(s) supplied/transferred from other **CPSU/ BIDDER'** work site(s) for use on the work.
- b) Cost of manpower engaged by " **CPSU/ BIDDER'** on NMR (Normal Muster Roll)/Contract b) basis through labour contractors and direct departmental labour. This will include wages and other direct/indirect benefits as per statutory laws/" **CPSU/ BIDDER'** rules as framed/amended from time to time.
- c) Capitation cost of Departmental workers deployed. The terms "Capitation" cost) includes Salaries/wages allowances and all fringe benefits & perquisites payable as per '**CPSU/ BIDDER'** rules. This includes Salaries/wages, Dearness Allowance, House Rent Allowance, Perks, Group Insurance, Gratuity, Bonus, Liveries, Leave Salary, Performance related pay etc.
- d) All other expenditure and overheads as required for smooth functioning of Maintenance Office & execution on the O&M works.
- e) Hire charges of any equipment/P&M/SCV provided by **CPSU/ BIDDER'** from its own resources or alternatively hired through an Agency for proper functioning of the services & maintenance office. In the event of '**CPSU/ BIDDER'** arranging such services through its own resources, the charges will be fixed as per **CPSU/ BIDDER'** rules.
- f) Expenditure on the demolition and reconstruction of any work as per requirement for smooth functioning of the Maintenance services.
- g) Cost of all P&M, tools & tackles and implements required and purchased for the services will be borne by the CPSU/ Agency.
- h) All other contingent expenditure not specifically stated above but is required to be incurred for smooth functioning of Maintenance works will also be borne by the CPSU/ Agency.
- i) **ELECTRICITY, WATER & INSURANCE**

Water & Electricity charges and Insurance premium Etc., will be the responsibility of CPSU/ Agency. If the water & electricity will be provided by ICSSR then the standard rates as followed in CPWD/ approved by ICSSR will be charged.

## **7.0 DELAY IN PAYMENT CPSU/ BIDDER**

'**CPSU/ BIDDER**' will, further, not be responsible for any delay/stoppage of works, due to non-payment of electricity and water bills by the ICSSR, and delay in payment by the '**ICSSR**' (s) towards bills raised/requisition funds for payment on ad-hoc basis to ' CPSU/ BIDDER' for maintenance/special repairs/works etc. The payment on ad-hoc basis will however be subject to subsequent adjustment(s) against bill(s) submitted by CPSU/ BIDDER for various services/special repairs if any.

## **8.0 FORCE MAJEURE**

Notwithstanding the aforesaid, the **CPSU/ BIDDER** shall not be considered in default if any delay, whatsoever, in the execution of the O&M works occurs due to causes beyond its control such as acts of God, natural calamities, civil wars, fire, strike, floods, riots, acts of unsurpassed power and/or due to any orders/directions/notifications etc. issued by any Government/judicial/statutory Authority. The **CPSU/ BIDDER** shall notify "**ICSSR**" of such cause of circumstance, in writing within ten days from the date of start of any of the aforesaid events.

In the event of delay due to any of the aforesaid events, the execution of the said O&M works will remain suspended for the length of time equal to the period of continuation of the force majeure event. Any liabilities towards the contractor (s) and/or expenditure of the CPSU/ BIDDER shall be payable by the ICSSR.

The CPSU/ BIDDER, on its own part, shall also not hold responsible any contractor(s) for the delay/stoppage of work due to any of the aforesaid force majeure conditions and for losses suffered if any, by the owner on this account. The CPSU/ BIDDER shall also not be liable in any way to bear such losses and no compensation, of any kind whatsoever, will be payable by the CPSU/ BIDDER to the ICSSR.

## **9.0 ARBITRATION**

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) Between Central Public Sector Enterprises (CPSEs)/Port Trust inter se and also between CPSES and Government Departments/Organizations (excluding disputes concerning, Railways, Income Tax, Customs & Excise Departments), the same shall be settled amicably through mutual discussions or shall be referred by letter by either party to the Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) under the Department of Public Enterprises, Ministry of Finance, Government of India as mentioned in DPE OM No 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018

followed by clarification dated 4th July, 2018 and 11th July, 2018. These guidelines were further amended vide DPE OM No. DPE-GM-05/0003/2019-FTS-10937 dated 20.02.2020 and as per No. 05/0003/2019-FTS-10937 dated 14.12.2022 and as per arbitration rules.

All Arbitration award(s) / court decree(s) in the favor of the contractor (s) shall be borne by the 'ICSSR', However CPSU/ BIDDER shall not charge Agency Charges on such Arbitration award(s)/ court decree(s) in the favor of contractor(s). The cost of any arbitration award or the cost as a result of any direction of any court in respect of the work done or to be done shall be borne and paid by the ICSSR. However, delay in the part of CPSU/ Bidder proved by ICSSR or by the court/ arbitration award will be borne by the CPSU/ Contractor.

The Arbitration/ Court cases shall be contested by CPSU/ BIDDER with the consent of ICSSR and necessary fees and expenditure shall be borne and paid by both the parties equally.

## **10.0 JURISDICTION**

This agreement is subject to the exclusive jurisdiction of the courts of Delhi alone.

Signed at New Delhi on this day as mentioned above.

**For and on behalf of  
(Indian Council of Social Science Research)**

**For and on behalf of  
CPSU/ BIDDER**

Witness:

Witness:

1.

1.

2.

2.

**DETAILS OF BIDDER**

**1** NAME OF TENDERING COMPANY / FIRM / BIDDER:

**2** NAME OF OWNER / DIRECTORS / PROPRIETOR:

**3** FULL PARTICULARS OF OFFICE:

(a) Address:

(b) Telephone No.:

(c) E-Mail Address:

**4** FULL PARTICULARS OF THE BANKERS OF COMPANY / FIRM /:

(a) Name of the Bank:

(b) Address of the Bank:

(c) Telephone No.:

(d) E-Mail Address:

**5** REGISTRATION DETAILS:(a) PAN No:

(b) GST Registration No.:

6 **Data Sheet**

<b>S. No.</b>	<b>Description</b>	<b>To be filled by Agency</b>
<b>1</b>	<b>Name of Work</b>	Operation & Maintenance works along with renovation/ interior works at ICSSR New Delhi.
<b>2</b>	<b>Name, Designation, Qualification of Civil Engineer</b>	
<b>3</b>	<b>Name, Designation, Qualification of Electrical Engineer</b>	
<b>4</b>	<b>Name, Designation, Qualification of Mechanical Engineer</b>	

The above format may be used to provide requisite details

Date:

Place:

Name:

Seal:

Signature of Bidder