

**No.D-11028/1/2014-Admn.II (B)**

Government of India  
Ministry of Science & Technology  
Department of Science & Technology  
(Admn.II(B) Section)

Technology Bhavan  
New Mehrauli Road  
New Delhi-110016

**Date: 03 July, 2017**

To,

**All interested & eligible Government organization (s) and PSUs Located in Delhi & NCR covered under Rule,133(3) of GFR-2017.**

**Sub: REQUEST FOR PROPOSAL FOR LUMP SUM SERVICE CHARGES FOR EXECUTION OF WORK RELATING TO CONSTRUCTION OF NEW STATE-OF-ART BUILDING OF DEPARTMENT OF SCIENCE & TECHNOLOGY AT TECHNOLOGY BHAVAN, NEW MEHRAULI ROAD, NEW DELHI-110016**

Dear Sir (s),

1. Bid document for the above work is forwarded herewith.
2. Bids will be received by the Accepting Officer up to **1500 hours on 22 Sep., 2017.**
3. Bids will be opened on due date and time as fixed by this Department in the presence of authorized representatives of the Central Government Organizations/Public Sector Undertakings (PSUs).
4. Only Central Government Organization or Public Sector Undertaking set up by the Central Government, whose head office is located in Delhi & NCR to carry out composite works (civil, electrical and networking works etc.) or any other Central Government organization/PSU which may be notified by the Ministry of Urban Development (MoUD) for such purpose, after evaluating their financial strength and technical competence, as provisioned, under **Rule 133 (3) of GENERAL FINANCIAL RULE (GFR), 2017**. They can quote lump sum agency charge In **Annexure –A**, attached with this letter.
  - 4.1 **Organizations/PSUs must enclose the letter issued by Central Government declaring Agency as Central Government Organization/ Public Sector undertaking to carry out civil and electrical work etc. along with Annexure- A.**
  - 4.2 Lump sum service charges are to be claimed for actual execution of work as mentioned above.
  - 4.3 **Organizations/ PSUs not covered under Rule 133(3) of General Financial Rule are not eligible and shall not be considered.**
  - 4.4 The bids of Organizations/PSUs without the letter issued by Central Government declaring PSUs/ Organizations under **Rule 133(3) of GFR-2017** shall not be considered and shall be rejected without assigning any reason.
5. Bid should be signed with date at all places provided therein. **All pages of bid documents, correction/alterations shall be signed / initialed by the authorized representative of the bidders.**
6. In case of blank quotation, the endorsement 'BLANK' shall be made prominently on the envelope and also on pages where the consultant is required to quote.

**Contd...02/-.**

**-: 02:-**

7. **Bid shall be submitted in cloth lined sealed envelope, boldly super scribed on the top as follows: -**

**Bid for 'LUMP SUM SERVICE CHARGES FOR EXECUTION OF A NEW STATE-OF-ART BUILDING AT TECHNOLOGY BHAVAN PREMISES, DEPARTMENT OF SCIENCE & TECHNOLOGY' AT NEW DELHI.**

**Date and time of opening of bid 22 Sep., 2017 at 1530 hours.**

8. To avoid any delay due to postal or other reason, it is suggested that the quotation may be sent through a special messenger, if necessary or posted sufficiently in advance of the due closing date and time fixed for receipt of bids.

9. Bids received after the specified date and time will **NOT** be considered under any circumstances and shall be rejected without assigning any reason.

10. **All required consultancy services will be done by the Organizations/PSUs and lump sum service charge, except service tax on lump sum charge, quoted would be deemed to include the cost of complete execution required for the job including all types of taxes/levies etc.**

11. The PSUs/ Organizations shall provide and complete the Services to the entire satisfaction of the DST till completion/execution of work.

12. Before assigning the work to particular Organizations/PSUs by the Department, a **MEMORANDUM OF UNDERSTANDING (MoU)** shall be executed between Department and PSU/ Organization. The draft MoU is attached as **Appendix-A**.

**13. INSTRUCTIONS FOR COMPLETION OF BID DOCUMENTS TO BE COMPLIED WITH BY THE ALLBIDDERS.**

13.1. All bidders are advised to go through the tender details and data of subject tender. All the relevant documents are to be read in conjunction with each other.

13.2. The bid is based on **single stage two bids system (Technical Bid & Financial Bid)**. The bidders shall submit the documents in requisite format and as mentioned here-in-after. Cover wise contents and documents are given here-in-after described: -

(A) **Technical Bid (Cover -01):-** Cover -01 shall be made of cloth lined sealed envelope boldly superscripted on top as '**COVER -01**'. Cover -01 shall contain all documents as required for evaluation forqualifying Technical Bid as mentioned in serial numbers- 14, 15 & 16 of this document. Cover-01 should contain the following documents for evaluation of **Technical Bid: -**

- (i) Tender documents duly completed and signed **BUT WITHOUT Annexure-A**.
- (ii) Tender Fee.
- (iii) Earnest Money Deposit (EMD).
- (iv) Income-Tax Returns for last 7 years ending 2015-16.

**Contd...03/-..**

**-: 03:-**

- (v) MoUD notification to Central Government Organizations/ PSUs to carry out civil, electrical works, etc.
- (vi) Certificate to be furnish by bidders stating that the contractor/ contractors will not allow or permit anyEmployee to participate in any trade union activities or agitation in Technology Bhavan premises.
- (vii) Original tender document duly signed and stamped at all pages.
- (viii) Satisfactory Performance certificate.
- (ix) Technical bid shall be free from any condition by bidders. Conditional bids shall notbe considered and shall be rejected without assigning any reason.
- (x) The firm failing to qualify technical bid shall not be considered for opening of Financial Bid.

(B) **Financial Bid (Cover -02):-** Cover -02 shall be made of cloth lined sealed envelope boldly super scribed on top as '**COVER -02**'. Cover -02 shall contain quoted bid of bidder as given in '**Annexure-A**' of this bid document.

**Note:** - Cover -01 & Cover -02 shall be kept in a cloth lined sealed envelope (Cover-3), boldly super scribed on the top as follows:-

'Bid for' Lump Sum SERVICE CHARGES FOR EXECUTION OF A NEW STATE – OF – ART BUILDING AT TECHNOLOGY BHAVAN PREMISES, DEPARTMENT OF SCIENCE & TECHNOLOGY AT NEW DELHI.

13.3. COVER -01 shall be opened on date and time fixed for opening of bid. Bidders may send their authorized representative to be present at the time of opening of bid.

13.4. Technical Bid of all bidders shall be evaluated by a Consultancy Evaluation Committee (CEC) chaired by Joint Secretary (JS) level officer (Scientist G or JS) with two members nominated by the Department.The CEC shall record in detail the reasons for acceptance or rejection of technical proposals analyzed and evaluated by it. The decisions of CEC shall be final and binding. The committee will held a pre-briefing meeting with all interested bidders on **10 Aug., 2017 at 1500 hr in Raman Auditorium of DST premises** for clarification of issues, if, any by any bidders available in the pre-briefing meeting. The record of meeting conducted by departmental committee will be part of proceeding of CEC of Technical Bids as supplementary information.

The technical bidssubmitted in **cover -01** and the bidders fulfilling the conditionsmentioned at Serial No.14, 15 & 16 of this document shall be qualified for further consideration, failing which the bidders**shall be called as non-qualified bidder** and their bid shall be rejected without assigning any reason. **The Financial Bid of non-qualified bidders shall not be considered.**The following documents shall be submitted by all the bidders for evaluation of technical bids and the checklist for the same is attached as **Appendix-B**.

13.5. Evaluation result of technical bids shall be posted on DST Website (www.dst.gov.in)

13.6. Cover -02 of technically qualified bidders shall only be considered for opening of financial bid.

13.7. Date of opening of financial bid (cover -02) shall be communicated to only the qualified bidders.

13.8. Cover -02 shall be opened on date and time fixed for opening of cover -02. Qualified bidders may send their authorized representativeat the time of opening of cover -02 (Financial Bid) with authorized letter.

**Contd...04/-.**

#### **14. Prequalification/ Eligibility criteria**

Prequalification criteria for bidders shall be as under: -

14.1. Central Government organization or Public sector undertaking set up by the Central Government and whose Head Office is located in Delhi & NCR only, to carry out composite works (civil, electrical and networking works) or, any other Central Government Organization/ PSU notified by the Ministry of Urban Development (MoUD) shall be eligible to participate in bidding process.

**Note:** - Bidders shall submit letter/ documents of MoUD in this regard to verify their eligibility.

14.2 **Tender Fee:** Bidders are requested to furnish a tender fee of **Rs.2500/- (Rupees two thousand and five hundred only)** along with Tender. The tender fee shall be submitted as a Demand Draft/Pay Order/ Banker's Cheque in the name of DDO, DST New Delhi along with the original copy of the bid submitted by the bidders. Payment by any other mode shall not be considered. Bids received without Tender Fee shall be rejected and shall not be considered under any circumstances.

14.3 **Earnest Money Deposit (EMD):** An amount of **Rs.24,00,000/- (Rupees Twenty four lacks only)** shall be submitted by way of Demand Draft/Pay Order/Banker's Cheque in the name of DDO, DST New Delhi along with the original copy of the bid submitted by the bidders. Payment by any other mode shall not be acceptable. Bids received without EMD shall be rejected and shall not be considered under any circumstances. EMD of tendering firms who submit the sealed tender but withdraw the same before expiry of the tender validity date shall be forfeited. EMD of the successful bidder shall be released only after submission of Performance Security of specific amount. EMD of the bidders who fail to honors the bid in prescribed time limit shall stand forfeited. No representation in this regard shall be entertained by the Department. EMD amount shall not be adjusted in any form by DST. No interest will be paid by the Department for not releasing the EMD amount within the tender validity period or at any circumstances.

The Department will return the EMD wherever applicable to unsuccessful bidders by endorsing the authority on the deposit for its refund.

#### **14.4 Dispute and Arbitration**

In the event of any disputes arising out of any reasons, the matter will be referred to the Joint Secretary (Administration), DST and decision of Joint Secretary (Administration) shall be final and binding. The legal jurisdiction for any dispute will be at Delhi only.

14.5 **Performance security:** The terms and conditions shall be in accordance with MoU between DST and successful bidder.

#### **15. Experience criteria**

Experience of having successfully completed similar works (Construction of office building) during last 7 years, ending last day of month previous to the one in which applications are invited, should be either of the following:-

- (i) Three works costing not less than Rs 80 Crore each.  
OR  
Two works costing not less than Rs 100 Crore each.  
OR  
One work costing not less than Rs 160 Crore.

**Note:-**

(I) Bidder shall submit detail of 'similar nature of work' executed by them financial year wise in a tabular form giving details such as, name of work, cost of work, Accepting Officer's details viz address, Telephone No, E-mail etc, date of Acceptance of tender and Actual date of completion. It should also indicate whether extension was granted or compensation was levied. Attested copy of Acceptance letter and completion certificate shall be enclosed of each work. In case performance report has been given by the client the same shall also be submitted duly attested. Completion of at least one work out of above would be mandatory.

(i) For the purpose of value of completed works, the value of previously completed works be enhanced @5% per year to bring them at par with present cost.

(ii) Bidder will not be allowed to execute the work by subletting or through power of attorney holder on behalf of a third party/another firm

**16. Financial criteria**

(a) Average annual turnover for last two consecutive financial years shall not be less than Rs 160 Crore.

**Note:** - Bidder shall submit duly audited balance sheet along with turnover certificate by Chartered Accountant and Income Tax for the last 7 years ending 2015-16.

**17. EXECUTION OF A NEW STATE-OF-ART BUILDING AT TECHNOLOGY BHAVAN PREMISES, DEPARTMENT OF SCIENCE & TECHNOLOGY AT NEW DELHI.**

Sl. No.	Type of Building	Block/Building Configuration	Structure (Basements) Area in sq. mtrs.	Superstructure Area in sq. mtrs.	Total Built-up Area in sq. mtrs.
1.	Block-1	2B + G + 5	3600	10800	14400
2.	Block-2	2B + G + 5	2560	5700	8260
3.	Block-3	G	0	145	145
4.	Block-4 (Auditorium)	1B + G + 1	1975	2500	4475
5.	Block-5	G + 1	0	1700	1700
6.	Block-6	1B + AG Courtyard	5600	1015	6615
	<b>Grand Total</b>		<b>13735</b>	<b>21860</b>	<b>35595</b>
7.	External Development Area in sq.mtrs.	0	0	0	31072

**Note:**

**(I)** Construction include civil works on R.C.C. frame structure, firefighting, plumbing, electrical internals, lifts, site development and landscaping including road, path, sewer distribution & sewage treatment plant, filter water supply-distribution, storm water drains, horticulture operations, street lighting, DG sets, electric sub-station including 11 KV/416 volt step down transformer of suitable capacity with all accessories including civil connections from civil authority, complete HVAC system, solar generation through rooftop & potential areas, CCTV, access control system, Data Networking & EPABX system, audio video system, video conferencing system, UPS, Mobile furniture including Office Desks, workstations, meeting tables, chairs, etc.

**(II)** Any requirement related with the functioning of office shall be added during consultancy period.

**(III)** The tentative proposed constructions layout of buildings is enclosed as **Appendix-C.**

18. **SCOPE OF WORK**

**18.1 BROAD WORK REQUIREMENT**

1. Agency shall get all statutory permissions/approvals related for construction of DST building from various authorities, including approval to the site plan etc., from the local body concerned.
2. Preparation of architectural design and layout plans for the building including interiors, landscaping, horticulture plan etc. Making presentation before the Apex Committee chaired by Secretary, DST and incorporating changes/suggestions made by the committee.
3. Seeking approvals from DST for architectural design and layout plans before commencement of work.
4. Ground + multiple storey structure with one/two levels basement parking and lift facility or as per approved design.
5. Providing auxiliary facilities like Kitchen(s)/kitchenette(s), drinking water, washrooms, Sewage/drainage etc.
6. Furnishing offices (including furniture/fixture/fixtures and interiors) including modular furniture for PA's/PS's/PPS's and supporting staff.
7. Providing allied facilities like Fire Alarm/Fire fighting systems, lightening arrestors, air-conditioning, ventilation, IT Backbone with LAN facilities, video conferencing etc..
8. Providing centralised UPS Power system for computers, Fax, Intercom, peripherals, emergency lights etc. The UPS power system should be of reputed make and it should be under AMC.
9. Provide intercom facility with latest features for 1000 internal connections. The EPABX/Exchange should have facility for terminating OFC/PSTN lines of MTNL or any service provider. The EPABX/Exchange should be of reputed make.
10. Provide state of art Conference hall(s) with modern features like projectors, digital screens, LAN with good acoustics and lightening system.
11. Make proper arrangements for Fire/Emergency exits and escape routes with easy access.

**Note:** This is only an indicative list and scope of work shall indicate all such works/services, provision of furniture & fixture items etc. which are required to put in place a 'ready-to-occupy', state-of-art building with all the modern facilities as indicated by DST, and will include all pre-implementation/construction activities as well as post construction DLP (Defect Liability Period).

**18.2 PRE-IMPLEMENTATION STAGE**

- a) To prepare concept plan(s)/make presentation of concept to apex committee of clients and finalise the concept and design.
- b) To get survey and soil investigations done.
- c) To prepare Detailed Project Report (DPR) for the project and seek Client's administrative approvals.

**18.3 IMPLEMENTATION STAGE**

- a) Approval from statutory / local authorities before commencement of work.
- b) Detailed Planning and Designing of Project.
- c) Preparation of NIT, tender documents and estimates. The structure design of building shall be vetted by any IITs (Indian Institute of Technology) as third party vetting preferably in and around Delhi.

- d) Invitation & scrutiny of tenders and award of works.
- e) Project supervision including daily full time supervision. The project shall be also supervised by third party as approved by Secretary DST for quality, progress etc. The payment of third party shall be borne by Agency selected for this project.
- f) Quality control tests and ensuring soundness of construction & structural stability including maintaining records of such.
- g) Co-ordination between various agencies & services.
- h) Recording measurements of works done.
- i) Monitoring the project progress on PERT/CPM and submission of monthly physical and financial progress report to DST.
- j) Dealing with audit observations, CTE's observations, contractor's claims & arbitrations, if any.

**Notes:**

- 1. The cost involved in visiting the DST offices, other offices /Work site in connection with consultation work is deemed to be included in the lump sum quoted by the PSUs/ Organizations till final completion of construction work.
  - 2. The cost for third party validation is deemed to be included in lump sum quoted by the PSUs/ Organizations.
19. The PSUs/ Organizations are required to visit the Site and ACQUAINT THEMSELVES vis a vis the Site before quoting the rate of agency charge as the site has its own peculiarities which include existing structures and features.
20. The PSUs/ Organizations shall use the data and other information supplied by the DST solely for the purpose of performing and carrying out his obligation under this consultancy agreement and shall not disclose the same to any other person or agency or department except to the extent required in performance of the work of the Project and shall maintain **utmost secrecy**.
21. The PSUs/ Organizations shall not without the consent in writing of the DST publish any article or photographs relating to the Project.
22. The detailed terms and condition for execution of project shall be covered in MoU.
23. This letter shall form part of quotation documents.

Yours faithfully,

(Soumitra Basu)  
Under Secretary to Government of India,  
Department of Science and Technology,  
Ministry of Science and Technology,  
New Mehrauli Road, New Delhi -110016.

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**Department of Science and Technology**

**Ministry of Science and Technology**

**AND**

.....

**FOR**

**Construction of a New Building  
At Technology Bhawan Campus,  
New Delhi**

INDIAN NON-JUDICIAL  
Government of National Capital Territory of Delhi  
e-Stamp



This MOU/Agreement is made at New Delhi on the \_\_\_\_ day of \_\_\_\_\_, 2017 between **Department of Science and Technology**, New Delhi - through its authorized signatory \_\_\_\_\_(hereinafter **DST** referred to as **DST** or Owner or the First Party) AND \_\_\_\_\_ a Govt. of India Undertaking having its registered office at \_\_\_\_\_, through its authorized signatory \_\_\_\_\_(hereinafter referred to \_\_\_\_\_ or "Executing Agency" or the Second Party) **WHEREAS**, \_\_\_\_\_ has expressed its interest in undertaking some projects of **DST** and whereas, DST after considering its offer has decided to engage \_\_\_\_\_ as Executing Agency for construction of a new State-of-Art building in the Technology Bhawan Campus (hereinafter referred to as the Project) and whereas, \_\_\_\_\_ has agreed to undertake this Project, in accordance with the terms and conditions agreeable to both the parties, as set forth in this MoU / Agreement and now therefore, in witness thereof, both the parties have signed this MoU / Agreement in the presence of witnesses.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS HEREBY AGREED** between the Parties as follows:

## **1.0 General Conditions of MOU/AGREEMENT**

### **1.1 General Provisions**

**1.1.1 Definitions:** Unless the context otherwise requires, the following terms, whenever used in this MOU/AGREEMENT, have the following meanings:

- i. "Agreement" means the present Agreement / MOU signed between the Parties.
- ii. "Apex Committee"(AC) / "Project Management and Monitoring Committee" (PMC) means a Committee (s) constituted under the provisions of this MOU/AGREEMENT to manage and monitor the progress of the Project from time to time.
- iii. "Applicable Law" means the laws and any other instruments having the force of law in Delhi, India.
- iv. "Approval" means approval of Competent Authority communicated in writing by the designated officer of the Party.
- v. "BEE" means Bureau of Energy Efficiency
- vi. CFEES means Centre for Fire, Explosive and Environment Safety.
- vii. CFSL means Central Forensic Science Laboratory
- viii. "Client" means **DST** with which \_\_\_\_\_ has signed this MOU/Agreement for the Project.
- ix. "Contractor" means the contractor or contractors or suppliers or agencies employed by the Executing Agency for the Project or for any connected work, including the Executing Agency itself in case any work is done directly by the Executing Agency.
- x. "Completion" means when the Building(s) Structure(s) are complete in all respects with statutory clearances along with associated services and are in a ready to occupy condition and are actually handed over to the client.

- xi. "**DST**" means Department of Science and Technology, Ministry of Science and Technology, Government of India, New Delhi
- xii. "Day" means calendar day.
- xiii. "Effective Date" means the date on which this Agreement / MOU comes into force.
- xiv. "Executing Agency" means \_\_\_\_\_.
- xv. "First Party" means **DST**.
- xvi. "GFR" means General Financial Rules-2005.
- xvii. "Government" means the Government of India
- xviii. "In writing" means communicated in written form with proof of receipt.
- xix. MOU means the present Memorandum of Understanding / Agreement signed between the parties.
- xx. "\_\_\_\_\_" means \_\_\_\_\_, a Government of India Undertaking/Organization under the Ministry of \_\_\_\_\_.
- xxi. "Owner" means Department of Science & Technology.
- xxii. "Party" means **DST** or \_\_\_\_\_, as the case may be, and "Parties" means both of them,
- xxiii. "Personnel" means professionals and support staff provided by the \_\_\_\_\_ and assigned to perform the work/services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the country; "Local Personnel" means such professionals and support staff who at the time of being so provided have their domicile inside the country;
- xxiv. "Project" means and includes construction of a new, State-of-art building with all modern facilities, on a plot owned by **DST** within the Technology Bhawan Complex and includes all activities at pre-implementation stage, in particular preparation of concept plan (s) and design etc. , survey and soil investigation, preparation of DPR, obtaining all statutory clearances from various authorities, in particular approval of local body to the site plans and such other related/required activities, all activities at implementation stage and one year ***Defects Liability period*** including the items of work listed in 'Scope of "Work" in Annexure 'B'.
- xxv. "Proposal" includes both the Technical Proposal and the Financial Proposal.
- xxvi. "Second party" means M/s \_\_\_\_\_ with whom the **DST** has signed this MOU /Agreement for carrying out the Project.
- xxvii. "Third Party" means any person or entity other than **DST**, or \_\_\_\_\_

**1.1.2 Relationship between the Parties:** Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between **DST** and Executing Agency. The Executing Agency, subject to this Agreement, has complete charge of Personnel, performing the Project work / Maintenance Services and shall be fully responsible for the work /Services performed by them on their behalf including salary to its employees.

**1.1.3 Law Governing Agreement:** This Agreement / MOU, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

**1.1.4 Headings:** The headings shall not limit, alter or affect the meaning of this Agreement / MOU.

**1.1.5 Notices:**

1.1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered against acknowledgement to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post/courier to the addresses specified below.

1.1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified below.

**1.1.6 Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed under this Agreement or any amendment thereof by **DST** or the Executing Agency may be taken or executed by the officials specified below.

On behalf of \_\_\_\_\_

Name:

Designation:

Address:

On behalf of **DST**

Name:

Designation:

Address: Technology Bhawan, ShahidJit Singh Marg, Department of science and Technology, Ministry of Science and Technology, New Delhi-110016

**DST** & \_\_\_\_\_ shall also issue specific orders in favour of its Authorized Representative.

**1.1.7 Fraud and Corruption**

1.1.7.1 **Definitions:** It is **DST's** policy that **DST** as well the Executing Agency observes the highest standard of ethics during the execution of the Agreement. In pursuance of this policy, **DST** defines, for the purpose of this provision, the terms set forth as follows:

- i. "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value (whether in cash or kind) to influence the action of a public official in the selection process or in Agreement execution;
- ii. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of an Agreement;
- iii. "Collusive practices" means a scheme or arrangement between two or more Companies, with or without the knowledge of **DST**, designed to establish prices at artificial, non-competitive levels;

- iv. "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 an Agreement.

**1.1.7.2 Measures to be taken by DST**

- i. **DST** may terminate the MOU / Agreement if it comes to know at any point of time that representatives of the Executing Agency were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the Agreement.
- ii. **DST** after issue of Show Cause Notice to Executing Agency may also recommend to M/o Urban Development for sanction against the Executing Agency, declaring the Executing Agency ineligible, either indefinitely or for a stipulated period of time to be awarded a work, if it at any point of time it comes to notice that the Executing Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, any **DST**-financed Project.

**1.2 Commencement, Completion, Modification and Termination of MOU/Agreement**

**1.2.1 Effectiveness of Agreement:** This Agreement / MOU shall come into force and effect on the date of signing of the MOU / Agreement.

**1.2.2** Unless otherwise terminated under the provisions of any other relevant clauses, this Agreement shall be deemed to have been completed on completion of the Project work, scope of work, deliverables and submission of all the reports and release of final payments to the complete satisfaction of **DST**.

**1.2.3 Entire Agreement:** This Agreement contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

**1.2.4 Modifications or Variations:**

- (a) Any modification or variation of the terms and conditions of this MOU / Agreement, including any modification or variation of the scope of the work /Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party and cost implication thereof.
- (b) In cases of substantial modifications or variations, a supplementary Agreement between **DST** and \_\_\_\_\_ is required.

**1.2.5 Force Majeure**

**1.2.5.1 Definition:**

- (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non- performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government Companies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have expected to take into account at the time of the signing of the Agreement.
- (c) Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Agreement.

**1.2.5.2 No Breach of Agreement:** The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement if such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all possible precautions, due care and all Measures, with the objective of carrying out the terms and conditions of this Agreement.

**1.2.5.3 Measures to be taken:**

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Work / Services as a result of an event of Force Majeure, the Executing Agency, upon instructions by DST, shall either: (i) Demobilize or (ii) continue with the Work / Services to the extent possible, in which case **DST** on being satisfied shall continue to pay proportionately to the Executing Agency and on pro-rata basis, under the terms of this Agreement.

**1.2.6 Suspension:** **DST** may, by written notice of suspension to the Executing Agency , suspend all payments to the Executing Agency hereunder if the Executing Agency fails to perform any of its obligations under this Agreement, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Executing Agency to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Executing Agency of such notice of suspension.

**1.2.7 Termination:**

**1.2.7.1 By DST:** **DST** may terminate this Agreement in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause.

- (a) If the Executing Agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of issued by **DST**, within thirty (30) days of receipt of such notice or within such further period as **DST** may have subsequently approved in writing.
- (b) If the Executing Agency becomes insolvent or goes into compulsory liquidation.
- (c) If the Executing Agency, in the judgment of **DST**, has engaged in corrupt or fraudulent practices in competing for or in executing this Agreement.
- (d) If the Executing Agency submits to **DST** a false statement which has a material effect on the rights, obligations or interests of **DST**.
- (e) If the Executing Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to **DST**.
- (f) If the Executing Agency fails to provide the quality services as envisaged under this Agreement. The Apex Committee or The Project Management and Monitoring Committee formulated to manage and monitor the progress of the assignment may make judgment regarding the poor quality of work / services, the reasons for which shall be recorded in writing. The Committee may decide to give one chance to the Executing Agency to improve the quality of the services.
- (g) If, as the result of Force Majeure, the Executing Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (h) If **DST**, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

In such an occurrence **DST** shall give a not less than thirty (30) days written advance notice before terminating the Agreement of the Executing Agency , and sixty (60) days in case of the event referred to in (h).

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- 1.2.7.2 **By The Executing Agency:** The Executing Agency may terminate this Agreement, by not less than thirty (30) days written notice to **DST**, in case of the occurrence of any of the events specified in paragraphs (a) to (c) of this Clause 1.2.7.2.
- (a) If **DST** fails to pay any money due to the Executing Agency pursuant to this Agreement and not subject to dispute pursuant to Clause 1.1.7 hereof within forty-five (45) days after receiving written notice from the Executing Agency that such payment is overdue except in the situation where funds are not available due to non-completion of formalities of supplementary grants.
  - (b) If, as the result of Force Majeure, the Executing Agency is unable to perform a material portion of the work /Services for a period of not less than sixty (60) days.
  - (c) If **DST** is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Executing Agency may have subsequently approved in writing) following the receipt by **DST** of the Executing Agency's notice specifying such breach.
- 1.2.7.3 **Cessation of Rights and Obligations:** Upon termination of this Agreement pursuant to Clauses 1.2.7 hereof, or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 1.3.3 hereof and (iv) any right which a Party may have under the Law.
- 1.2.7.4 **Cessation of Services:** Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 1.2.7.1 or 1.2.7.2 hereof, the Executing Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the work /Services to a close and vacate the premises of **DST** in a prompt and orderly manner.
- 1.2.7.5 **Payment upon Termination:** Upon termination of this Agreement pursuant to Clauses 1.2.7.1 or 1.2.7.2 hereof, **DST** shall make the following payments to the Executing Agency :
- (a) If the agreement is terminated pursuant of Clause 1.2.7.1 (a) to (f), **DST** may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to **DST**. Under such circumstances, upon termination, **DST** may also impose liquidated damages. The Executing Agency will be required to pay any such liquidated damages and compensation as permissible under Agreement Act to **DST** within Thirty (30) days of termination date.
  - (b) In the event of termination under 1.2.7.1 (g & h), the payment schedule as specified in this Agreement shall not apply and the costs of work delivered by Executing Agency and the cost of demobilization of Executing Agency teams will be mutually decided and paid by **DST** to Executing Agency .
- 1.2.7.6 **Disputes about Events of Termination:** If either Party disputes whether an event specified in paragraphs (a) through (h) of Clause 1.2.7.1 or in Clause 1.2.7.2 hereof has occurred, such Party may, if it chosen within forty-five (45) days after receipt of notice of termination from the other Party, may seek settlement.

**1.3 Obligations of the Executing Agency.**

- 1.3.1 **Standard of Performance:** The Executing Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Executing Agency shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful adviser to **DST**, and shall at all times support and safeguard **DST** legitimate interests in its dealings.
- 1.3.2 **Conflict of Interests:** The Executing Agency shall hold **DST** interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this Agreement, a conflict of interest arises for any reasons, the Executing Agency shall promptly disclose the same to **DST** and seek its instructions for compliance.
- 1.3.3 **Prohibition of Conflicting Activities:** The Executing Agency shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Agreement.
- 1.3.4 **Confidentiality:** Except with the prior written consent of **DST**, the Executing Agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Work / Services, nor shall the Executing Agency and its Personnel make public the recommendations formulated in the .course of, award of Agreement and its execution.
- 1.3.5 **Statutory requirements by the Executing Agency :** The Executing Agency is liable to extend the benefits as provided under the various statutory and labour laws and other relevant applicable laws to its workforce.
- 1.3.6 **Reporting Obligations:** The Executing Agency shall submit to **DST** the reports and documents (agreed to be submitted between **DST** and Executing Agency) hereto, in the form, in the numbers and within the time periods mutually agreed.
- 1.3.7 **Design Artefacts, Maps, Layout Plans and Documents Prepared by the Executing Agency to be the Property of DST:** All Design Artefacts, Maps, Layout Plans Documents and reports, prepared by the Executing Agency for **DST** under this Agreement shall become and remain the property of **DST**. The Executing Agency, upon completion of this Project or termination or expiration of this Agreement shall deliver all such softcopies and documents to **DST**, together with a detailed inventory thereof. The Executing Agency may retain a copy of such softcopy and documents, but shall not use anywhere, without taking permission, in writing, from **DST** and **DST** reserves right to grant or deny any such request.

**1.4 Executing Agency's Personnel**

- 1.4.1 The Executing Agency shall employ and provide at its own cost such qualified and experienced Personnel as are required to carry out the Work / Services. Their salaries, claims, insurance, damages, compensation, travel etc. will be the liability of the Executing Agency and **DST** will in no way be responsible for any such claims/damages.



**1.5 Obligations of DST**

1.5.1 **Assistance and Exemptions:** Unless otherwise specified, **DST** shall use its best efforts to ensure that the Government shall: (a) Provide to the Executing Agency any such assistance to facilitate performance of the Agreement.

1.5.2 **Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Agreement, there is any change of rate of levy under the existing applicable Laws of India with respect to taxes and duties, which are directly payable by the Executing Agency for carrying out the Project / providing the services i.e. service tax or any such other applicable tax from time to time, which increase or decreases the cost incurred by the Executing Agency in performing the work / Services, then the remuneration and reimbursable expense otherwise payable to the Executing Agency under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made.

However, in case of any new or fresh tax or levy imposed after submission of the Proposal the Executing Agency shall be entitled to reimbursement on submission of proof of payment of such Tax or Levy.

1.5.3 **Payment:** In consideration of the Services performed by the Executing Agency under this Agreement, DST shall make to the Executing Agency such payments and in such manner as is provided in this Agreement.

1.5.4 The other duties of **DST**, if any, shall be as mutually agreed between **DST** and the Executing Agency.

**1.6 Payments to the Executing Agency:**

1.6.1 \_\_\_\_\_ shall work on "Deposit work basis" as Project Executing Agency for this project on behalf of **DST** and shall be paid the actual cost of work plus the agency charges of 7% (Seven percent only) on actual cost of work. The actual Project cost shall be as defined in clause 1.6.2, however the agency charges shall not be payable on 1.6.2(f). The service tax as applicable on implementation of works shall be reimbursed to \_\_\_\_\_ on actual basis. The executing agency will supply copies of audited bills giving details of payment made to the contractor, supply agencies etc. while claiming payments. The Executing agency will not transfer funds released by **DST** for any other contract being executed by the executing agency separately i.e. the funds shall solely be utilized for the construction of the **DST** project.

1.6.1.1 **DST** shall give 10% (Ten percent) of the estimated cost of work as advance to \_\_\_\_\_ within 30 days of signing of the MoU / Agreement. \_\_\_\_\_ shall utilise the advance towards incurring/ expenditure on Project related items. This initial deposit shall be retained for adjustment against the last portion of the expenditure.

1.6.1.2 \_\_\_\_\_ shall open a separate bank account for crediting all amounts received from **DST** and making various payments connected with the Project in question in an authorised Nationalised Bank in Delhi. Any amount in this account not required immediately, may be kept in interest bearing deposits of appropriate maturity. Any interest accrued / earned in this account /fixed deposits shall be passed on to **DST**,

1.6.1.3 The Executing Agency shall give their monthly reimbursement bill along with their expenditure claim (including agency charges) duly certified by an authorised representative of Executing Agency on the project, for reimbursement of expenditure incurred. The Employer shall release the payment within 30 days of submission of invoices/reimbursement bill by the Executing Agency. On completion of work, the accounts of the works shall be closed and a final statement shall be submitted for settlement along with refund of excess deposit received, if any, audited by a Chartered Accountant.

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

- (a) All the final payments made to the contractor(s), supplier(s), agency as agreed upon in the tender (if the work is being tendered) for the construction of all the buildings, services, related facilities etc.
- (b) All costs of materials and equipments purchased / supplied by \_\_\_\_\_ for construction of building and related activities.
- (c) All taxes on work as per Government rules.
- (d) Payments in respect of escalations owing to enhancement in cost due to statutory duties and taxes and in case these get reduced the benefit accruing there from would accrue to DST.
- (e) All liabilities of the Executing Agency payable to the contractors/Sub-Contractor, supplier and other agencies to the extent these falls within the definition of actual costs may be left outstanding at the time of payment of final bill provided they have been accepted by the Executive Agency as balance payment against final bill of these agencies.
- (f) All liabilities arising out of any court decree or arbitration award and /or any additional costs transpiring due to the direction of any Court/tribunal /statutory body and/or any other legal costs including but not limited to the cost of hiring advocates, getting legal opinions, filing of pleadings etc. for the purpose of initiating on behalf of, or defending, itself or the Employer in any suit or arbitration, in respect of any dispute arising out of the Project works done or to be done and/or freeing the site of all encumbrances and/or charges subject to the clause I.II(iii) of this Agreement.

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

The parties hereto understand and agree that although these costs will come under actual costs and therefore be borne by the Employer, the same shall not be taken into account for the purpose of calculating the Agency charges except for such costs which as a result of an order/judgment/decrees have resulted in some form of addition or variation in the Project works.

**1.6.3 The actual final cost of work shall not include:**

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

1.6.4 Funds released by **DST** to \_\_\_\_\_ for the Project shall be credited to a separate bank account in a nationalised bank. Any interest earnings on deposits in this account will be treated as an income of **DST** and the same will be utilised for the Project. \_\_\_\_\_ will make all Project related payments from this account only.

1.6.5 **DST** shall reimburse to \_\_\_\_\_ all actual payments made to Local Statutory authorities / State / Central Government for getting approvals and any other charges that may fall outside the scope of the works.

1.6.6 The Executing Agency shall give their monthly reimbursement bill along with their expenditure claim (including agency charges) duly certified by a representative of Executing Agency on the project, for reimbursement of expenditure incurred. The **DST** shall release the payment within 30 days of submission of invoices/reimbursement bill by the Executing Agency. On completion of work, the accounts of the works shall be closed and a final statement shall be submitted for settlement along with refund of excess deposit received, if any, audited by a Chartered Accountant.

1.6.7 On completion of the Project, \_\_\_\_\_ shall submit a final expenditure statement along with Utilization Certificate.

1.6.8 All payments under this Agreement shall be made to the duly notified bank account of the Executing Agency. Payment shall be made using RTGS/ECS. Hence, Executing Agency should provide all details in this regard.

1.6.9 Whenever \_\_\_\_\_ enters into contact for award of work at a cost for the execution of Project work of **DST**, then such cost will remain firm during the stipulated time period so long as there is no change in the scope and specification of work. \_\_\_\_\_ will award 'work to contractor(s)' at 'firm cost' with no provision of escalation except for enhancement in cost due to statutory duties and taxes.

1.6.10 **Currency of Payment:** All payments shall be made in Indian Rupees.

**1.7 Fairness and Good Faith**

**1.7.1 Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to **DST** all reasonable measures to ensure the realization of the objectives of this Agreement.

**1.7.2 Operation of the Agreement:** The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will make their best efforts to agree on such action as may be necessary to remove the cause or causes of such non- fairness.

## **1.8 Settlement of Disputes**

**1.8.1 Amicable Settlement:** Performance of the Agreement is governed by the terms & conditions of the Agreement, in case any dispute arises between the Parties regarding any matter under the Agreement, either Party of the Agreement may send a written Notice of Dispute to the other Party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within Thirty (30) days after receipt. If that Party fails to respond within Thirty (30) days, or the dispute cannot be amicably settled within Sixty (60) days following the response of that Party, clause 1.8.2 shall become applicable.

**1.8.2** In event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India, In charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 (No.26 of 1996) shall not be applicable to the arbitration under this clause. The Award of the Arbitrator shall be binding upon the Parties to the dispute provided; however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

## **1.9 Liquidated Damages**

1.9.1 Executing Agency shall be required to complete the construction of project within the period stipulated in this MOU. In case of delay, which is not attributable to **DST**, it will be treated on part of \_\_\_\_\_ who will be solely liable for liquidated damages.

1.9.2 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 on the contractor, liquidated damages @ 1.5 % (one point five percent) on awarded contract value for each month of delay subject to a maximum of 10% (ten percent) of the awarded contract value and the benefit shall be passed on to the **DST**. Such a clause will be put in the Agreement / contract to be signed by \_\_\_\_\_ with the contractor(s).

1.9.3 In addition to the liquidated damages stated in para 1.9.2 above, in cases of delay (on account of any reason other than Force Majeure and delay attributed to **DST**) the Executing Agency shall also be liable to pay as damages to **DST** a sum calculated @ 0.20% (Zero point Two Zero percent) of the Agency Charges for each month of delay, subject to a maximum of 5% (Five percent) of the Agency Charges.

- 1.9.4 The Executing Agency shall be fully responsible for defending any suits or arbitration cases arising out of project in connection with the work between the Executing Agency and its Contractor(s).
- 1.9.5 Any compensation levied by the Executing Agency due to non-fulfilment of any clause of the contract by the contractor or any such recovery from the contractor for bad work or any other reasons whatsoever shall be passed on to the Client.

**1.10 Transfer of Agreement**

- 1.10.1 Executing Agency shall not assign or transfer the Agreement or any part thereof without prior written consent of **DST**. Thus the Agreement is not assignable, transferable or sub-licensable by the Executing Agency to any third party. The Executing Agency shall not assign or transfer its rights in any manner whatsoever under this agreement to a third party and shall ensure that no third party interest is created due to any of its action of whatsoever nature.
- 1.10.2 Executing Agency shall act as an independent entity fully performing responsible for all services under the Agreement. It shall maintain complete control over its employees, who shall in no case, represent **DST** or act in its name, without its prior written approval.

**1.11 Miscellaneous provisions**

- i. Any failure or delay on the part of any Party to exercise right or power under this Agreement shall not operate as waiver thereof.
- ii. The Executing Agency shall notify DST of any material change in its status as legal entity, in particular, where such change or winding up proceeding which would impact on performance of obligations under this Agreement.
- iii. The Executing Agency shall at all times indemnify and keep indemnified **DST**/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Executing Agency's) employees or agents or caused by any action, omission or operation conducted by or on behalf of the Executing Agency.
- iv. The Executing Agency shall at all times indemnify and keep indemnified **DST** against any and all claims by Employees, Workman, Companies, suppliers, agent(s), employed engaged or otherwise working for the Executing Agency , in respect of their wages, salaries, remuneration, compensation or the like.
- v. All claims regarding indemnity shall survive the termination or expiry of the Agreement.
- vi. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Executing Agency for any subsequent engagement, service or employment in any capacity in any office or establishment of the Government of India or **DST**.

**2.0 SPECIAL/SPECIFIC CONDITIONS OF AGREEMENT**

**2.1) Role/Duties/Responsibilities of \_\_\_\_\_.**

\_\_\_\_\_ will have following roles/duties/responsibilities under this MoU / Agreement.

2.1.1. \_\_\_\_\_ will consult **DST** at all stages of work ie T2 to T5 as per Annexure A' of this MoU, for this an Apex Committee and Joint Project Management and Monitoring Committee shall be formed that will have members from both **DST** and \_\_\_\_\_. A suggestive composition of these committees is give below. However, minor modification to the composition can be done from time to time as per need, with the consent of both sides.

2.1.2. **DST** may authorise / nominate any person(s) to inspect and check the construction and furnishing works from time to time to see that the building is being constructed as per drawings and specifications approved by **DST**. If any defects or variation are found and reported during inspection, they will be rectified within 30(thirty) days from its receipt. During the various stages of execution, the executing agency shall submit monthly progress reports with site photographs. The expenses on this account shall be borne by **DST**.

2.1.3. \_\_\_\_\_ shall get all statutory permissions/approvals related for construction of **DST** building from various authorities, including approval to the site plan etc., from the local body concerned in time bound manner, preferably within a time-frame of three to four months from the date of signing the MoU/Agreement. \_\_\_\_\_ shall submit applications / requests to such authorities on behalf of **DST**, parallely wherever possible, to avoid delays. All liasoning works with the statutory authorities will be the responsibility of \_\_\_\_\_. Requisite fee for obtaining such clearances will be initially paid by \_\_\_\_\_ from out of advance deposit released by **DST** to \_\_\_\_\_.

2.1.4. Contractor(s) so engaged by \_\_\_\_\_ shall abide by all safety regulations and standards during construction works. The contractor (s) / \_\_\_\_\_ shall be solely responsible for safety of workers and equipments at site and **DST** will not be responsible for any injury / mishap to the workers or damage to equipments during construction / maintenance phase. For all purposes of this MOU, the contractor (s) and his workers, \_\_\_\_\_ will be the Principal Employer.

2.1.5. For effective supervision and monitoring and ensuring high standard of construction works and procurement of items, \_\_\_\_\_ will constitute adequate number of quality and quantity control teams, with DST representatives.

2.1.6. \_\_\_\_\_ will prepare a time-activities chart/PERT chart observing the timelines specified in Annexure 'A' of this MoU and submit to **DST** within l(one) month of signing the MOU / Agreement to enable **DST** to monitor the progress of the Project.

2.1.7. **Time will be the essence of the Project.** \_\_\_\_\_ in consultation with **DST** shall lay down time schedules for activities that will be applicable to \_\_\_\_\_/Tenderer/ Contractor (s) and failure to adherence of time will attract such penalties as laid down in the \_\_\_\_\_ tender. Time line for major activities is as per Annexure "A" enclosed.

As per time schedule specified in Annexure A' of this MoU, the project will get completed within 16 months from the later of the following:

- (a) the payment of advance or (b) the date of handing over the site or (c) sanctioned of estimate or (d) approvals of Drawings by the statutory authorities or (e) finalisation / award of work.

- 2.1.8. For the purpose of payments, it may spread to three financial years i.e 2013-14, 2014-15 and 2015-16. Budget provisions for payment to \_\_\_\_\_ in three financial years will be in the order of 25%, 50% and 25% respectively subject to the condition that time lines are met and there are no delays. In case of actual expenditure exceeds these budget provisions, **DST** shall get the same enhanced as per need.
- 2.1.9. The newly constructed building will be under the statutory Defect Liability Period (DLP) of \_\_\_\_\_ for one year. The period of one year will be counted from the date of takeover of building by **DST** after satisfactory completion with requisite statutory clearances. Any defects /shortcomings brought to the notice of \_\_\_\_\_ during one year DLP shall be attended by \_\_\_\_\_ without any cost to **DST**.
- 2.1.10. After the statutory DLP, the building shall be handed over to \_\_\_\_\_ for five year annual comprehensive maintenance. For maintenance purposes \_\_\_\_\_ will charge for repairs / replacements on actual charge basis and agency charges at a rate and terms mutually acceptable to both **DST** and \_\_\_\_\_ by entering into separate Agreement.
- 2.1.11. The recommendations of CFEES, CFSL and Fire Department copies of which will be provided by **DST** to \_\_\_\_\_ and their further advise received from time to time will be duly incorporated while preparing the estimates/tenders specifications and constructing the new building.
- 2.1.12. \_\_\_\_\_ will provide copies of various documents connected with the project in question like tender document(s), work order(s) issued to the contractor, passed bills and so on, and such other documents required by DST from time to time,
- 2.1.13. The project will be open for examination by the Central Government agencies like CTE/CVC/CAG.
- 2.1.14. Upon completion of the work, \_\_\_\_\_ shall send a completion report with all building and services drawing and maintenance manual to **DST** in writing along with statement of final expenditure duly audited by \_\_\_\_\_ authorized auditors. Any unutilized portion of the amounts paid to the \_\_\_\_\_ towards the project shall be refunded to the **DST** immediately on completion of the project along with interest accrued if any within 30 days of the said completion.
- 2.1.15. \_\_\_\_\_ shall be responsible for the Structural Stability/Soundness/Safety and requisite certificate for the building including safety against earthquake(s) will be furnished by \_\_\_\_\_.
- 2.1.16. \_\_\_\_\_ will arrange Guarantee or Indemnity Bond from the deployed contractors for any leakage and/or seepage of any kind emanating from construction defects in any part of the building constructed under this Agreement for a period five years from the date of completion.
- 2.1.17. \_\_\_\_\_ will arrange Guarantee or indemnity Bond from the deployed contractors for Anti-Termite treatment for a period of five years from the date of completion.
- 2.1.18. During the course of implementation of the project and upon completion of the project, \_\_\_\_\_ shall remove all waste material/debris from the site within 30(thirty) days failing which **DST** shall get such waste material/debris removed from site at the cost and risk of \_\_\_\_\_ and this will also entail imposition of penalties on \_\_\_\_\_ and / or withholding of their balance payment.

2.1.19. \_\_\_\_\_ shall make arrangements for storage of construction materials / items at their own cost at site and shall be solely responsible for its safety /security.

**2.2 Role / Duties / Responsibilities of DST:**

2.2.1 **DST** shall extend all support and help to \_\_\_\_\_ in obtaining statutory clearances related to land and building, **DST** will also bear the cost towards application fee to be paid to various statutory authorities towards such clearances.

2.2.2 To convey timely approval(s) to Project estimates.

2.2.3 To convey timely approvals to various architectural designs and layout plans.

2.2.4 To release timely payments in accordance with the agreed terms and conditions under this MoU / Agreement.

2.2.5 To supervise and monitor the quantity and quality aspects of various works and services, point out defects/deficiencies if any, to \_\_\_\_\_ and get the same rectified. In case of any serious defect / violation, **DST** may issue on the spot instructions to contractor / workers to suspend / temporarily stop this work till specific instructions are issued through \_\_\_\_\_.

2.2.6 To do any other incidental action required for the successful and smooth construction of the building.

2.2.7 **DST** will duly release payments after satisfying the quality and quantum of work as well as its completion within the agreed time schedule.

**3) Committees with Roles and Responsibilities:**

Following two committees shall be formed for coordination and monitoring activities:

**3.1) Apex Committee :** The Apex committee shall be chaired by Secretary **DST** with Director / ED \_\_\_\_\_, Chief Project Coordinator \_\_\_\_\_, JS(A), JS&FA, one Scientist G, **DST** as Members and Director (A) / HoD, **DST** as Member Secretary (few other members from **DST**/ \_\_\_\_\_ can be nominated / Co-opted as per need).

**3.1.1. Roles and Responsibility of Apex Committee:**

- a) Shall be the final authority for Approving architectural designs and layout plan of the building.
- b) Give suggestions for improvement / modifications at any stage of the Project.
- c) Any matter remaining unresolved at Joint Project Management & Monitoring Committee level will be put up to the Apex Committee.
- d) The Apex Committee shall generally meet every month to review the progress of the building works.

**3.2) Joint Project Management & Monitoring Committee:** The Joint Project Management & Monitoring Committee (PMC) shall be co-chaired by \_\_\_\_\_ from **DST**'s side and designated \_\_\_\_\_ from \_\_\_\_\_ side with concerned GM/ DGM \_\_\_\_\_, Dir. IFD, one Scientist G, **DST** as Members and Dir (A) &HoD, **DST** as Member Secretary.



**3.2.1 Roles and Responsibility of Joint Project Management & Monitoring Committee:**

- a) The Joint Project Management & Monitoring Committee will coordinate in respect of all statutory clearances required for the land / building.
- b) All designs, layout plans will be laid before the committee for discussions /suggestions before final approval by **DST** / Apex Committee.
- c) Give on the spot directions/ decisions for any modification /improvement related to the Project.
- d) Will form sub-committees / teams for monitoring & coordination of specific jobs.
- e) Shall review progress and visit building site jointly every fortnight / regular intervals as considered necessary.

**4. Overall coordination:** Both \_\_\_\_\_and **DST** will nominate one of its senior officers for overall coordination on day-to-day basis.

**4.1. Chief Project Coordinator:** Both \_\_\_\_\_and **DST** will nominate one of its officers, preferably at ED / JS level as the Chief Project Coordinator.

**5) SCOPE OF WORK:** The detailed work related to the new building will be carried out as laid down in the Scope of Work (**Annexure 'B'**)

**TIMELINES FOR COMPLETION OF THE PROJECT**

The project timelines to be adhered w.e.f. date of signing of MOU / Agreement taken as T1 are given below. **Adherence to these timelines is the essence of the Agreement.** \_\_\_\_\_ should insist that only those bidders/Contractors who have the capacity, capability and wherewithal, including infrastructure and manpower for deploying round the clock in multiple shifts / parallel in various sectors, and are agreeable to undertake and complete the Project within agreed time frame are selected / deployed / engaged.

**BROAD TIMELINE**

<b>SI. No.</b>	<b>Mile Stone</b>	<b>Dates / Timelines (outer limits for completing work in all respects)</b>	
1	Signing of MOU / Agreement / release of advance payment of 10%.	T1	T1 + 0
2	Preparation and getting approvals of architectural design, layout plan along with presentation(s) before Apex Committee of <b>DST</b> .	T2	T1+ 1 Months
3	Getting clearances from all Statutory Authorities related to building and for start of construction works (Including approval of site plans from local bodies). Award of work for the Project.	T3	T2 + 3 Months
4	Finalisation of tender documents and call of tenders for award of Project work.	T4	T3 + 2 Months
5	Full Scale construction, completion and handing over of building in ready to occupy state to <b>DST</b> with all statutory clearances.	T5	T4 + 16 Months

**SCOPE OF WORK**

1. \_\_\_\_\_ shall get all statutory permissions/approvals related for construction of **DST** building from various authorities, including approval to the site plan etc., from the local body concerned.
2. Preparation of architectural design and layout plans for the building including interiors, landscaping, horticulture plan etc. Making presentation before the Apex Committee and incorporating changes / suggestions made by the committee.
3. Seeking approvals from **DST** for architectural design and layout plans before commencement of work.
4. Ground + 4 storey structure with two level basement parking and lift facility or as per approved design.
5. Providing auxiliary facilities like Kitchen(s) / kitchenette(s), drinking water, washrooms, Sewage/drainage etc.
6. Furnishing offices (including furniture / fixtures and interiors) including modular furniture for PA's / PS's/ PPS's and supporting staff.
7. Providing allied facilities like Fire Alarm / Fire fighting systems, lightening arrestors, air-conditioning, ventilation, IT Backbone with LAN facilities.
8. Providing centralised UPS Power system for computers, Fax, Intercom, peripherals, emergency lights etc. The UPS power system should be of reputed make and it should be under AMC.
9. Provide intercom facility with latest features for 500 internal connections. The EPABX / Exchange should have facility for terminating OFC / PSTN lines of MTNL or any service provider. The EPABX / Exchange should be of reputed make.
10. Provide state of art Conference hall(s) with modern features like projectors, digital screens, LAN with good acoustics and lightening system.
11. Make proper arrangements for Fire / Emergency exits and escape routes with easy access.

**Note:** This is only an indicative list and scope of work shall indicate all such works / services, provision of furniture & fixture items etc. which are required to put in place a Ready-to-occupy', state-of-art building with all the modern facilities as indicated by **DST**, and will include all pre-implementation / construction activities as well as post construction DLP.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

**Signed by**

( ) ( )  
In presence of (Witnesses)

(i)

(ii)

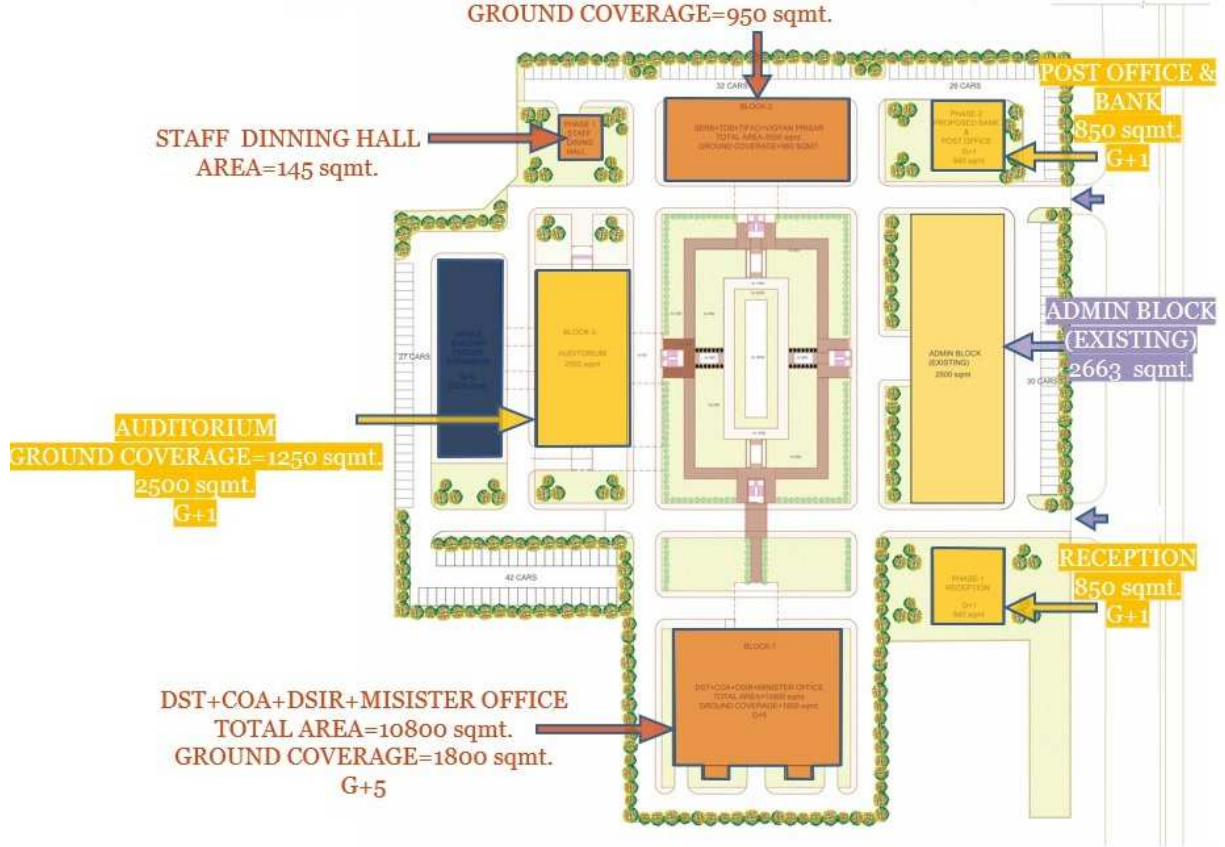
**Check List**

The following documents are required for evaluation for qualifying technical bid as mentioned in Serial Numbers-14, 15 and 16 and in addition to Serial Number-14, 15 and 16, the following documents are also required for evaluation of technical bids by **CEC**.

- (i) Tender documents duly completed and signed.
- (ii) Tender Fee.
- (iii) Earnest Money Deposit (EMD).
- (iv) Income-Tax Returns for last 7 years ending 2015-16.
- (v) MoUD notification to Central Government Organizations/ PSUs to carry out civil, electrical works, etc.
- (vi) Certificate to be furnish by bidders stating that the contractor/ contractors will not allow or permit any Employee to participate in any trade union activities or agitation in Technology Bhavan premises.
- (vii) Original tender document duly signed and stamped at all pages.
- (viii) Satisfactory Performance certificate.
- (ix) Technical bid shall be free from any condition by bidders. Conditional bids shall not be considered and shall be rejected without assigning any reason.
- (x) The firm failing to qualify technical bid shall not be considered for opening of Financial Bid.
- (xi) Compliance of Serial Number-14 (pre-qualification/eligibility criteria), Serial Number-15 (experience criteria) and Serial Number-16 (financial criteria) as given in the tender documents.

**OVERALL LAYOUT**

SERB+TDB+TIFAC+VIYAN PARISAR : TOTAL AREA=5700 sqmt.  
 GROUND COVERAGE=950 sqmt.



**Agency charge to be quoted by the bidders**  
**(Only Organizations/ PSUs Eligible under Rule 133(3) of GFR, 2017).**

Sl No	Description of work	<b>Lump sum service charges</b> to be quoted by Organizations/PSUs only Eligible under Rule 133(3) of GFR, 2017, as mentioned in the Request For Proposal.	Remark
1	2	3	4
1	Execution of a new state-of-art building at Technology Bhavan premises, Department of Science & Technology at New Delhi. The Preliminary Cost Estimate is Approximately Rs. 160.00 crore (without taxes).		

**Note: -**

- (I) The service charge to be quoted by all bidders shall be on lump sum basis and shall be without any taxes on lump sum service charges. The taxes on lump sum service charges shall be paid as per Government of India notification from time to time.**
- (II) Lump sum service charges to be quoted by all the bidders should be both in figures and words.**
- (III) Rs.3.62 crore will be deducted from L-1 bidder towards the expenditure incurred by DST for preparation and finalization of layout plan and also for obtaining height clearance for construction of new building from Airport Authority of India.**
- (IV) The L-1 bidder shall work as Project Executing Agency for this work on behalf of DST and shall be paid actual cost of work, plus the lump sum service charges.**

Signature of authorized person of PSUs/ Organizations

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

Name of signatory:

Designation :