

TENDER DETAILS

Name of the Organization	PFC Consulting Limited (PFCCCL)	
Type of Organization	Public Sector Undertaking	
Tender Ref. No.	08/ORG/2016/Interior work	
Tender Title	E-Tender on item rate basis for Interior designing & execution work for office space at 7 th floor ('A' Wing) and 9 th floor ('A' Wing), Statesman House, Barakhamba Road, Connaught Place, New Delhi-110001.	
Product Category	Interior designing & Execution on item rate basis.	
Sub-Category		
EMD	Rs 2,50,000/-	
Document Cost	NIL	
Tender Type	E Tender - Open.	
Location	New Delhi.	
Document Download Date (from website)	26.05.2016	
Last Date for Submission	09.06.2016	Upto: 11:00 AM
Opening Date	09.06.2016	At : 11:30 AM
Work Description	Interior designing & execution work for office space at 7 th floor ('A' Wing) and 9 th floor ('A' Wing), Statesman House, Barakhamba Road, Connaught Place, New Delhi-110001.	
Bid Documents	Available on Website i.e. www.pfcclindia.com and www.tcil-india-electronictender.com	
State	New Delhi	
For further Information Contact :		
Name :	VP (Unit 1)	
E-mail :	vk_jain@pfcindia.com	
Phone Office	011-23456128	
Address :	PFC Consulting Limited, First Floor, "Urjanidhi", 1 Barakhamba Lane, Connaught Place, New Delhi-1	

PFC CONSULTING LIMITED
Urjanidhi, 1 Barakhamba Lane, Connaught Place, New Delhi-110 001

Bid Invitation Letter

Ref. No. 08/ORG/2016/Interior work

Date: 26.05.2016

Sub: E-Tender on item rate basis for Interior designing & execution work for office space at 7th floor ('A' Wing) and 9th floor ('A' Wing), Statesman House, Barakhamba Road, Connaught Place, New Delhi -110001.

Dear Sir,

PFC Consulting Limited (A wholly owned subsidiary of Power Finance Corporation Ltd., a Govt. Of India Undertaking under the Administrative Control of Ministry of Power) invites e-Tender on item rate basis for Interior designing & execution work for office space at 7th floor ('A' Wing) and 9th floor ('A' Wing), Statesman House, Barakhamba Road, Connaught Place, New Delhi-110001.

The scope of work in Interior Designing includes preparing layout plans of the above floors incorporating PFCCCL requirements, 2 D & 3 D design presentations, working drawings of flooring, false ceiling, partitioning, electrical fittings & wiring, LAN, WAN etc., telephone cabling, plumbing, HVAC, fittings & fixtures including office furniture (Excluding chairs) and other allied works including detailed BOQ's alongwith cost.

The scope of work in execution includes flooring, false ceiling, partitioning, electrical, networking, plumbing, HVAC, fittings & fixtures including office furniture (Excluding chairs) and other allied works.

The following documents are enclosed which need to be uploaded duly signed in each and every page in token of acceptance along with **Earnest Money Deposit** of Rs. 2,50,000/- (Rs.Two lacs Fifty Thousand Only).

S. No.	Description Tender Documents	
	Techno-commercial Bid	Pages
1.	Invitation to Bid	4-7
2.	General Purchase Conditions (Section - GPC) Annexure I	8-24
3.	Instruction to Bidder (Section INB) Annexure II	25-34
4.	Information & Special Conditions (Section I&SC) Annexure III	35-47
5.	Design Requirements Annexure IV	48-49
6.	Annexure V Schedule-1 (Qualifying Requirement Data) Schedule-2 (Technical Deviations) Annexure V Schedule-3 (Commercial Deviations) Schedule-4 (Authorization Letter) Schedule-5 (Proposed Methodology, Work Plan, Resources and Manpower for Undertaking the Tasks as per Scope of Work and Deliverables) Schedule-6 (Curriculum Vitae for each member of Contractor's Team)	50-55
7.	i. Letter to be furnished by Bidder – Performa Appendix-I ii. Performa for Bank Guarantee for Contract Performance Appendix-II iii. Performa of bank Guarantee for EMD Appendix-III iv. Format for Integrity Pact - Appendix-IV	56-59
	Design Presentation Bid	

8.	Design presentation with 2D & 3D Annexure VI	60-61
	Price Bid	
9.	Format for Quoting Rates (Price Bid) Annexure VII	62-63
	EXAMPLES	
10.	EXAMPLE of Detailed Bill of Quantities (BOQ) to be provided alongwith specifications and Makes	64-70
11.	EXAMPLE OF LIST OF MAKES FOR CIVIL INTERIOR FITOUT WORKS	71-78
	E – Tendering related	
12.	Special Instructions to Bidders for e-Tendering Appendix- V	79-84

The bidders are required to submit EMD i.e. Rs. 2,50,000/- (Rs.Two lacs Fifty Thousand Only) in the form of Demand Draft/Banker's Cheque drawn in favour of "PFC Consulting Ltd." payable at New Delhi. (Bidders are required to write their name and full address on the back of Bank Draft/Banker's Cheque submitted in support of tender document) or an irrevocable bank guarantee issued from any nationalized bank or reputed commercial bank in favour of PFC Consulting Ltd., New Delhi in the Performa enclosed as Appendix – III.

In case no deviation is proposed in any of the clauses of technical or commercial enunciated in tender document, the bidders are required to specify NIL categorically in Annexure V, Schedule 2&3. If the annexure are left blank then it will be considered as no deviation is requested and the bidder is accepting all the terms and conditions. Non-submission of Annexure V, Schedule 2&3 will amount to no deviation from tender documents.

Earnest Money Deposit of Rs. 2,50,000/- (Rs.Two lacs Fifty Thousand Only) to be submitted in an envelope, which should be sealed and super scribed as "Tender on item rate basis for Interior designing & execution work for office space at 7th floor ('A' Wing) and 9th floor ('A' Wing), Statesman House, Barakhamba Road, Connaught Place, New Delhi -110001 - Due on 09.06.2016 at 11.00 A.M." and addressed to :

VP (Unit 1)
PFC Consulting Ltd."Urjanidhi",
1, Barakhamba Lane, Connaught Place, New Delhi – 110 001

Note:

Date of Pre Bid Conference: 02.06.2016 at 11:00 AM at PFCCL' office

Due Date &Time: 09.06.2016, 11:00 AM

Opening Date &Time: 09.06.2016, 11:30 AM

The above sealed envelope is to be submitted to office of VP (Unit 1), PFC Consulting Ltd. at First Floor, "Urjanidhi" before the due date as mentioned above.

Thanking you,

Yours faithfully,

Sd/-

(V K Jain)
VP (Unit 1)

“E-Tender on item rate basis for Interior Designing & Execution work for office space at 7th floor (‘A’ Wing) and 9th floor (‘A’ Wing) Statesman House, Barakhamba Road, Connaught Place, New Delhi-110001.”

INVITATION TO BID (INB)
Reference Number: 08/ORG/2016/Interior work



PFC CONSULTING LTD
(A Wholly owned subsidiary of PFC Ltd.)
Corp. Office: "Urjanidhi", 1 Barakambha Lane, Connaught Place,
New Delhi-110001

PFC CONSULTING LIMITED
Urjanidhi, 1 Barakhamba Lane, Connaught Place, New Delhi-110 001

Invitation to Bid

Ref. No. 08/ORG/2016/Interior work

Date: 26.05.2016

- 1) Item rate E-tenders are invited on behalf of the PFC Consulting Limited from Design & Build firms working on turnkey model for Interior designing & execution work for office space at 7th floor ('A' Wing) and 9th floor ('A' Wing) Statesman House, Barakhamba Road, Connaught Place, New Delhi-110001.

- 2) The time table for bid process is as follows:

Place of Submission & Opening of Bids	At PFCCL office through e-procurement website (https://www.tcil-india-electronictender.com)
Issue of NIT & Date of commencement of sale of NIT (from https://www.tcil-india-electronictender.com)	26.05.2016
Pre- Bid Meeting	02.06.2016 at 11:00 hrs
Last Date of downloading of NIT (on https://www.tcil-india-electronictender.com)	09.06.2016
Last Date & Time for receipt of Bid (on https://www.tcil-india-electronictender.com)	09.06.2016 up to 11:00 hrs
Date & Time of Opening of Technical Bids	09.06.2016 at 11:30 hrs
Design presentation	14.06.2016 from 10:30 hrs onwards; Bidders who are technically qualified would be intimated for presentation stage
Date & Time of Opening of Price Bids	Bidders who are technically qualified would be intimated
Address for communication	VP (Unit 1) PFCCL, 1stFloor, Urjanidhi, 1, Barakhamba Lane, New Delhi – 110 001 Tel : 011-23456128, 23456122, Fax : 011-23456111 Email : - vk_jain@pfcindia.com/ prakash_shivnani@pfcindia.com

Bidders are required to be registered on the e-procurement portal of TCIL i.e. <https://www.tcil-india-electronictender.com>.

Official tender documents have to be downloaded from <https://www.tcil-india-electronictender.com> after registration on the above website for participation in the tendering process before the closure date of sale of tender documents.

Bidders are at liberty to download the tender document from PFCCL website.

- 3) The Bidders would be required to upload on the e-portal of TCIL i.e. <https://www.tcil-india-electronictender.com>, the Technical Bid along with the 2D & 3D Designs, AUTOCAD drawings, Bill of Quantities (BOQs), Specifications and Makes latest by **June 09, 2016 at 11:00 hrs (IST) (Note: Technical Bid should not contain any price)**. The Technical bids would be opened on the same day i.e. **June 09, 2016 at 11:30 hrs (IST)** on the e-portal of TCIL i.e. <https://www.tcil-india-electronictender.com>. The bidders qualifying at Technical stage would be invited for a presentation of their 2D and 3D designs, specifications, BOQs etc. One design which meets the requirement of PFCCL as provided in the bid and is best suited with aesthetic excellence will be chosen by a committee of PFCCL. In case of any suggestions by the committee in the selected design, the bidder whose design has been selected shall be required to carry out modification / alteration alongwith modified BoQs, within two days of such intimation and shall be eligible for payment of Rs. 2,00,000/- as cost of the design. In case of any delay in modification/ alteration, the payment of above fee shall be made after deducting a penalty amount of 10% of the above fee.

The final design along with BOQ, Specifications and Makes will be made available to all the technically qualified bidders for quoting their prices. Price Bids would be uploaded by the bidders on the e-portal of TCIL i.e. <https://www.tcil-india-electronictender.com> on or before the date (Due Date) and time intimated by PFCCL. The price bids of all the bidders would be opened on the e-portal of TCIL i.e. <https://www.tcil-india-electronictender.com> on the Due Date.

- 4) Requisite Earnest Money Deposit (EMD) in form of demand draft of any nationalized bank or scheduled bank or Bank Guarantee from any nationalized bank or scheduled bank in favour of PFC Consulting Ltd. Payable at New Delhi in the office of PFCCL latest by the Bid due date i.e. **June 09, 2016 at 11:00 hrs (IST)**. PFCCL shall not be responsible for any postal delay in r/o EMD whatsoever. All bids must be accompanied by a DD/ Banker Cheque / Bank Guarantee for an amount of Rs. 2,50,000/- as specified in the NIT and any bid not accompanied by the required DD/ Banker Cheque / Bank Guarantee shall not be opened. Scanned copies of banker cheque or demand draft / Bank Guarantee of EMD need to be uploaded on <https://www.tcil-india-electronictender.com> while submitting bids. Bids of the bidders who have not submitted the EMD in physical form in the office of PFCCL by the due date & time shall not be opened.

5) **MINIMUM QUALIFYING REQUIREMENTS (ELIGIBILITY CRITERIA) OF BIDDERS.**

- 5.1 Bids for the above mentioned work are invited from eligible and approved Design & Build agencies of CPWD, MES, P&T and other reputed Design & Build agencies for having relevant experience in providing Interior designing & execution of work on item rate basis to reputed organizations in Public / Private Sector.

- 5.2 The Bidder should have satisfactorily completed any of the following works during the last 5 years preferably for Public Sector Undertakings / reputed private sector organizations. (The period of 5 years for the purpose of having completed similar works shall be from 09.06.2011 to 09.06.2016) The bidder shall submit certificate of proof from the appropriate authority i.e. owner or owner's representative of having satisfactorily completed following:

- 5.2.1 At least one similar single interior work costing not less than Rs.1.20 crore or having area of not less than 600 square meter. (sq. m.) in any one year; **or**

- 5.2.2 At least two similar interior works each costing not less than Rs.0.60 crore or having area of

each not less than 400 sq.m. in any one year; **or**

- 5.2.3 At least three similar interior works each costing not less than Rs. 0.40 crore or having area of each not less than 300 sq.m. in any one year.
- 5.3 The average annual turnover should not be less than Rs.1.50 crore during the last 5 years.
- 5.4 Must be registered with Service Tax, Sales Tax & other required authorities / departments.
- 5.5 The bidder should be an income tax assessee and should have filed IT returns for the last three assessment years.
- 5.6 The bidder must not have been at any time declared as insolvent or black-listed or convicted for any offence by any Authority or have any pending disputes / litigation against him. PFCCL reserves the right to verify the credentials of the bidder.
- 5.7 Bidder is required to sign the Integrity Pact with PFCCL as per format & terms and conditions enclosed with tender. The attached copy of the Integrity Pact at Appendix-IV shall be included in the Bid submitted by the bidder (to be executed by the bidder for all tenders of value Rs. 1 (One) crore and above). In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.
- 6) The time allowed to carry out & complete the work will be 90 days from the date of Lol/ LoA.
- 7) No further discussion/ interface will be granted to bidders whose bids have been disqualified. PFCCL reserves the right to accept or reject in part or full any or all the offers without assigning any reason whatsoever.
- 8) Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable to rejection.
- 9) The tender for the works shall remain open for acceptance for a period of 120 days (One Hundred & Twenty days) from the date of opening of tenders. If any Bidder withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable or the Design & Build firm fails to commence the work, then the PFCCL shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid.
- 10) This Invitation to bid shall form a part of the contract document. The successful Bidder, on acceptance of his tender by the Owner, shall start the work, within 7 days from the date of Lol/ LoA .
- 11) All the documents including NIT, Additional Conditions, Special Conditions, General & Specification if any etc. forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto, would be part of contract.
- 12) A pre-bid meeting will be held at PFCCL's office on 02.06.2016 at 11.00 hrs. to clarify the bidders various issues raised in accordance with NIT.

For & on behalf of

PFC CONSULTING LTD

**V K Jain
VP (Unit 1)**

“E-Tender on item rate basis for Interior Designing & Execution work for office space at 7th floor (‘A’ Wing) and 9th floor (‘A’ Wing) Statesman House, Barakhamba Road, Connaught Place, New Delhi-110001.”

**GENERAL PURCHASE CONDITION
(SECTIONS-GPC)
Annexure-I**

Reference Number: 08/ORG/2016/Interior work



PFC CONSULTING LTD
(A Wholly owned subsidiary of PFC Ltd.)
Corp. Office: "Urjanidhi", 1 Barakambha Lane, Connaught Place,
New Delhi-110001

SECTION-GPC

GENERAL PURCHASE CONDITION

1.0 DEFINITION OF TERMS

- 1.1. The 'Contract' means the agreement entered into between Owner and Contractor (Design Build firm) as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.2. 'Bidder' shall mean the firms participating in the bidding process.
- 1.3. 'Owner' shall mean the PFC CONSULTING LTD. (PFCCL), New Delhi, India (A wholly owned subsidiary of PFC Ltd., A Government of Undertaking) having its Corporate office at First Floor, "Urjanidhi" 1 Barakhamba Lane, Connaught Place, New Delhi – 110 001 and shall include their legal representatives, successors and assigns
- 1.4. 'Contractor' or "Manufacturers" or "Design Build Agency" shall mean the Bidder whose bid will be accepted by the Owner for the award of the Works and shall include such successful Bidder's legal representatives, successors and permitted assigns.
- 1.5. 'Sub-Contractor' shall mean the person named in the Contract for any part of the Works or any person to whom any part of the Contract has been sublet by the Contractor with the consent in writing of the Engineer and will include the legal representatives, successors and permitted assigns of such person.
- 1.6. 'Engineer-In-Charge/ Engineer' shall mean the officer / authorized representative appointed in writing by the Owner to act as Engineer from time to time for the purpose of the Contract by the Owner.
- 1.7. 'Consulting Engineer'/ 'Consultant' shall mean any firm or person duly appointed as such from time to time by the Owner.
- 1.8. The terms 'Equipment', 'Stores', and 'Materials' shall mean and include equipment, stores and materials to be provided by the Contractor under the Contract.
- 1.9. 'Works' shall mean and include the furnishing of equipment/materials at site and if required, supervision of unloading, storage, handling at site, erection, testing & commissioning and putting into satisfactory operation as defined in the Contract.
- 1.10. 'Specifications' shall mean the Specifications and Bidding Document forming a part of the Contract and such other Schedules and drawings as may be mutually agreed upon.
- 1.11. 'Site' shall mean and include the land, building and other places on, into or through which the Works and the related facilities are to be erected or installed and any adjacent land, paths, street or reservoir which may be allocated or used by the Owner or Contractor in the performance of the Contract.
- 1.12. The term 'Contract Price' shall mean the price quoted by the Contractor in his bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award, for the entire scope of the works.
- 1.13. 'Manufacturer's Works' or 'Contractor's Works' shall mean the place of Works used by the manufacturer, the Contractor, their collaborators/associates or Sub-Contractors for the performance of the Contract.

1. 14. 'Inspector' shall mean the Owner or any person nominated by the Owner from time to time, to inspect the equipment, stores or Works under the Contract and/or the duly authorized representative of the Owner.
1. 15. 'Notice of Award of the Contract' / 'Letter of Award' / 'Telex of Award' shall mean the official notice issued by the Owner notifying the Contractor that his bid has been accepted.
1. 16. 'Date of Contract' shall mean the date on which Notice of Award of Contract/Letter of award has been issued.
1. 17. 'Month shall mean the calendar month. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each. A 'Week' shall mean continuous period of 7 (seven) days.
1. 18. 'Writing' shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.
1. 19. When the words 'Approved', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', 'Where Directed', 'When Directed', 'Determined by', 'Accepted', 'Permitted', or words and phrases of like importance are used the approval, judgment, direction etc., is understood to be a function of the Owner/Engineer.
1. 20. Test on completion shall mean such tests as prescribed in the Contract to be performed by the Contractor before the work is taken over by the Owner.
1. 21. 'Start up' shall mean the time period required to bring the equipment covered under the Contract from an inactive condition, when construction is essentially completed, to the state ready for trial operation. The startup period shall include preliminary inspection and checkout of equipment and supporting sub- system, initial operation of the complete equipment covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shut down, inspection and adjustment prior to the trial operation period.
1. 22. 'Initial operation' shall mean the first integral operation of the complete equipment covered under the Contract with the sub-system and supporting equipment in service or available for service.
1. 23. 'Trial operation', 'Reliability Test', 'Trial Run', 'Completion test', shall mean the extended period of time after the startup period. During this trial operation period the unit shall be operated over the full load range. The length of Trial Operation shall be as determined by the Engineer, unless otherwise specified elsewhere in the Contract.
1. 24. 'Performance and Guarantee Test' shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the Contract Documents.
1. 25. The term 'Final Acceptance' shall mean the Owner's written acceptance of the Works performed under the Contract, after successful commissioning/completion of Performance and Guarantee Tests, as specified in the accompanying Technical Specifications or otherwise agreed in the Contract.
1. 26. 'Commercial Operation' shall mean the condition of operation in which the complete equipment covered under the Contract is officially declared by the Owner to be available for continuous operation at different loads up to and including rated capacity. Such declaration by the Owner, however, shall not relieve or prejudice the Contractor of any of his obligations under the Contract.

- 1.27. 'Warranty Period'/ 'Maintenance Period' shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the Works performed under the Contract.
- 1.28. 'Latent Defects' shall mean such defects caused by faulty material or workmanship which cannot be detected during inspection, testing etc. based on the technology available for carrying out such tests.

2.0 SUBMISSION OF BIDS

- 2.1 The entire process of bidding shall be through e-procurement/e-tendering at <https://www.tcil-india-electronictender.com>. If any brochures / specifications relating to items is required, in such case their scan copy to be uploaded in technical bids. Bids submitted online at above web site shall only be considered.
- 2.2 The Bidders would be required to upload on the e-portal of TCIL i.e. <https://www.tcil-india-electronictender.com>, the Technical Bid along with the 2D & 3D Designs, AUTOCAD drawings, Bill of Quantities (BOQs), Specifications and Makes latest by **June 09, 2016 at 11:00 hrs (IST)**.

Price Bids would be uploaded by the bidders on the e-portal of TCIL i.e. <https://www.tcil-india-electronictender.com> on or before the date (Due Date) and time intimated by PFCCL.

- 2.3 Requisite Earnest Money Deposit (EMD) in form of demand draft of any nationalized bank or scheduled bank or Bank Guarantee from any nationalized bank or scheduled bank in favour of PFC Consulting Ltd. Payable at New Delhi in the office of PFCCL latest by the Bid due date i.e **June 09, 2016 at 11:00 hrs (IST)**. PFCCL shall not be responsible for any postal delay in r/o EMD whatsoever. All bids must be accompanied by a DD/ Banker Cheque / Bank Guarantee for an amount of Rs. 2,50,000/- as specified in the NIT and any bid not accompanied by the required DD/ Banker Cheque / Bank Guarantee shall not be opened. Scanned copies of banker cheque or demand draft / Bank Guarantee of EMD need to be uploaded on <https://www.tcil-india-electronictender.com> while submitting bids. Bids of the bidders who have not submitted the EMD in physical form in the office of PFCCL by the due date & time shall not be opened.

3.0 SIGNATURE ON BIDS

- 3.1. The bid must contain the name and place of business of the person or persons making the bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.
- 3.2. Bid by a partnership must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s).
- 3.3. Bids by Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Company Secretary or other person or persons authorized to bid on behalf of such Corporation/Company in the matter.
- 3.4. Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.
- 3.5. The Bidder's name stated on the proposal shall be the exact legal name of the firm.

4.0 SEALING AND MARKING OF BIDS.

- 4.1. The envelope containing banker's cheque/ demand draft on a/c of EMD shall indicate the name and address of the Bidder to enable the envelope to be returned unopened in case it is declared "late" or "rejected". The envelope should bear the name of Tender, the reference number, and the words "**DO NOT OPEN BEFORE 09.06.2016**".
- 4.2. If the outer envelope is not sealed and marked as per above, the Owner will assume no responsibility for the EMD's misplacement or premature opening.

5.0 DEADLINE FOR SUBMISSION OF BID.

- 5.1. **Bids submitted by fax will not be accepted.**
- 5.2. Envelope containing banker's cheque/demand draft of EMD must be received by the Owner in physical form at the address specified above, not later than the time & date mentioned in the Invitation to Bid.
- 5.3. The Owner may, at its discretion, extend deadline for the submission of bids by amending the Invitation to Bid/ NIT, in which case all rights and obligations of the Owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

6.0 LATE BIDS

- 6.1. Any envelopes containing banker's cheque/demand draft of EMD received by the Owner after the time & date fixed or extended for submission of bids prescribed by the Owner, will be rejected and/or returned unopened to the Bidder.

7.0 EARNEST MONEY DEPOSIT (EMD)

- 7.1. Each bid shall be accompanied by an EMD amounting to Rs. 2,50,000/- in the form of bank draft/ Banker's Cheque in favour of PFC Consulting Ltd., New Delhi, payable at New Delhi from a Nationalized Bank or a reputed commercial bank or an irrevocable bank guarantee issued from any nationalized bank or scheduled bank in favour of PFC Consulting Ltd., New Delhi in the Performa enclosed as Appendix –III.
- 7.2. Any bid, not accompanied by the EMD is liable to be rejected by the Owner as non-responsive.
 - 7.2.1. EMD of the unsuccessful bidder shall be returned after the non-conditional acceptance of the Purchase Order by the successful bidder.
 - 7.2.2. The EMD of the successful bidder shall be returned after the said bidder submits the contract performance guarantee in specified form and its acceptance.
 - 7.2.3. The EMD may be forfeited without any notice or proof of damages etc.
 - (a) If a Bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid form. **OR**
 - (b) In the case of a successful Bidder if the Bidder fails:
 - (i) To accept Letter of Award/Purchase Order incorporating the agreements reached during pre- award discussion unconditionally.
 - (ii) To furnish Contract Performance Guarantee.
 - 7.2.4. No interest will be payable by the owner on the above EMD.

8.0 MODIFICATION AND WITHDRAWAL OF BIDS.

8. 1. No bid may be modified subsequent to the deadline for submission of bids.
8. 2. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval shall result in the forfeiture of bid security.

9.0 Language of Bid

9. 1. The bid prepared by the Bidder and all correspondence and documents relating to the bid, exchanged by the Bidders and the Owner, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For the purpose of interpretation of the bid, the English translation shall govern.

10.0 INFORMATION REQUIRED WITH THE BID.

10. 1. The complete information shall be provided by the Bidder in the form of separate sheets, drawing, catalogues, etc.
10. 2. Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.
10. 3. Standard catalogue pages and other documents of the Bidder may be used in the bid to provide additional information and data as deemed necessary by the Bidder.
10. 4. In case the "Bid Proposal" information contradicts NIT requirements, the NIT requirements will govern, unless otherwise brought out clearly in the technical / commercial deviation schedules.

11.0 OPENING OF BIDS BY THE OWNER

11. 1. The Bids shall be opened through e-tendering by the Owner on any date after the last date fixed for Bid receipt as specified in Invitation of Bids or in the case any extension has been given thereto, after the extended Bid submission date notified to all Bidders.
11. 2. The Bidders names, bid prices, modifications, bid withdrawals and the presence or absence of the requisite EMD and such other details as the Owner, at its discretion may consider appropriate, will be announced during opening of bids
11. 3. No electronic recording devices will be permitted during bid opening.
11. 4. The Technical bid shall be opened on the e-portal of TCIL i.e. <https://www.tcil-india-electronictender.com> on the schedule date as fixed by owner. After opening of Technical bids, bidders would be evaluated on the basis of bid responsiveness & qualifying requirements.

12.0 CLARIFICATION OF BIDS

12. 1. To assist in the examination, evaluation and comparison of bids the Owner may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

13.0 PRELIMINARY EXAMINATION

- 13.1. The Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 13.2. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of the errors as above, his Bid will be rejected and the amount of EMD forfeited.
- 13.3. The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In the case of any inconsistency in the prices, furnished in the specified price schedules to be identified in Bid Form for this purpose, the Owner shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of Contract use the lowest of the prices in these schedules.
- 13.4. Prior to the detailed evaluation, the Owner will determine the substantial responsiveness of each bid to the NIT. For the purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the NIT without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period or which limits in any way the responsibilities or liabilities of the Bidder of any right of the Owner as required in these NIT documents and specifications. The Owner's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 13.5. A bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

14.0 PRICE

- 14.1. The Bidder shall quote Firm prices valid till the complete execution of the order.
- 14.2. The Bidder shall quote on FOR Destination basis inclusive of designing, erecting, fixing, constructing, packing, forwarding, freight, insurance charges, all taxes & duties, installation charges, testing and commissioning charges etc, if any.
- 14.3. The Bidder shall quote price on Item rate basis for all the material and services, designing & execution.

15.0 TAXES AND DUTIES

- 15.1. All the Bidders are requested to familiarize themselves with the laws, rules and regulations prevailing in India and consider the same while developing and submitting their Proposal.
- 15.2. All Customs duties, Excise Duties, Sales Tax, Service Tax, VAT, Labour Welfare Cess and other levies payable by the bidder on design, execution, goods, equipments, components, Sub-assemblies, raw materials & any other items used for their consumption or dispatched directly to owner by the contractor or their sub- Contractors shall be included in the bid price & any such taxes, duties, levies additionally payable will be to bidder's account & no separate claim on this account will be entertained by the owner.
- 15.3. The Contractor shall be liable and pay all non-Indian taxes, duties, levies, lawfully

assessed against the Owner or the Contractor in pursuance of the Contract. Tax liability, if any, on Contractor's personal income & property shall be borne by the Contractor and shall be the responsibility of the Contractor as per Tax Laws of India.

15. 4. PFCCL shall be entitled to deduct applicable tax (if any) at source as per Indian Laws from all payments due to the Contractor under the contract.
15. 5. As regards the Indian Income Tax, surcharges on Income Tax and any other Corporate tax, PFCCL shall not bear any tax liability, whatsoever, irrespective of the mode of contracting. The Contractor shall be liable and responsible for payment of all such taxes, if attracted under the provisions of the law. In this connection, attention of Contractors is invited to the provisions of Indian Income Tax Act and the circulars issued by the Central Board of Direct Taxes, Government of India.
15. 6. If any rates of taxes / duties / levies (hereinafter called 'Tax') are increased or decreased, a new Tax is introduced, an existing Tax is abolished or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take in to account any such change by addition to the Contract Price or deduction there from, as the case may be. However, these adjustments would be restricted to direct transactions between the Owner and the Contractor and not on procurement of components/products/services etc. by the Contractor and shall also not be applicable on the bought out items dispatched directly from sub Contractor's works to site.

16.0 INSURANCE

16. 1. The bidder at his cost shall arrange, secure and maintain all insurance as may be pertinent and obligatory in terms of law to protect his interest and interests of the Owner against all perils. The responsibility to maintain adequate insurance coverage at all times till the equipment/materials "Taken Over" by the Owner shall be of Seller alone. The insurance covers to be taken by the bidder shall be in the name of Owner. The seller shall however be authorized to deal directly with the insurance company.
16. 2. Any loss or damage to the equipment/material during handling, transportation till sixty (60) days after the equipment / material under the contract reach Owner's warehouse shall be to the account of seller. The insurance policy to be taken by seller should be on warehouse to warehouse basis valid for a period of sixty days beyond the receipt of material by the Owner's consignee as stipulated in the Purchase Order. The seller shall be responsible for preference of all claims and make good for the damages or loss by way repairs and/or replacement of the material damaged or lost. The transfer of title shall not in any way relieve the bidder of the above responsibilities during the period of Contract.
16. 3. The insurance required to be taken by seller shall cover all risks including war, strike, riots and civil commotion etc. The scope of such insurance shall be adequate to cover the replacement/re-installment cost of the materials delivered at site. Notwithstanding the extent of insurance cover the amount of claim available from the underwriters and the time at which claim is available from the under underwriters, the seller shall be liable to make good the full availability as per Owner's requirements.

17.0 BID CURRENCIES

17. 1. Prices shall be quoted in Indian Rupees (Rs) only.

18.0 PERIOD OF VALIDITY OF BIDS

18. 1. Bids shall remain valid and open for acceptance for a period of 120 days after the date set

for Bid opening.

19.0 BID OPENING - E- Procurement

19. 1. Those bids whose EMD is not submitted before the due date and time shall not be opened. The Owner will examine all other Bids to determine whether they are complete whether the requisite EMDs have been furnished, whether the documents have been properly uploaded, and whether the Bids are generally in order.

20.0 PROCESS TO BE CONFIDENTIAL

20. 1. Any effort by a bidder to influence the Owner in the process of examination, clarification, evaluation and comparison of Bids, and in decisions concerning the award of Contract, may result in the rejection of his Bid.

21.0 CORRECTION OF ERRORS

21. 1. Bids determined to be sub-sequentially responsive will be checked by the Owner for any arithmetic errors in computation and summation, Errors will be corrected by the Owner as follows:

a) Where there is discrepancy between amounts in figures and in words, the amount in words will govern.

b) Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity, the unit rate as quoted will govern, unless in the opinion of the Owner there is an obviously gross misplacement of the decimal point in the unit rate, in which event the total amount as quoted will govern and the unit rate will be corrected.

21. 2. The amount stated in the Bid Form will be adjusted by the Owner in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and the EMD forfeited.

22.0 TIME SCHEDULE

22. 1. The time allowed to carry out & complete the work will be 90 days from the date of Lol/ LoA.

23.0 EVALUATION AND COMPARISON OF BIDS

23. 1. The Owner will evaluate and compare the Bids previously determined to be substantially responsive to the requirements of the bidding documents.

23. 2. In evaluating Bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

a) Making any corrections for errors

b) Excluding provisional sums

c) Making an appropriate adjustment for any other acceptable quantifiable deviations subject to responsiveness test.

d) If there is mismatch between the figure and the word, the amount given in words will be

considered

23. 3. Bidder shall state their Bid price for the payment schedules outlined in the specifications. Bids will be evaluated on the basis of this base price.
23. 4. The Owner reserves the right to accept or reject any variation, deviations or alternative offered. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to the Owner shall not be taken into account in Bid evaluation.
23. 5. Sales tax, Service tax, Labour Welfare Cess and other levies legally payable on the transaction between the Owner, the bidder & sub-Contractor shall be taken into account for Bid evaluation.
23. 6. Bid evaluation will be carried out based on total price quoted and award shall be made on the basis of least evaluated cost to the Owner.

24.0 AWARD CRITERIA

24. 1. The Owner will award the Contract to the bidder whose Bid has been determined to be substantially responsive to the bidding documents and has been determined as the lowest evaluated bid, provided further that the bidder has the capability and resources to carry out the Contract effectively.

25.0 OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

25. 1. The Owner reserves the right to accept or reject any e- Bid and to annul the e-bidding process and reject all e-Bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidders or bidders of the grounds for the Owner's action.

26.0 NOTIFICATION OF AWARD

26. 1. Prior to the expiry of the period of Bid validity prescribed by the Owner, the Owner will notify the successful bidder by e-mail, confirmed in writing by registered letter, that his Bid has been accepted. This letter (hereinafter and in the Conditions of Contract called "Notification of Award"/"Letter of Award") shall name the sum which the Owner will pay to the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price"). Within 5 days of receipt of the "Notification of Award"/"Letter of Award" the successful bidder shall sign and return a copy of the same to the Owner as acknowledgement of receipt of the same.
26. 2. The Notification of Award will constitute the formation of the Contract.

27.0 DELIVERY/SHIPMENT TERMS

27. 1. All the equipment/materials shall be dispatched to destination on FOR destination basis within the delivery period as stipulated in the Purchase Order/LOA.

28.0 CONTRACT PERFORMANCE GURANTEE (CPG) / SECURITY DEPOSIT

28. 1. Once the contract is awarded, the successful bidder is requested to submit Contract Performance Guarantee within 15 days of the receipt of Notification of Award from the Owner, for faithful performance of the contract, of value equal to 10% of the contract price in the form of Contract Performance Guarantee, Bank Guarantee provided in Appendix-II.

The contract performance bank guarantee shall be kept valid for a period of 15 months after the date of expiry of contract.

- 28.2. The Bank Guarantee shall be issued from (a) a Public Sector Bank or (b) a Scheduled Indian Bank.
- 28.3. Failure of the successful bidder to comply with the requirements of Clause 26.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which case the Owner may make the award to the next lowest evaluated bidder or call for new Bids.
- 28.4. The Contract performance Guarantee amount shall be payable to the Owner without any conditions whatsoever and these guarantee shall be irrevocable.
- 28.5. The Performance Guarantees shall cover additionally the following guarantee to the Owner:
 - a) The successful bidder guarantees the successful and satisfactory operation and maintenance of the equipments/ materials under the Contract as per specification and documents.
 - b) The successful bidder further guarantees that the equipments/ materials operated and maintained by him shall be free from all defects in workmanship and shall upon written notice from the Owner, fully remedy, free of expenses to the Owner such defects as developed under the normal use of the said equipments and materials within the period of Warranty/Guarantee in the relevant clauses.

29.0 LOCAL CONDITIONS

- 29.1. It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the performance of the Contract covered under these specifications and documents.

30.0 PAYMENT TERMS

- 30.1. Payments shall be made as per clause VI of Annexure – III on actual measurements of work done. **The invoice should show the service tax amount applicable on the transaction.** PFCCCL shall make the payment through the E-banking system within 8 working days of submission of completed invoice by the Contractor.

31.0 INSPECTION – CHECKING - TESTING

All materials/equipment's manufactured by the Contractor himself and/or by his sub-Contractor against the purchase order shall be subject to inspection, check and/or test by the Owner or his authorized representative at all stages and places, before, during and after his manufacturing.

Inspection by the Owner and/or his authorized representative or failure by the Owner and/or his authorized representative to inspect the material/equipment shall not relieve the Contractor of any responsibility or liability.

32.0 ACCESS TO CONTRACTORS PREMISES

The Owner and/or his authorized representative shall be provided access to Contractor's and or his sub- Contractors premises, at any time during the pendency of the order for expediting, inspection, checking etc. of the progress of the work.

33.0 REMOVAL OF REJECTED GOODS AND REPLACEMENT

If upon deliver, whether inspected and approved earlier or otherwise the material/equipment is not in conformity with the specifications the same shall be rejected by the Owner or his duly authorized representative and notification to this effect will be issued to the Contractor normally within 30 days from the date of receipt of the material at the work/site/office.

The Contractor shall arrange removal of the rejected items within 15 days of the notice of rejection failing which the owner shall be at liberty to dispose of such rejected items in any manner as he may think fit. All expenses incurred by the Owner in disposing off the rejected items including money paid to the Contractor shall be recoverable from the Contractor.

34.0 SOURCE OF SUPPLY

The Contractor will ensure that the indigenous capacity is utilized to the fullest extent possible in execution of this order. Where imports are unavoidable, all such items shall be imported by the Contractor in good time against his own import license without affecting the contractual delivery date/delivery schedule.

35.0 PACKING AND MARKING

35.1. All goods shall be securely packed in cases, bundles, crates etc. suitable for rail / road / sea / air transport. All exposed services / connections /protrusions shall be properly protected.

35.2. All exposed parts shall be packaged with due care and the packages should bear the words "WITH CARE". The packing of the goods to be transported by rail/road/sea shall be as per the conditions laid down by the appropriate authorities and the Contractor shall obtain clean railway/goods receipt/Bill of lading/Air way Bill in favour of the consignee without any qualifying remarks. All packages and unpackaged materials shall be marked on at least two places indicating the name of the Owner, Consignee, Purchase Order number, Gross and net weights and dimension with indelible paint in English, in case of bundles, metallic plates marked with the above details shall be tagged to such bundles.

35.3. All goods should be dispatched as per the relevant terms of the Purchase Order. In case any other mode of transport has to be resorted to other than that mentioned in the Owner Order, the same shall be done only after obtaining prior approval in writing from the Owner. All movements, sanctions, loading permission etc. from the Railway Authority shall be obtained by the Contractor.

35.4. The Contractor shall communicate the relevant dispatch particulars immediately on dispatch by FAX/Telex/Telegrams to the consignee as specified in the Purchase Order. The Contractor shall also forward original and copies of dispatch documents to the concerned authorities as required in the Purchase Order within two days from the date of dispatch failing which the Contractor shall be responsible for any delay in payments for that consignment for want of documents and consequent demurrage, and warfare and detention charges etc.

36.0 WARRANTY / DEFECT LIABILITY PERIOD

36.1. The defect liability period is for a period of 12 months from the date of completion of work. During this period the contractor has to attend to the problems if any observed and take corrective action to resolve the same at his own cost.

37.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

37.1. In case of any delay in execution of the order beyond stipulated date of delivery work

schedule, including any extension permitted in writing, the Owner reserves the right to recover from the Contractor a sum equivalent to 0.5% (Half percent) of the value of delayed material/equipment or unperformed services for each week of the delay and part thereof subject to a maximum of 10% of the total value of the order.

- 37.2. Alternatively, the Owner reserves the right to purchase the materials/equipment from elsewhere at the risk and cost of the Contractor and recover all such extra cost incurred by the Owner in procuring the material by the above procedure.
- 37.3. Alternatively, the Owner may cancel the order completely without prejudice to his right under the alternatives mentioned above.

38.0 DEMURRAGE, WARFARE ETC.

- 38.1. Any demurrage, warfare or other expenses incurred after the consignment reaches the destination (railway go-down or port or airport of CWC warehouse) due to delayed negotiations of dispatch documents or for any reason attributable to the seller shall be to the account of the seller/settler's Indian Agent.

39.0 FORCE MAJEURE

- 39.1. Definition of Force Majeure

Force Majeure means any circumstances beyond the control of the parties, including but not limited to:

- a) War and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;
- b) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof.
- c) Rebellion, revolution, insurrection, military or usurped power and civil war;
- d) Riot, commotion or disorder, except where solely restricted to employees of the Contractor.

- 39.2. Either party shall give notice of occurrence of Force Majeure to the other within **3 days** from the date of occurrence. In case of failure of giving such notice, Force Majeure shall not be reckoned.

40.0 SPECIFICATIONS, DRAWINGS & DATA

All drawings, data & documentation in respect of the ordered Items are an integral part of the Work Order. The Contractor will furnish all such drawings, data and documentation to the PFCCL. The schedule for submission of these documents by the Contractor and the required no. of the copies shall be specified by the PFCCL. The Contractor shall ensure strict compliance with the schedule.

41.0 ADDITIONS / ALTERATIONS / MODIFICATIONS

The Owner reserves the right to make the additions/ alterations /modifications to the quantity of the items in the Purchase Order to the extent of $\pm 15\%$ of the value of the Purchase Order. Such an option shall be exercised by the Owner before completion of

supplies under purchase order. The Contractor shall supply such quantities also, at the same rate as originally agreed to and incorporated in the Purchase Order. If, however the additional work is at variance in design, size and specifications & is not already covered by the Purchase Order of the amendments therein, the rates for such additional work shall be negotiated & mutually agreed upon.

42.0 SUB-LETTING

The Contractor shall not transfer or assign this order. However the Contractor may appoint any sub-consultant with intimation to the owner. The responsibility to execute the work shall solely vest with the Contractor. . Copies of sub-contract order shall be forwarded to the Owner.

43.0 INFORMATION PROVIDED BY THE OWNER

All drawings, data & documentation that are given to the Contractor by the Owner for the execution of the order shall be the property of the Owner. The Contractor shall not make use of any of the above documents for any other purpose at any time except for the purpose of executing the order to the Owner. The Contractor shall not disclose above information to any person, firm corporate body and/or authority and shall use all endeavors to ensure that the above information is kept confidential.

44.0 PATENT RIGHTS

Royalties and fees for patents covering material/equipment or process used in executing the work shall be to the account of the Contractor. The Contractor, shall satisfy all demands that may be made any time for such royalties and fees and he alone shall be liable for damages, infringement and shall keep the purchase indemnified in that regard. In the event, any equipment's/material or part thereof supplied by the Contractor is involved in any suit or other proceedings held to constitute infringements, and its use is enjoyed, the Contractor, shall at his own expenses, either procure for the Owner the right to continue the use of such equipment/material or replace it with a non-infringing material/equipment/or modify it so that it becomes non-fringing.

45.0 COMPLIANCE OF REGULATIONS

The Contractor shall warrant that all goods and services covered by the Purchase Order have been produced, sold, dispatched, delivered, tested and installed and are in strict compliance with all applicable laws, regulations including industries (development and regulations) Act 1951 and technical codes and requirements as applicable from time to time.

The Contractor should execute and deliver such documents as may be needed by the Owner in evidence of compliance. All laws and regulations required to be incorporated by the Purchase Order are hereby deemed to be incorporated by this reference. Any liability arising out of contravention of any of the laws in executing the order shall be the sole responsibility of the Contractor.

46.0 CONTRACTOR'S DEFAULT

46.1. Notice of Default

If the Contractor is not executing the Works in accordance with the Contract or is neglecting to perform his obligations there under so as to seriously affect the program for carrying out the Works, the Owner may give notice to the Contractor requiring him to make good such failure or neglect.

46. 2. Nature of Contractor's Default.

If the Contractor:

- a) has failed to comply within a weeks' time with a notice or
- b) assigns the Contract or sub-contracts for the whole of the Works without the Employer's written consent or
- c) becomes bankrupt or insolvent and has a receiving order made against him or compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors or goes into liquidation.

The Owner may, after giving 15 days' notice to the Contractor terminate the Contract and expel the Contractor from this Site. Any such expulsion and termination shall be without prejudice to any other rights or powers of the Owner, or the Contractor under the Contract.

The Owner may upon such termination complete the works himself or by any other Contractor. The Owner or such other Contractor may use for such completion any of the Contractor's equipment which is at the Site as he or they may think proper, and the Owner shall allow the Contractor a fair price for such use.

46. 3. Valuation of Date of Termination

The Owner shall, as soon as possible after such termination, certify the value of the works and all sums then due to the Contractor as on the date of termination.

46. 4. Payment after Termination

The Owner shall not be liable to make any further payments to the Contractor until the Works have been completed. When the Works are so complete, the Owner shall be entitled to recover from the Contractor the extra costs, if any, of completing the Works after allowing for any sum due to the Contractor. If there is no such extra cost the Owner shall pay any balance due to the Contractor.

46. 5. Effect on Liability for Delay

The Contractor's liability shall immediately cease when the Owner expels him from the Site without prejudice to any liability there under that may have already occurred.

47.0 SALE CONDITIONS

The order would constitute an entire agreement between the two parties thereto. With the Contractor's acceptance of the provisions of the Purchase Order, he waives and considers as cancelled any of this general/special sales conditions.

48.0 CANCELLATION

The Owner reserves the right to cancel the order in part or in full by giving one week advance notice thereby if:

- a) The Contractor fails to comply with any of the terms of the order.
- b) The Contractor becomes bankrupt or goes into liquidation.
- c) The Contractor makes general assignment for the benefit of the creditors; and
- d) Any receiver is appointed for the property owned by the Contractor.

49.0 DISPUTES AND ARBITRATION

49. 1. The Owner & Contractor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
49. 2. If after thirty (30) days from the commencement of such internal negotiations, the Owner & Contractor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified below.
49. 3. The dispute resolution mechanism to be applied shall be as follows: (a) In the case of dispute between the Owner and bidder the dispute shall be referred to adjudication/ arbitration in accordance with Indian Laws.
49. 4. The award given by the Arbitrator(s) shall be speaking award.
49. 5. **Work to Continue**
- Performance of the contract shall continue during arbitration proceedings unless the Owner shall order suspension. If any such suspension is ordered the reasonable costs incurred by the Contractor and occasioned thereby shall be added to the Contract Price.
49. 6. No, payments due or payable by the Owner shall be withheld on account of pending reference to arbitration.
49. 7. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

50.0 LAW AND PROCEDURE

50. 1. Applicable Law

The law which is to apply to the Contract and under which the Contract is to be constructed shall be Indian Law. The Courts of Delhi shall have exclusive jurisdiction in all the matters arising in the Contract including execution of Arbitration Award.

50. 2. ACCEPTANCE OF TERMS AND CONDITIONS

The Bidder must confirm for his acceptance of the terms and conditions mentioned hereinabove and the enclosed documents. In case any clause is not acceptable to the Bidder, the same should be specifically brought out in deviation schedule given in the Bid Proposal Sheets with categorical confirmation that all other clauses are acceptable to the Bidder. If no mention is made in this regard, it shall be presumed that all clauses mentioned hereinabove are acceptable to the Bidder.

LETTER SUBMITTING TENDER
(To be submitted on Company Letter Head)

To:
VP (Unit 1)
PFC Consulting Ltd.
"Urjanidhi", 1, Barakambha Lane, Connaught Place,
New Delhi – 110001

Sub.: E-Tender on item rate basis for Interior designing & execution work for office space at 7th floor ('A' Wing) and 9th floor ('A' Wing), Statesman House, Barakhamba Road, Connaught Place, New Delhi-110001

Dear Sir,

With reference to the tender invited by you under no. 08/ORG/2016/Interior work dated 26.05.2016 for the "E-Tender on item rate basis for Interior designing & execution work for office space at 7th floor ('A' Wing) and 9th floor ('A' Wing), Statesman House, Barakhamba Road, Connaught Place, New Delhi-110001", I / we do here by offer to execute the works under the contract at the respective rates.

I / We have examined & seen the site, and read the articles of agreement, conditions of contract, specifications and special clauses.

I / We have deposited as Earnest Money 2,50,000/- (Rs. Two lacs Fifty Thousand Only) by a Bank draft bearing no. ----- Dated----- drawn on ----- in your favour which amount is not to bear any interest.

I / We do hereby agree that this sum shall be forfeited by you in the event our tender is accepted and I/we fail to execute the contract when called upon to do so.

I/We understand that you are not bound to accept the lowest or any tender that you receive. Bid has been submitted within the stipulated period i.e. on or before 09.06.2016 by 11.00 A.M.

Yours faithfully,

Name of the signatory with firm's seal)
Contact no:- _____

Dated _____

E-Tender on item rate basis for Interior designing & execution work for office space at 7th floor ('A' Wing) and 9th floor ('A' Wing), Statesman House, Barakhamba Road, Connaught Place, New Delhi-110001.

INSTRUCTION TO BIDDERS

(SECTION-INB)

Annexure II

Reference Number: 08/ORG/2016/Interior work



**PFC CONSULTING LTD
(A Wholly owned subsidiary of PFC Ltd.)
Corp. Office: "Urjanidhi", 1 Barakambha Lane, Connaught
Place, New Delhi-110001**

SECTION – INB INSTRUCTION TO BIDDERS

GENERAL INSTRUCTIONS

1. 1. PFC Consulting Limited (A wholly owned subsidiary of Power Finance Corporation, a Govt. of India Undertaking under the Administrative Control of Ministry of Power) invites E-Bids in respect of “E-Tender on item rate basis for Interior designing & execution work for office space at 7th floor (‘A’ Wing) and 9th floor (‘A’ Wing), Statesman House, Barakhamba Road, Connaught Place, New Delhi-110001”. All Bids shall be prepared and submitted strictly in accordance with these instructions.
1. 2. The Owner reserves the right to itself to accept any Bid or reject any or all Bids or cancel/ withdraw Invitation to Bid without assigning any reason for such decisions. Such decisions by the Owner shall bear no liability whatsoever consequent upon such a decision.

2.0 QUALIFYING REQUIREMENTS FOR BIDDERS

Refer point No 5 of Invitation to Bid (Page No 6).

3.0 COST OF BIDDING

All the costs and expenses incidental to preparation and submission of the proposals, discussions including pre-award discussions with the successful Bidder etc. shall be to the account of the Bidders and the Owner shall not be responsible in any way whatsoever, and shall bear no liability whatsoever, on such costs and expenses, regardless of the conduct or outcome of the Bidding process.

4.0 INSPECTION OF SITE

The Bidders are expected to visit the site for inspection and examine the site surrounding and satisfy themselves before submitting their bids. In general they shall themselves obtain all necessary information to assess risks, contingencies and other circumstances which may influence or affect their tender. Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra claim in this regard shall be entertained.

5.0 DOCUMENT COMPRISING THE BID

5. 1. The Bidder shall complete the Bid Forms inclusive of Technical & Commercial bid, Design Presentation Bid & Price bid furnished in the NIT, indicating, for the products to be supplied and services to be rendered, a brief description of products and services, quantities and prices.
5. 2. The Bidder shall also submit documentary evidence to establish that the Bidder meets the Qualifications Requirements as detailed in clause 2.0 above.

6.0 Scope of the Proposal

The scope of the proposal shall be on the basis of a sole responsibility of the bidder, completely covering all the materials and services specified under the accompanying NIT documents.

7.0 The bidder should also furnish the under mentioned information:

a.	Name of the firm, address, telephone and fax nos.	
b.	E-mail Address	
c.	Name of the Contact Person Telephone/Mobile No.	
d.	Name of the Bank (with full Address)	
e.	Bank Account No. (Enclose an unsigned cheque duly cancelled)	
f.	PAN No.	
g.	TIN No. / Sales Tax No.	
h.	Service Tax No.	
i.	CIN	
j.	EPF Code and ESIC No.	
k.	Details of Earnest Money Deposit Name of the Bank Banker's Cheque or Bank Guarantee No. & Date	
l.	Registration number of Bidder Registered in Micro Small & Middle Enterprises.	
m.	Whether the firm belongs to SC/ST categorization	
n.	Whether the firm belongs to MSME categorization	

Note:- Suitable documentary evidence in respect of Sr. No. 'e', 'f', 'g', 'h', 'l' & 'k' are required to be enclosed.

8.0 FORMAT AND SIGNING OF BID

- 8.1. The Bidder shall complete all the procedure and format of the bid through e-procurement process.
- 8.2. Bids not confirming to the above requirements clause 8.1 may be disqualified.

9.0 BID PRICES

- 9.1. The Bidder shall indicate firm item rate Prices for the entire scope of work, in line with the price schedule enclosed in Bid proposal sheets. All rates and amount shall be written both in figures and words and shall be indicated in Indian rupees only.

10.0 BID SECURITY/EARNEST MONEY DEPOSIT (EMD)

- 10.1. A Bid security/EMD i.e. Rs. 2,50,000/- in the form of Demand Draft / Banker's Cheque drawn in favour of "PFC Consulting Ltd." payable at New Delhi and whose validity should be at least 6 months from the date of opening of bids (Bidders are required to write their name and full address on the back of Bank Draft / Banker's Cheque submitted in support of tender document) or an irrevocable bank guarantee issued from any nationalized bank or reputed commercial bank in favour of PFC Consulting Ltd., New Delhi in the Performa enclosed as Appendix – III.
- 10.2. The Bid Security shall be made payable to the Owner without any condition. The Demand Draft (towards Bid Security) shall be valid for a period of 6 (six) calendar months from the date of opening of Bids which shall be extended from time to time as desired by the Owner.
- 10.3. The Bid security is required to protect the Owner against the risk of Bidders conduct which would warrant the security forfeiture pursuant to sub clause in GPC.
- 10.4. If the successful Bidder fails to enter into Contract Agreement with the Owner pursuant to clause in GPC, the Bid security amount shall be forfeited. Bid security amount may also be forfeited if a Bidder withdraws his Bid during the period of Bid validity.
- 10.5. The Bid security of all the Bidders except that of the successful Bidder will be returned within thirty (30) days after the Award of Contract or 15 days after the expiration of the period of Bid validity whichever is earlier.
- 10.6. Any Bid not accompanied by a Bid security in accordance with above provisions will be treated as non-responsive and will be rejected by the Owner.

11.0 PERIOD OF VALIDITY OF BIDS

- 11.1. Bids shall be kept valid for acceptance for a period of 120 days from the date of opening of Bids. A Bid valid for a shorter period may be rejected by the Owner as non-responsive.

12.0 PROCESS OF SUBMISSION OF BIDS

- 12.1. The Bidders would be required to upload on the e-portal of TCIL i.e. <https://www.tcil-india-electronictender.com>, the Technical Bid along with the 2D & 3D Designs, AUTOCAD drawings, Bill of Quantities (BOQs), Specifications and Makes latest by **June 09, 2016 at 11:00 hrs (IST)**.

12. 2. The Technical bids would be opened on the same day i.e. **June 09, 2016 at 11:30 hrs. (IST)** on the e-portal of TCIL i.e. <https://www.tcil-india-electronictender.com>.
12. 3. The bidders qualifying at Technical stage would be invited for a presentation of their 2D and 3D designs, specifications, BOQs etc. as per the time slots allocated to the bidders.
12. 4. One design which meets the requirement of PFCCL as provided in the bid and which is best suited with aesthetic excellence will be chosen by a committee of PFCCL. In case of any suggestions by the committee in the selected design, the bidder whose design has been selected shall be required to carry out modification / alteration alongwith modified BOQs, within two days of such intimation and shall be eligible for payment of Rs. 2,00,000/- as cost of the design. In case of any delay in modification/ alteration, the payment of above fee shall be made after deducting a penalty amount of 10% of the above fee.
12. 5. The final design along with BOQ, Specifications and Makes will be made available to all the technically qualified bidders for quoting their prices.
12. 6. Price Bids would be uploaded by the technically qualified bidders on the e-portal of TCIL i.e. <https://www.tcil-india-electronictender.com> on or before the date (Due Date) and time intimated by PFCCL. The price bids of all the bidders would be opened on the e-portal of TCIL i.e. <https://www.tcil-india-electronictender.com> on the Due Date.

13.0 WITHDRAWAL OF BIDS

No Bid may be withdrawn in the interval between the deadline for submission of Bids and expiration of the period of Bid validity. Withdrawal of a Bid during this interval shall result in the forfeiture of Bid Security of the Bidder.

14.0 OPENING OF THE BIDS BY THE OWNER

14. 1. The Bids shall be opened by the Owner on any date after the last date fixed for Bid receipt as specified in Invitation of Bids or in the case any extension has been given thereto, after the extended Bid submission date notified to all Bidders.

15.0 PRELIMINARY EXAMINATION

15. 1. The Owner will examine the Bids to determine whether they are complete, whether required Bid security has been furnished, whether Bidder fulfills the qualifying requirements and whether the Bids are generally in order.
15. 2. Prior to detailed evaluation, the Owner will determine the substantial responsiveness of each Bid with reference to the Bidding documents. A substantial responsive Bid is one which confirms to all the terms and conditions of the Bidding documents without material deviation. The Owner's determination of Bids responsiveness will be based on the contents of the Bid itself.
15. 3. A Bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
15. 4. The Owner may waive any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation. The decision of the Owner with

regards to the deviation being material or not shall be final and binding.

16.0 EVALUATION OF BIDS

16.1. The Owner will evaluate and compare the Bids previously determined to be substantially responsive.

16.2. Technical Proposal Evaluation

The Technical Proposal will be opened online on **June 09, 2016 at 11:30 hrs (IST)**. The Technical Proposal would be evaluated on the following basis:

A) Responsiveness Check

The responsiveness check will be with respect to the following:

- i) The Technical Proposal should contain Schedule-1, Schedule-2, Schedule-3 and Appendix-I duly filled and signed by the authorised signatory. The Authority Letter shall be submitted as per Schedule-4.
- ii) The Bidder should agree to the entire scope of work and deliverables (given in the Annexure - III). No proposal for deviation/ conditional scope of work will be considered.
- iii) Details of past experience and other relevant documents for meeting the eligibility requirements are to be provided in Technical Bid as per format at Schedule-1. Documentary evidence (e.g. Copy of work Order/Letter of Award/Lol/Purchase Order or any other related documents etc. and proof of satisfactory completion for assignments handled from their Clients.) to be provided in support of past experience.
- iv) Adequacy of the proposed Methodology, Work Plan, Resources and manpower and capability know-how are to be provided in responding to the Scope of Work as per Schedule-5.
- v) Details of composition of Team and Team Leader proposed to be deployed are to be provided in Technical bid as per format provided at Schedule-6.
- vi) Requisite Earnest Money Deposit in form of crossed demand draft of any nationalized bank or scheduled bank or bank guarantee in favour of PFC Consulting Ltd. Payable at New Delhi as per Appendix -III.
- vii) Bidder is required to sign the Integrity Pact with PFCCCL as per format & terms and conditions enclosed with tender. The attached copy of the Integrity Pact at Appendix-IV shall be included in the Bid submitted by the bidder (to be executed by the bidder for all tenders of value Rs. 1 (One) crore and above). In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

PFCCCL may call for any clarifications/ information if required. Bid of any firm not meeting any or all the above criteria, the technical evaluation of the firm will not be carried out and the bid shall be rejected outright.

B) Evaluation

The Technical Proposal would be evaluated on the following basis:

- a) The bidder's relevant experience as per QR during last Five (05) years till the bid due date will be considered as per relevant documentary evidence submitted by the bidder as per Schedule 1

- b) The bidder's turnover as per QR.

Note: The bidders are required to submit the documentary evidence in support of claiming the above experience and details shall be furnished as per Schedule 1

The technically qualified Bidder's would be informed for a presentation of 2D and 3D designs by e-mail/ Telephone/ Fax etc.

16. 3. The Bids submitted by the Bidders which do not meet the qualifying requirements as per Clause 16.2 will be treated as non-responsive and will be rejected.

17.0 Presentation

17. 1. The bidders qualifying at Technical stage would be invited for a presentation of their 2D and 3D designs, specifications, BOQs etc. as per the time slots allocated to the bidders.

17. 2. The Bidders would be required to upload on the e-portal of TCIL i.e. <https://www.tcil-india-electronictender.com>, the Technical Bid along with the 2D & 3D Designs, AUTOCAD drawings, Bill of Quantities (BOQs), Specifications and Makes latest by **June 09, 2016 at 11:00 hrs (IST)** and submit the copy of the presentation material (two hard copies signed by authorized signatory on each page and also soft copy) at the time of presentation.

18.0 Presentation Evaluation

18. 1. The presentation would be seen w.r.t to the Capability of the organization, Layout Plan, Space Allocation meeting PFCCL requirements, feel & overall aesthetics, Uniqueness of the design, Usage of Green concepts and Technologies.

18. 2. One design which meets the requirement of PFCCL as provided in the bid and which is best suited with aesthetic excellence will be chosen by a committee of PFCCL. In case of any suggestions by the committee in the selected design, the bidder whose design has been selected shall be required to carry out modification / alteration alongwith modified BoQs, within two days of such intimation and shall be eligible for payment of Rs. 2,00,000/- as cost of the design. In case of any delay in modification/ alteration, the payment of above fee shall be made after deducting a penalty amount of 10% of the above fee.

19.0 Financial Evaluation

19. 1. The final design along with BOQ, Specifications and Makes will be made available to all the technically qualified bidders for quoting their prices. Price Bids would be uploaded by the bidders on the e-portal of TCIL i.e. <https://www.tcil-india-electronictender.com> on or before the date (Due Date) and time intimated by PFCCL. The price bids of all the bidders would be opened on the e-portal of TCIL i.e. <https://www.tcil-india-electronictender.com> on the Due Date.

19. 2. The summation of amount arrived by multiplying the quantity with the rate quoted by the bidder against the BOQs provided by the owner shall be the criteria for deciding the lowest bidder (L1).

19. 3. The bidder with L1 bid and satisfying all terms and conditions would be chosen for

award of the work on item rate basis, without condition(s) or alternate price bid. Conditional Financial Proposals will be rejected out rightly.

20.0 AWARD OF WORK

- 20.1. Notification of Award of Contract will be made in writing by registered post or by hand to the successful Bidder by the Owner. The notification of award shall constitute the formation of Contract.
- 20.2. Owner reserves the right to split the Scope of work and may award separate Contracts to two or more Bidders.
- 20.3. The Owner reserves the right, to accept any Bid or to reject any or all Bids or to cancel / withdraw the Invitation to Bid or to annul the Bidding process at any time prior to Award of Contract, without assigning any reason for such decision. Such decision by the Owner shall not be subject to question by any Bidder and the Owner shall bear no liability whatsoever consequent upon such a decision nor shall he have any obligation to inform the affected Bidder or Bidders of the grounds for the Owner's action.

21.0 SUBMISSION OF CONTRACT PERFORMANCE SECURITY

- 21.1. Within 15 days of Notification of Award by the Owner, the successful Bidder shall furnish Contract Performance Security in accordance with clause in GPC in the Performa as prescribed by the Owner.
- 21.2. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security.

22.0 CONTRACTOR TO PROVIDE EVERYTHING NECESSARY.

- 22.1. The Contractor shall provide everything necessary for the proper execution of the work.

23.0 DISMISSAL OF WORKMEN.

The Contractor shall, on the request of the Company, immediately dismiss from the works any person employed thereon who may, in the opinion of the Company representative, be unsuitable or incompetent or who may misconduct himself. Any such person shall not be again employed or allowed on the works without the permission of the Employer.

24.0 Amendment of Tender Documents

- 24.1. At any time prior to the deadline for submission of tenders, PFCCL may, for any reason whether at his own initiative or in response to a clarification requested by a prospective Tenderer, modify the tender Document by issuing Addenda.
- 24.2. To afford prospective Tenderers reasonable time in which to take an addendum/corrigendum into account in preparing their Tender, PFCCL may extend as necessary the Deadline for submission of Tender.

25.0 Language of Tender

25. 1. Tender and all correspondence related to the Tender shall preferably be written in English Language.

26.0 Retention Money

26. 1. PFCCL while making any payment to Contractor for work done and measured under the contract shall deduct amount equivalent to 5% (five percent) towards Retention Money.
26. 2. The Earnest Money deposited shall be converted as initial deposit /part of Retention Money in the case of successful Tenderer. Balance amount of the Retention Money would be made up by deduction of 10% (ten percent) of the gross value of work done in each Running/ on account Bill, starting from 1st Running /on-account Bill onwards, earnest Money Deposited earlier shall be adjusted while working out the total amount of Security Deposit at the last stage.
26. 3. On faithful completion of contract, one half of the Retention Money shall be refunded to the Contractor within 90 days from the date of taking over the work and issue of completion certificate by PFCCL or finalization of the final Bill whichever is later. However, refund of this any defects, imperfection and faults which may appear during the period of maintenance.
26. 4. The balance half of the Retention money shall become due and be paid to the Contractor after 90 days of the satisfactory expiry of the period of maintenance /defects liability and issue of such certificate by PFCCL.
26. 5. All compensation or any other sum payable by the Contractor under the terms of the contract may be deducted from his Security Deposit or from any sums which may be due to or may become due to the Contractor by PFCCL on any account whatsoever and in the event of his Security Deposit amount being reduced by reason of any such deduction, the Contractor shall within 10 days make good the same in cash or demand draft of any scheduled bank in favour of PFCCL.

27.0 Indemnity Bond:

27. 1. The firm will execute a suitable indemnity bond on non-judicial paper of Rs. 100/- (Rupee One hundred only) duly attested by Public Notary to indemnify PFCCL for all damages/losses, safe custody and protection of the material and equipments against all risk whatsoever during the time the material are under the custody of the satisfactory commissioning of the same. All the material shall be covered by a comprehensive insurance policy, which shall be deposited with PFCCL till the work is completed and handed over to PFCCL. The said policy shall remain in force till defect liability period is over without any additional cost to PFCCL.

28.0 Mobilization Advance

28. 1. No mobilization advance shall be released for the work

29.0 Site Organization

29. 1. You will mobilize site organization as required, under intimation to the undersigned.

30.0 Mobilization of Equipment

30. 1. You shall mobilize all the necessary plant and equipment as required for the successful and timely completion of the work. If during the currency of contract, it is found by the Engineer-In-Charge that the progress of work is not satisfactory, you shall promptly mobilize additional manpower and plant & equipment, as may be required and directed by Engineer-In-Charge for ensuring satisfactory progress of work at site at no extra cost to PFCCL.

31.0 Contract Agreement

31. 1. You shall enter into a formal agreement with us on an appropriate value of non-judicial stamp paper within 15 days of issue of LOA.

E-Tender on item rate basis for Interior designing & execution work for office space at 7th floor ('A' Wing) and 9th floor ('A' Wing), Statesman House, Barakhamba Road, Connaught Place, New Delhi-110001

**INFORMATION & SPECIAL CONDITIONS
Annexure III**

Reference Number: 08/ORG/2016/Interior work



PFC CONSULTING LTD

(A Wholly owned subsidiary of PFC Ltd.)

**Corp. Office: "Urjanidhi", 1 Barakambha Lane, Connaught Place,
New Delhi-110001**

SECTION I&SC INFORMATION & SPECIAL CONDITIONS

I. SCOPE OF WORK

- a) **Location:**
- 7th floor ('A' Wing) – 3,929 sq. ft. of Carpet Area & 5,155 sq. ft. of Super Area
- 9th floor ('A' Wing) – 4,418 sq. ft. of Carpet Area & 6,720 sq. ft. of Super Area
at Statesman House, 148, Barakhamba Road, Connaught Place, New Delhi-110001.

The scope of work in Interior Designing includes preparing layout plans of all floors incorporating PFCCL's requirements, 2 D & 3 D design presentations, working drawings of flooring, false ceiling, partitioning, electrical, networking, plumbing, HVAC, fittings & fixtures including office furniture (Excluding chairs) and other allied works including detailed BOQ's along with cost & any other works which are required to successfully complete the above said works.

The scope of work in execution includes flooring, false ceiling, partitioning, electrical, networking, plumbing, HVAC, fittings & fixtures including office furniture (Excluding chairs) and other allied works any other works which are required to successfully complete the above said works & as directed by PFCCL. The agencies are required to carry out the work with best workmanship and quality. The work shall include the following:-

- b) All aspects of quality assurance related to the above-mentioned work.
- c) Cleaning of site and handing over of the works.
- d) Rectification of the defects in the completed works during the Defects Liability Period.
- e) Utmost care must be taken to maintain hygiene in the working area to prevent spreading of dust/paint into the common / working area.
- f) The debris generated must be disposed off by the contractor at his own dumping yard or at the dumping yard notified by the statutory agency without any extra cost.

1 SCOPE OF SERVICES – INTERIOR DESIGN/MEP

The full scope of service of the Tender is currently envisaged as the development of the space planning, interior design, material selection, full design coordination, design documentation, professional recommendations, design administration and quality control service for the complete project.

Visit and inspect the Site that is under consideration. Gain a working knowledge of all existing as-built conditions as necessary.

- 1.1 Become familiar with the as built conditions, office equipment usage and related power, ventilation, storage or other requirements.
- 1.2 Attend all design review meetings, as required.

2 Space Planning (Schematic Design)

- 2.1 Prepare preliminary design concept studies of types and quality of materials and finishes and of proposed equipment layouts.

Prepare a schematic design presentation consisting of:

- 2.1.1 Space plans. Plans will indicate the basic layout and dimensions of the offices, work areas and corridors and will also include equipment layouts, which incorporate existing and proposed items.
- 2.1.2 Design concepts for special areas, such as the reception, pantry and Owner meeting rooms.
- 2.1.3 Recommendations for furniture configurations utilizing modular furniture standards.
- 2.1.4 Recommendations for colour palettes finish materials and fabrics presented in an informal manner.
- 2.1.5 Recommendations for special design treatments and lighting.
- 2.1.6 Services layout drawings.
- 2.1.7 Design concepts for some external areas associated with the facility i.e. lift lobbies / entrances.

3 Furniture and Finishes Selection

- 3.1 The Bidder is required to prepare a detailed layout and specification based on the Owner's requirements including furniture and finishes.
- 3.2 The Bidder will be responsible for the design co-ordination of furniture / equipment plans with both the interior design and services requirements.
- 3.3 Provide the Owner with the furniture, mock-ups and technical information of furniture / equipment as requested, to include open plan and enclosed workplaces, storage, seating, meeting, conference and reception products. The Owner has the right to ask the Bidders to resubmit alternative furniture proposal if required.
- 3.4 Provide AUTOCAD and PDF disk of floor plan(s) with all fixed partitions to other Contractors of the Owner's choice if requested by the Owner.
- 3.5 Incorporate the Owner team comments into possible furniture / equipment and furnishings changes in terms of design, layout and specification.

4 Design Development

- 4.1 Further develop the approved space plans and schematic design and prepare a design development presentation consisting of:
 - 4.1.1 Partition, electrical and services, phone/data services and furniture and equipment layouts, computer room layout, including personnel locations for the general offices and other areas.
 - 4.1.2 Reflecting ceiling layouts showing co-ordination of lighting, HVAC and other ceiling features.
 - 4.1.3 Design drawing illustrating the general construction, special area treatments and feature designs.
 - 4.1.4 Provide complete finishes specifications, specialty lighting, built-in equipment (i.e., projection screens, coffee machines), special hardware, including materials, colours and finishes, illustrated with photographs and samples. The specific approach can be reviewed in advance with the Owner team, however at least two complete finish and application schemes are generally required. Colour in representative areas of floor plans or otherwise illustrate as realistically as possible how the finished spaces will appear. 3d images of selected areas will be required.

4.1.5 Design drawings for external areas within the building fabric associated with the facility.

4.2 Revise design development plans and specifications as necessary to stay within the budget and incorporate review comments from the Owner.

5 Development of Tenant Improvement Construction Documents

5.1 With the Owner's approval of design development plans and specifications and related pricing estimates, develop the design development documents into construction documents that describe in detail all architectural (mechanical, electrical and services requirements).

5.2 Provide the design intent for lighting, heating, ventilating, air conditioning, electrical and plumbing requirements necessitated by the space plan. The Bidder will also be responsible for the coordination; production and implementation of the final construction documents, which should include completed services drawings.

5.3 Construction documents to consist of:

5.3.1 Demolition plan

5.3.2 Drawings and schedules recording all items to be retained modified and reused in the final facility.

5.3.3 Final dimensioned partition plan(s) fixing the location and type of construction for all partitions, doors, frames, and hardware. (modular furniture to be recorded on plan.)

5.3.4 Reflected ceiling plan(s) and specifications with ceiling type(s) and the location of all HVAC devices and light fixtures and switches.

5.3.5 Finish plan(s) including schedules and specifications documenting type and location of all paint, and wall covering, floor covering and special finishes.

5.3.6 Provide fully coordinated service plans denoting all AC, Electrical, Lighting, Plumbing, Fire, IT and Telephone points. The plans are to be fully dimensioned on plan and elevation. Included shall be all empty conduit systems and related rough-in work and power supply for special systems (voice and data cabling network, paging, security, audio visual).

5.3.7 Elevations and details as required.

5.3.8 Detailed joinery drawings, schedule and specifications. Denote IT and power points

5.3.9 Detailed drawings and specifications for the external areas associated with the facility.

5.3.10 Fully co-ordinate all document information of all disciplines. Drawings, specifications, and schedules. For example, verify that such items as outlets, thermostats, light fixtures, sprinkler heads, in-ceiling valves are not in conflict and are located aesthetically and operationally correct.

5.4 Select and document from standard manufactured available products the signage for corporate, room numbers and occupants or services name - secondary signage. The design team will coordinate primary signage, floor reception and foyers.

6 Tender and Administration of Construction Phase

6.1 The Bidder will be responsible for the management of the overall project budget and cost plans.

6.2 Conduct field inspection of all work and review for compliance with construction and furniture / equipment installation documents, shop drawings and other

relevant documents. The Bidder must be available as needed to clarify contract documents and to resolve any design, technical or specification issues and/or problems that arise at meetings or on the Site.

7 Post Handover / Completion

- 7.1 Prepare "As Built" drawings, specifications and schedules in a hard copy (3 copies) and AUTOCAD and PDF disk format.
- 7.2 Provide two sets of operations and maintenance manuals (O&M Manual), including but not limited to all as-built drawings, specifications, names, addressed and contract details of all Contractors and sub-contractors for the project. All parts number, reference codes and the like must be included in the O&M manual.
- 7.3 Assist, if required, on periodic maintenance inspections and initial warranty reviews.
- 7.4 Undertake a final inspection and rectify all defective works during and at the end of the Defects Liability Period.

8 Generally

- 8.1 Implement document control systems.
- 8.2 Prepare design and quality reports for the Owner and attend all meetings as required.
- 8.3 Provide commitment to the cost plan.
- 8.4 Provide commitment to the overall design programme; work with the project team to meet the dates set.
- 8.5 Prepare weekly progress reports on design co-ordination, procurement and construction.

9 MAIN CONTRACTOR TO VISIT THE SITE

Bidder's submitting proposals for the execution of the complete Work or any portion thereof shall, before submitting their proposal, visit the Site and familiarize themselves with existing conditions and satisfy themselves as to the nature and scope of the Works as shown and specified, and the difficulties that will attend its execution. The submission of a proposal will be construed as evidence that such an examination has been made and later claims for labour, equipment or materials required or for difficulties encountered, which could have been foreseen had such an examination been made, will not be recognized.

10 SUBMISSION OF OFFER

The entire process of bidding shall be through e-procurement/e-tendering at <https://www.tcil-india-electronictender.com>. If any brochures / specifications relating to items is required, in such case their scan copy to be uploaded in technical bids. Bids submitted online at above web site shall only be considered.

11 SUBMISSION OF DRAWINGS AND SPECIFICATION GENERALLY

The Bidder's Detailed Proposal shall be understood to indicate the form, dimensions, class and description of materials and standard of workmanship to be used but shall not

be taken to embody each and every detail or process or refinement of form or construction proper to the standard of product required under this Contract.

All disparities, incompatibilities or conflict between dimensions or between dimensions and scale shall be referred to the Bidder. The Owner will not be responsible for the cost of any unapproved work constructed in error through the Bidder or his staff not having observed this condition.

12 VARIATIONS TO WORK

12.1 The Owner shall have the power to vary the Work in any way deemed necessary (only through written confirmation).

12.2 Upon request by the Owner to vary the Work, the Bidder shall, within a reasonable time (which shall in all events be not more than three (3) working days from the date of such request), inform the Owner about its reasonable assessment as to whether the requested change would involve additional work or time or other resources as to render such request as being one that will cause the Bidder to perform work that falls outside the scope of the scope of Work ("Additional Work").

12.3 In the event the Bidder reasonably assessed that no Additional Work is required, the Bidder shall notify the Owner in writing and upon written confirmation by the Owner, agree to the request by the Owner at no additional charge.

12.4 In the event the Bidder reasonably assessed that Additional Work is required and subject to the Owner's prior written approval:

12.4.1 the Bidder shall perform the Additional Work on the terms of the Contract as may be applicable to it, at the rates approved by the Owner in writing; and

12.4.2 the Contract Period shall be extended as a result of the Additional Work, by a period of time to be agreed between the parties in writing, such agreement not to be unreasonably delayed and withheld.

12.5 In the event the parties fail to agree on any issues that require the agreement of the parties, or the Owner fails to give such approval as may be required, under this Clause, the Bidder shall continue to perform the Work as if no change request was made by the Owner.

12.6 Save as expressly provided for in these Conditions of Contract, no variation in the terms of the Contract shall apply thereto unless such variation has first been accepted in writing between Bidder and the Owner.

12.7 In no case will the Bidder be entitled to extra payment or an extension of any Deadline if the variation is ordered as a reasonable consequence of defective work or materials supplied, or from any other breach of this Contract by the Bidder.

13 VARIATIONS TO WORKING METHOD

If the Owner gives specific instruction because the Bidder has used an unsafe working methods or the Works are unsafe or which may adversely affect the quality or durability of the Works, or as a result of defective work or any other breach of Contract by the Bidder, the Bidder shall not be entitled to additional payment.

14 STATUTORY OBLIGATIONS

The Bidder shall comply with all statutory and government requirements, including acquiring all necessary permits and approvals necessary. The Bidder ensure that all staff, employees and sub-contractors have the required qualifications to carry out the Works as assigned to them and meet all statutory requirements, permits and approvals, as maybe required by law. The Bidder ensure that all staff & labors are covered under labor compliances.

Should there be any legal requirement which requires varying the Bidders methods of work or the Works as set out in the Bid, the Bidder shall do so at no additional cost to the Owner.

15 DEFECTIVE WORK

In cases where the Bidder has carried out defective work or used defective materials, Owner shall be entitled to:

- 15.1 Where reasonable to do so, order a suspension of work and further inspect the work to determine the exact nature of the defect,
- 15.2 To order the removal or replacement of defective work or material without any additional payment, or
- 15.3 Withhold a milestone payment until the defective work has been rectified.

16 COMPLETION

- 16.1 On completion of the Works and before handing over the Works, the floors, glass, fittings, tiling, ironmongery, paintwork, etc. are to be professionally cleaned using approved detergents, scrapers, scrubbing brushes, etc., all windows, drawers, doors and hardware eased and tested exposed metalwork shall be polished as necessary and the premises left clean and fit for occupation.
- 16.2 Labeled keys and guarantees shall be handed to the Owner on or before the Practical Completion Date.
- 16.3 The Bidder shall prepare/co-ordinate the production of all as built drawings and maintenance manuals as required by the Conditions of Tender which shall be issued to the Owner within 2 weeks of the Practical Completion Date.

17 DEFECTS AFTER COMPLETION

The Bidder shall remedy and make good at no cost to the Owner all goods, defects, shrinkages or other faults which shall appear within the Defects Liability Period in accordance with the Bidder's Detailed Proposal or the Bidder may have the defects made good at his expense by a local contractor approved by the Owner.

Acceptance of any improper delivery does not prejudice the Owner's right to demand adequate assurance of future performance.

For the avoidance of doubt, the provisions of this Clause shall in no way affect the rights and remedies expressly reserved herein to the Owner or bar the Owner from claiming all expenses, loss and/or damage incurred or sustained by the Owner in the event of any breach by the Bidder of the Contract.

18 BIDDER'S CONTROL OF SITE

- 18.1 The Bidder shall constantly keep a competent supervisor in charge on the Site and shall notify the Owner or the name of the supervisor.
- 18.2 The Owner shall be entitled to prohibit from the Site any person who can be reasonable regarded as prejudicial to the quality, safety or speedy completion of the works.
- 18.3 The Bidder shall exercise all reasonable care in his control of the Site and shall be responsible to ensure that the use of any temporary works, and methods of working are appropriate to safeguard the Works themselves, all other unfixed materials and goods together with any adjoining property.
- 18.4 The Bidder is to protect in all ways building and other property of things that may be disturbed or damaged during the execution of the works including to provide hoarding and protection to seal off elevator doors as necessary.
- 18.5 The Bidder shall be entirely responsible for ensuring that no damage is caused by his work people including Sub-contractors and specialist contractors (whether nominated or not) and if any such damage is caused he shall be entirely responsible for the entire cost of reinstatements whether carried out by himself or others.
- 18.6 The Bidder shall not allow any unauthorized visitors on the Site and it to keep a visitors book with clear warning that the Owner and Bidders shall indemnify against any claim for death or injury to persons authorized to visit the Site and provide safety helmets for such visitors.
- 18.7 The Bidder shall ensure that all the workers & employees working on site are issued with proper PPE & are using the same religiously. The Bidder should also ensure that the best HSE practice is followed on site by all the employees, labors & visitors. In case of any accident, fire or damage to the property because of poor HSE practice the Bidder will be liable for the damage or loss occurred.
- 18.8 The Bidder is to employ protect all finished works including electrical fittings, built-in-fixtures, metal work, glass, tiles and all other wall and floor finishing's, and will be responsible for any damage caused by carelessness and negligence in this respect.
- 18.9 The Bidder must keep the Site clean, tidy and dry at all times and free from rodent or other infestation. Rubbish & debris shall be removed by the Bidder on a daily basis and will not be permitted to accumulate either on Site or in any other area within the base building except areas as agreed with the base building management / Landlord.
- 18.10 The Bidder shall ensure all voids underneath the raised floor and above the suspended ceiling shall be cleared and swept thoroughly before cover-up.
- 18.11 Night item work may be carried out at the discretion of the Bidders, on the condition that prior approval from the landlord is obtained in respect of access and security clearance. No claim for extension of time and/or costs shall be considered by Owner if the Owner is prevented from carrying out night time/overtime/ public holiday work.
- 18.12 Electricity and water for the Work shall be supplied by the Owner to the bidder working on Site. The cost of all electricity and water consumed by the Bidder shall be refunded to the Owner according charges made by the

Landlord or related Authorities.

19 SAFE CUSTODY OF MATERIALS

19.1 The Bidder will be responsible for the safe custody of any materials delivered on to the Site and will be required to reinstate at his own expense any such materials that may be lost or stolen.

19.2 The Bidder will also be required to reinstate at his own expense any materials or article damaged by careless handling or storage or interior workmanship by his workmen either in the original fixing or in the subsequent taking down and refixing thereof.

19.3 All deliveries to the Site must be made through or by arrangement with Landlord.

20 The work shall generally be carried out, in accordance with the description of items, Special conditions, Additional specifications & Technical details, General conditions of contract for CPWD form No. 8 and instructions of Engineer-in-Charge.

20.1 The order of preference in case of any discrepancy between various documents as referred to in this tender shall be as under:

- i. Nomenclature of items as per Bill of Quantities.
- ii. Special conditions
- iii. Additional specifications & Technical details.
- iv. General conditions of contract for Central PWD works-2003 Form.
- v. CPWD Specifications as referred to in Para 20 above.
- vi. Indian Standard Specifications (latest version up to the last date of receipt of Tender including revision/amendments issued by BIS)
- vii. Sound Engineering practice as directed by engineer-in-charge.

21 The work shall be carried out in accordance with the drawings approved by the Engineer-In-Charge. Before the commencement of any item of work, the Contractor shall correlate all the relevant drawings issued for complete and unambiguous. The discrepancy, if any, shall be brought to the Notice of Engineer-In-Charge before the execution of work. The Contractor along shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and or incomplete information. Nothing extra shall be paid on this account.

22 The work shall be carried out in the manner complying in all respect with the requirements of relevant bye laws, rule and regulations of the local body and other associated Concerned Authority under the jurisdiction of which the work is to be executed and as directed by the Engineer-In-Charge and nothing extra shall be paid on this account.

23 The Contractor shall give performance tests of the entire installations(s) as per specifications and drawings before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for these performance tests.

24 On completion of work the Contractor shall submit at no extra payment four prints of "as built" drawings to Engineer-In-Charge. These drawings shall have the relevant information:

25 The Contractor at his own cost shall leave necessary holes, recesses, openings etc. for laying/burying pipes, cables, conduits, clamps, etc. as may be required for related components/works for which inserts, sleeves, brackets, conduits, base plate, clamps etc, shall be supplied free of cost by other agencies unless otherwise specifically mentioned in the Tender. The Contractor shall fix the same at the time as required and nothing extra shall be paid to Contractor on this account.

- 26 The work shall be executed and measured as per metric dimensions given in the schedules of quantities, drawings (FPS units wherever indicated are for guidance only).
- 27 The Contractor shall comply with all laws and statutory regulations dealing with employment of labour.
- 28 The Contractor shall provide at his own cost suitable weighing, surveying, leveling and measuring arrangements as may be necessary at site for checking by Engineer-In-Charge. All such equipment shall be got calibrated in advance from approved laboratory/agency. Nothing extra shall be payable on this account.
- 29 The Contractor shall be bound to sign the site order book as and when required by Engineer-In-Charge and carry out compliance of instructions promptly to the satisfactions of Engineer-In-Charge.
- 30 No payment shall be made to the Contractor for any damage caused by rain, floods or any other natural cause, whatsoever during the execution of work. The damage to work shall be made good by the Contractor at his own cost and no claim in the matter shall be entertained.
- 31 Security Watch and Ward: The Contractor shall employ necessary establishment for security and shall be fully responsible for the watch and ward of all equipments, materials, pipes, fitting, fixtures etc provided by him against pilferage and including breakage during the period of installation and thereafter till the building is handed over to PFC by the Contractor.

32 Technical Examination/Audit

In case of Technical Examination/ Audit any time during execution or even after 12 months of completion of work, the Contractor shall be liable for defects/quality of the work and financial consequences as a result of deficiencies observed/recorded in Technical Examination /Audit report.

Necessary documents/supporting vouchers (In Original) store registers/records, materials, test certificates and any other details as asked for during Technical Examination/Audit by the concerned authority shall be provided by the Contractor to the full satisfaction of Technical Examiner during technical Examination/Audit of the work.

If as a result of such audit and/or technical Examination any sum is found to have been overpaid, the Contractor shall be liable to refund the amount of over-payment and it shall be lawful for Engineer-In-Charge to recover the same from him in any manner permissible under the contract or legally.

II. Milestones

Time allowed for completion of work will be 90 days from the date of Lol/ LoA.

- III. Rates quoted shall remain firm up to completion of the work. During the entire time period allowed for completion of work, Escalation/ Price variation shall not be paid by PFCCL on any account whatsoever.
- IV. Without any way limiting the provision of the clauses, the rates quoted by the Contractor shall be deemed to include and cover the cost of all repair & rectification works, removal of existing doors, making modification in ceiling, flooring etc. & restoring the same, constructional Plant, Scaffolding, temporary works, materials, labour, insurance, fuel, stores and appliances to be supplied by the Contractor and all other matters in connection with each item of the schedule of quantities for the execution of work or any portion thereof finished and complete in every respect and

maintained as shown or described in the contract document or as may be ordered in writing during the continuance of the contract.

- V. The Contractor shall quote his rates keeping in mind the specifications, terms & conditions, additional and special conditions, Additional specifications etc. and nothing extra shall be paid by PFCCL unless otherwise specified in the tender.

VI. TERMS OF PAYMENTS:

i. The work shall be executed and measured as per metric dimensions given in the schedules of quantities, drawings (FPS units wherever indicated are for guidance only).

ii. **The progressive payment of items shall be made on actual measurements of work done. The frequency of measurements and payments would be fortnightly.**

iii. PFCCL shall make the payment through the E-banking system within 8 working days of submission of completed invoice by the Contractor.

- VII. The contractor shall be responsible for good workman ship and quality of work and proper coordination with others for timely completion of entire work.

VIII. **Mobilization Advance:** No mobilization advance will be released for the work.

- IX. The bidder has to execute all the items of works as per standard CPWD specifications /relevant IS codes.

X. No other person except bidder's authorized representative shall be allowed to enter PFCCL's premises.

- XI. Within PFCCL premises, the bidder personnel shall not do any private work other than their normal duties.

XII. Bidder shall be directly responsible for any/all disputes arising between him and his personnel and keep PFCCL indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.

- XIII. The personnel engaged by the bidder are subject to security check by PFCCL Security Staff at any time and the bidder shall ensure their presence for the said purposes.

XIV. Bidder shall be solely responsible for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. PFCCL shall have no liability whatsoever in this regard and the bidder shall indemnify PFCCL against any/all claims which may arise under the provisions of various Acts, Govt. Orders etc.

- XV. The bidder shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.

XVI. All consumable and material used by the bidder shall be of standard make and approval of Engineer-In-Charge/ Engineer shall be taken for the same.

PREAMBLE TO SCHEDULE OF QUANTITIES

Note:

1. The quoted rate for each item of work shall also include for the following irrespective whether it has been mentioned or not in the description of the item without any extra cost.
 - 1(a) All unexposed surfaces of wood (any variety) used shall be treated with necessary coats of fire retardant paint, anti- termite treatment and wax polish of approved makes.
 - 1(b) All material frameworks shall be applied with approved anti corrosive treatment.
2. All exposed surfaces of wood (any variety) shall also have necessary coat of wood primer/ putty and paint/ PU polish/ distress stain polish etc. as per description in the item/ drawing.
3. The specifications which are not included in the BIS code or technical specifications shall be as per instruction of Engineer- in –charge.
4. The quantities are approximate and this is to be checked and measured at work spot and executed accordingly.
5. The contractor shall remove all surplus materials, debris, waste materials etc. and clean the areas while and working and after completion.
6. Please refer the drawing for dimensions sizes etc., wherever not specified in the schedule of quantities and quote accordingly.
7. Any sub- standard materials used during execution will be rejected and the contractor shall replace the same to entire satisfaction of the Engineer – in – charge at his sown cost.
8. The Contractor is required to co-ordinate his work along with other agencies working at site. He has to make goof any damage made by him or nay of his representatives to the works of any other agency or Owner at site.
9. Making of any cutout/opening for electrical/ air conditioning wiring/ fitting in any of the item of false ceiling, partitions, paneling, masonry work etc. and finishing edges jambs/ cills/ soffits of the opening shall not be paid extra.
10. The contractor is required to fabricate one or more samples of each items as instructed for approval. The bulk production of the furniture can only be taken in hand after the final approval of sample of each item. It shall be the entire responsibility of the Contractor to get sample approved by the Engineer- in- charge spending the minimum time, and no extension of time shall be granted for getting the late approval of samples.
11. Unless otherwise provided in the description of various items of work, the rates tendered by the Contractor shall be for complete items of work covering all materials, labor, carriage, royalties, WCT, fees, rents, sales, tax, VAT, Octroi, wastage tools plant, equipments transport, temporary constructions overhead charges, profits as well as general liabilities, obligations and risks arising out of the conditions of contract and carrying the work in parts or along pipes, cable complete and shall apply to all heights and levels , depths, leads and lifts. No extra charges whatsoever consequent on any misunderstanding otherwise shall be allowed.
12. Any damage caused to the existing work including finishing work by the Contractor while executing the work shall be made good by the Contractor at his own cost.
13. Contractor whenever asked shall submit basic unit rates for all constituent materials of a particular item. These rates shall be for analysis of substituted items in case of additions or deductions.
14. Opening in partitions/ panelling/ ceiling etc. shall be deducted as per IS specifications.
15. All the items of work given in the schedule of qualities shall be executed strictly in accordance with the relevant drawings and specifications or as directed by Engineer-in–charge.
16. The Tenderer shall visit the site and shall satisfy himself as to conditions under which the work is to be performed. He shall also check, ascertain the locations of any existing structures or equipment or any other situation, which may affect the work. No extra claim for ignorance or on ground of insufficient description will be allowed at a later date.

17. The quoted price for items shall include all accessories, consumables etc. as required to make the item complete in all respects, compatible with other related/associated items and fully functional.
18. Loading, transporting, unloading, handling, double handling, hoisting to all levels and heights, setting, fitting and fixing in position, protecting, disposal of debris and other labor necessary in and for the full and entire execution and to fully complete the job in accordance with the contract documents, good practice and recognized principles shall be responsibility of the Contractor.
19. The quoted rates shall also include the charges for carrying out various types of Lab/Site tests for different types of materials, or as directed by Engineer-in-charge.
20. All the Loose furniture items brought at site shall be kept in wrappers polythene sheets to avoid any damage to the item.
21. Drawings shall not be sealed. Figured dimensions shall be strictly followed; large-scale drawing/detailed shall supersede small-scale drawings.
22. Contractor shall verify all dimensions and information given in the drawings for existing conditions at site.
23. Contractor shall be fully responsible for any error, difficulty in execution/damages incurred owing to discrepancy in drawings, which has been overlooked by him and has not been brought to the notice of the Engineer-in-Charge.
24. All stainless steel fittings/accessories shall be having brushed finish.
25. All exposed glass edges shall be machine polished.
26. The Contractor should quote only for the makes of materials indicated in the list of approved material and in the schedule of quantities. Any other brand required to be incorporated should be offered as alternative separately, in which case the manufacturers name, literature, test certificate and price list shall have to be submitted. This will only be allowed in exceptional circumstances.
27. Uniform make/brand of materials, equipment will be used throughout the project. The Engineer-in-Charge will have the option to select any make out of the above-approved makes within the tendered price.
28. Mode of measurement of all filing cabinets against the wall, free standing filing and side racks for executive shall be the front elevation area only.
29. The rate shall include cleaning, rectification and repainting of surfaces around all electrical and A.C. fixtures.
30. Tenderers are advised to submit their tender strictly based on the terms, conditions and specifications contained in the tender document and not to stipulate any deviations.
31. The rates quoted shall include all miscellaneous and making good the dismantling works necessary at site.
32. The Tenderers shall quote all rates in figures as well as in words for each item.
33. Mode of measurement shall be a per IS code 1200 (latest edition).
34. Wherever veneer is mentioned it will be regarded as Steam Beach Veneer or as approved and as mentioned in the Schedule of Rates of approved shade and make.
35. All stainless steel hardware/fitting of approved make and quality shall be provided wherever required to the entire satisfaction of the Architect/Engineer-in-charge. No extra payment shall be made on this account.
36. All plywood/board shall be of phenol formaldehyde conforming to relevant IS Codes from the specified list of makes of materials.
37. All fabric must be scotch guarded.
38. Service Tax, if applicable shall be included in the rates quoted by the Contractor and will be shown separately in the Invoice.

E-Tender for Interior designing & execution work on item rate basis at 7th floor, 9th floor Statesman House, 1, Barakhamba Lane, Connaught Place, New Delhi-110001.

**DESIGN REQUIRMENTS
Annexure IV**

Reference Number: 08/ORG/2016/Interior work



PFC CONSULTING LTD

(A Wholly owned subsidiary of PFC Ltd.)

**Corp. Office: "Urjanidhi", 1 Barakambha Lane, Connaught Place,
New Delhi-110001**

APPROXIMATE DESIGN REQUIREMENTS

Requirements of PFCCCL for office space at Statesman House, Barakhamba Road, Connaught Place, New Delhi – 7th (A-Wing) and 9th Floor (A-Wing)

S. No.	Requirements	Proposed Quantity (Nos.)	Minimum Proposed Size (ft.Xft.)
1	Meeting Room (cap. 20) (9 th Floor)	1	15'x30'
2	Discussion Room (cap. 10) one on each floor	2	12'x18'
3	CEO Room (9 th Floor) with attached washroom	1	14'X 14'
4	CEO's Secretariat	1	6'X 14'
5	EVPs/ SVPs Room with arrangement for PS	8	10'X 12'
6	EVPs/ SVPs PS	8	5'X 5'
7	VPs/ AVPs Cubicles	10	9'X 8'
8	Manager/ Dy. Manager/ Asst. Manager/ Officer Workstation	12	6'X 5'
9	Supervisor Workstation	4	5'X 5'
10	Auditor's Room (4 cap.)	2	10'X 12'
11	AdvisorsCubicle	4	9'X 8'
12	Coordinators Workstations	10	5'X 5'
13	Casual Staff Workstations	10	5'X 5'
14	Attendant Workstations	5	3'X 2'
15	Recreation/ Fitness Room	1	14'X 14'
16	Library	1	10'X 12'
17	Dining Room/ Pantry (7 th Floor)	1	14'X 20'
18	Pantry (9 th Floor)	1	9'X 8'
19	Waiting Area (7 th Floor)	2	12'X 14'
20	Reception cum waiting Area (9 th Floor)	1	14'X 14'
21	Store one on each floor	2	10'X 14'
22	Documentation/ Record room one on each floor	2	10'X 14'

NB: - As per space, the Bidder has the flexibility to vary sizes and nos.

QUALIFYING REQUIREMENT DATA

List of major Owners

SL NO.	Name of Organization, contact person & Telephone	Work Order No. & Date	Amount

TECHNICAL DEVIATIONS

Technical Deviations

The following are the Technical deviations and variations from the exceptions to the specifications and documents against Technical Specification of Tender. These deviations and variations are exhaustive. Except these deviations and variations the entire work shall be performed as per PFCCL’s specifications and documents.

Sl.No.	Section	Clause No.	Page No.	Statement of deviations and variations
"	"		"	

COMMERCIAL DEVIATIONS

COMMERCIAL DEVIATIONS

The following are the Commercial deviations and variations from the exceptions to the specifications and documents against Specification Tender. These deviations and variations are exhaustive. Except these deviations and variations the entire work shall be performed as per PFCCL’s specifications and documents.

Sl.No.	Section	Clause No.	Page No.	Statement of deviations and variations

SCHEDULE – 4: AUTHORISATION LETTER
(ON THE LETTER HEAD OF THE ORGNISATION /FIRM)

We authorize _____ [Name of the person], who is employed and holding the position of[Designation] in our Company, to submit bid on our behalf and do all such acts, deeds and things necessary in connection with or incidental to submission of Bids for [Name of the Bid].
The Signature of the Authorized Person is also attested herewith.

Signature of Authorized Person:

Full Name:

Designation:

Signature:

Full Name:

Designation:

Address:

(Seal)

SCHEDULE -5

THE PROPOSED METHODOLOGY, WORK PLAN, RESOURCES AND MANPOWER FOR UNDERTAKING THE TASKS AS PER SCOPE OF WORK AND DELIVERABLES

Bidder`s Name & Address

To

PFC Consulting Limited
(A wholly owned subsidiary of Power Finance Corporation Ltd.)
First Floor, "Urjanidhi", 1-Barakhamba Lane
Connaught Place
New Delhi-110 001

Dear Sir,

We hereby enclose a brief write up on the proposed methodology to be adopted **for NIT on item rate basis for Interior designing & execution work for office space at 7th floor ('A' Wing) and 9th floor ('A' Wing), Statesman House, Barakhamba Road, Connaught Place, New Delhi-110001** indicating the following:

- i) Approach Methodology and Work Plan in responding to scope of work and deliverables
- ii) Resources available for performing the assignment.
- iii) Key Personnel and their Task Assignment for Completing the Assignment

Authorised Signatory:

Full Name:

Address:

(Seal)

SCHEDULE – 6: CURRICULUM VITAE FOR EACH MEMBER OF CONTRACTOR’S TEAM

Name: _____

Profession/ Present Designation: _____

Total post qualification experience: _____ Years with organisation:

Educational Qualification: _____

(Under this heading, summarise college/ university and other specialized education of staff member, giving names of colleges, etc. degrees obtained.)

Experience:

(Under this heading, list of positions held by staff member since graduation, giving dates, names of employing organisation, title of positions held and location of assignments.)

Language:

(Indicate proficiency in speaking, reading and writing of each language by ‘excellent’, ‘good’ or ‘poor’)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to disqualification of the firm.

Signature of Team member

Full Name

Date

Signature of Authorised
Signatory

Full Name

Date

To be furnished on the Bidder's Letter head

M/s. PFC Consulting Ltd.
"Urjanidhi"
1 Barakhamba Lane,
Connaught Place,
New Delhi-110 001.

Subject: Tender for Interior designing & execution work on item rate basis at 7th floor, 9th floor Statesman House, 1, Barakhamba Lane, Connaught Place, New Delhi-110001.

Dear Sir,

We agree to accept all the terms and conditions contained in the tender document ref. no./....../16/Interior Work.

We therefore request you to consider our bid for determination of the contract.

Thanking you.

Yours faithfully,

For and on behalf of.....

Name.....

Designation.....

Common Seal.....

PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To Be Stamped In Accordance With Stamp Act)

(Reference Clause 29 of GPC of Contract)

(The non-judicial stamp paper should be in the name of issuing bank)

Ref. No..... Bank Guarantee No..... Date.....

To,
PFC Consulting Ltd.
UrjaNidhi, 1 Barakamba Lane, Connaught Place,
New Delhi – 110001

Dear Sirs,

In consideration of the PFC Consulting Ltd. (hereinafter referred to as the "Owner" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered / Head Office at..... (hereinafter referred to as the Contractor or Contractor which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) a Contract by issue of Owner's Letter of Award No dated and the same having been unequivocally accepted by the Contractor/Contractor resulting into a contract valued atfor (Scope of Contract) and the Contractor/ Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract, equivalent to% (Per cent) of the said value of the contract to the Owner.

We(name and address), having its Head Office at(herein after referred to as the "Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all monies payable by the Contractor/ Contractor to the extent ofas aforesaid at any time up to..... (Days/ month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor/ Contractor.

Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Contractor/ Contractor or any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the Contractor/ Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor/ Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor/ Contractor or any other course of or remedy or security available to the Owner. The Bank

shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor/ Contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractor/ Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted toand it shall remain in force up to and includingand shall be extended from time to time for such period (not exceeding one year), as may be desired by M/swhose behalf this guarantee has been given.

Dated this Day of 2015at

WITNESS:

(Authorized Signatories of the Bank)

1.

.....

.....

(Signature)

(Signature)

(Name)

(Name)

(Official address)

(Designation with Bank Stamp)
 Attorney as per Power of Attorney

2.

.....

No..... dated

(Signature)

(Name)

(Official address)

Note:

1. This sum shall be ten percent (10%) of the total lump-sum Contract Price.
2. The date shall be 90 days after the end of one year Warranty Period.
3. The stamp paper of appropriate value shall be in the name of Bank issuing the guarantee

PROFORMA FOR BANK GUARANTEE FOR EMD
(To be stamped in accordance with Stamp Act)

M/s PFC Consulting Ltd.
"Urjanidhi" - 1 Barakhamba Lane,
Connaught Place,
New Delhi-110 001

Dear Sir,

In accordance with your Tender Specification No M/s.
Having its Registered/ Head Office at (Hereinafter
called the "Bidder") wish to participate in the said bid for
..... valid for
months from the date of bid opening is required to be submitted by the Bidder as a condition
precedent for participation in the said bid which amount is liable to be forfeited on the
happening of any contingencies mentioned in the Bid Documents.

We, the Bank at Having our Head Office at
Guarantee and under to pay immediately on demand by PFC Consulting Ltd., the amount
..... (In Figures & Words) without any
reservation, protest, demur and recourse. Any such demand made by said Owner shall be
conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.
This guarantee shall be irrevocable and shall remain valid up to..... If any further
extension of this guarantee is required the same shall be extended to such required period
(not exceeding one year) on receiving instructions from M/s..... on whose
behalf the guarantee is issued. In witness whereof the Bank, through its authorized officer
has set its hand stamped on this day of.....20.....at.....

WITNESS:

(Signature)
Name
(Signature)

Name
Attorney as per Power of
Attorney No.
Date.....
(Official Address)

* The amount should be as indicated by the Owner.

** This date should be 30 days after the date for which bid is valid.

Note:

I) The non-judicial stamp papers for this EMD should be purchased in the name of the
issuing Bank. ii) This bank guarantee must be issued by a nationalized Indian
Bank/Commercial bank as indicated in Clause.

**E-Tender for Interior designing & execution work on item rate basis at
7th floor, 9th floor Statesman House, 1, Barakhamba Lane, Connaught
Place, New Delhi-110001.**

**Format of Design Presentation Bid
(For explaining the designs)
Annexure VI**

Reference Number: 08/ORG/2016/Interior work



PFC CONSULTING LTD
(A Wholly owned subsidiary of PFC Ltd.)
Corp. Office: "Urjanidhi", 1 Barakambha Lane, Connaught Place,
New Delhi-110001

Format of Design Presentation Bid.

To,
VP (Unit 1)
PFC Consulting Ltd.
"Urjanidhi", 1, Barakhamba Lane,
Connaught Place, New Delhi

Subject: Tender for Interior designing & execution work on item rate basis at 7th floor, 9th floor Statesman House, 1, Barakhamba Lane, Connaught Place, New Delhi-110001..

The undersigned bidder, having read carefully and examined the tender document in respect of Tender for „Tender for Interior designing & execution work on item rate basis at 7th floor, 9th floor, Statesman House, 1, Barakhamba Lane, Connaught Place, New Delhi-110001 and does hereby express their interest to carry out the work.

The undersigned bidder has provided 2D & 3D Designs, AUTOCAD drawings, Bill of Quantities (BOQs), Specifications and Makes of 7th floor & 9th floor sufficient to explain the whole design concept in totality along with the Technical Bid.

The undersigned bidder will present Design presentation in 2 D & 3 D of 7th floor (A-Wing) & 9th floor (A-Wing) sufficient to explain the whole design concept in totality in front of the PFCCL committee as per PFCCL's schedule date and time.

Signature of the bidder with firm's seal

Contact No. _____
Name of Authorized Signatory _____

DATE

(Price Bid to be submitted separately on E-portal of TCIL i.e.
<https://www.tcil-india-electronictender.com>
by Technically qualified bidders after Design presentation stage)

**E-Tender for Interior designing & execution work on item rate basis at
7th floor, 9th floor Statesman House, 1, Barakhamba Lane, Connaught
Place, New Delhi-110001.**

**Format of Price Bid
(For quoting the rates)
Annexure VII**

Reference Number: 08/ORG/2016/Interior work



PFC CONSULTING LTD
(A Wholly owned subsidiary of PFC Ltd.)
Corp. Office: "Urjanidhi", 1 Barakambha Lane, Connaught Place,
New Delhi-110001

Format of Price Bid

To
VP (Unit 1)
PFC Consulting Ltd.
"Urjanidhi", 1, Barakhamba Lane,
Connaught Place, New Delhi

Subject: Price Bid for E-Tender for Interior designing & execution work on item rate basis at 7th floor, 9th floor Statesman House, 1, Barakhamba Lane, Connaught Place, New Delhi-110001.

The undersigned bidder, having read carefully and examined the tender document in respect of Tender for "Tender for Interior designing & execution work on item rate basis at 7th floor, 9th floor, Statesman House, 1, Barakhamba Lane, Connaught Place, New Delhi-110001" and does hereby express his interest to carry out the work as specified.

The undersigned bidder will charge on Item rate basis-

(Detailed Price schedule to be filled by the bidders based on BOQ provided to technically qualified bidders by PFCCL for quoting prices)

Summary of Price Schedule:

Total Cost of design & execution as per the Detailed Price schedule including Taxes and Duties = Rs.

Total Cost of design & execution as per the Detailed Price schedule including Taxes and Duties (in words) = Rs.

The above includes Taxes and Duties of Rs.....

Note –

1. The rates quoted & the total cost is firm & inclusive of designing, execution, supply, freight, installation, all taxes & etc.
2. The final design along with BOQ, Specifications and Makes will be made available to all the technically qualified bidders for quoting their prices.

Signature of the bidder with firm's seal

Contact No. _____
Name of Authorized Signatory _____

DATE

(Bidders may note carefully the below example for preparing Detailed Bill of Quantities (BOQ) to be provided alongwith specifications and Makes)

**EXAMPLE of Detailed Bill of Quantities (BOQ) to be provided
 alongwith specifications and Makes**

**Interior designing & execution work on item rate basis at 7th floor (A-Wing), 9th
 floor (A-Wing), 148, Statesman House, Barakhamba Road, Connaught Place,
 New Delhi-110001.**

SL NO.	Description	Unit	Qty
	Providing and fixing Gypsum board false ceiling with 22 gauge GI main runners wherever required 50 x 30 mm with moulded ends with 900mm C/C and 22 gauge GI coves runners 20 x 60 upto 300mm C/C suspended from roof with adjustable 25 x 3mm M.S suspenders. The suspenders shall be placed 900 x 1200mm C/C including fixing to the frame and including providing and fixing expended metal of size 5.25mm x 1.00mm thickness fixed to runners and providing & fixing Gypsum board of 10 mm thickness smooth to line and level including lighting coves, hinges trap doors, opening for AC diffusers, pelmets etc. complete as per drawing/ specifications/ additional specifications & as directed by Engineer-in-Charge.		
	Providing & fixing suspended false ceiling of Armstrong (Fine Fissured Micro Look with Silhouette grid) / equivalent of size 600 mm. X 600 mm at all levels fixed with channels & hanger rods & making cut-outs for all LED lights, AC machines & grills etc including all labour & material as per approved sample, designs, drawings & specifications & as directed by Consultant/EIC.		
	Providing ducting after making necessary connections from main duct. The work has to be executed in co-ordination with the Air condition system maintenance agency & with the officers monitoring the AC system. The		

	work includes providing diffusers & return grills.		
	Providing & Fixing electrical conduits of Akg / Polypack / Setia / Equivalent make including chasing in walls & finishing it with plaster good for painting & wires of Havells / Polycab / Finolex / equivalent make & switches & sockets for point wiring of Havells / Northwest / Schindler / equivalent as per approved sample, designs, drawings. specifications & as directed by Consultant/EIC including all labour & material with testing & commissioning .		
	Providing & fixing LED light 3W /5W /7W /11W /15W / AS REQUIRED with fittings of Phillips / Havells / Polycab / equivalent as per approved sample, designs, drawings & specifications as directed by Consultant/EIC including all labour & material with testing & commissioning. Item include dismantling of existing old lights & buy back of old lights with fittings & disposal of malba out of GTI campus to the encumbrance free dump site.		
	Providing & fixing mat finish 800 mm x 800 mm glazed vitrified floor tiles of first quality as per manufacturers specifications of kajaria / Somany / Orient / equivalent including all base preparation with PCC(1:2:4) & fillings as per approved sample, designs, drawings & specifications & as directed by Consultant/EIC including all labour & material. Item include dismantling of existing floor & buy back of old tiles & disposal of malba out to the encumbrance free dump site.		
	Providing and fixing partition up to ceiling height consisting of G.I. frame and required board, including providing and fixing of frame work made of special section power pressed / roll form G.I. sheet with zinc. coating of 120 gms/sqm. (both side inclusive), consisting of floor and ceiling channel 50 mm wide having equal flanges of 32mm and 0.50mm thick, fixed to the floor and ceiling at the spacing of 610mm centre to centre with dash fastener of 12.5mm dia meter 50mm length or suitable anchor fastener or metal screws with nylon plugs and the studs 48mm wide having one flange of 34mm and other flange 36mm and 0.50mm thick fixed vertically withinflanges of		

	<p>floor and ceiling channel and placed at a spacing of 610mm centre to centre by 6mm dia bolts and nuts, including fixing of studs along both ends of partition fixed flush to wall with suitable anchor fastener or metal screws with nylon plugs at spacing of 450mm centre to centre, and fixing of boards to both side of frame work by 25 mm long dry wall screws on studs, floor and ceiling channels at the spacing of 300mm centre to centre. The boards are to be fixed to the frame work with joints staggered to avoid through cracks, M.S. fixing channel of 99 mm width (0.9 mm thick having two flanges of 9.5 mm each) to be provided at the horizontal joints of two boards, fixed to the studs using metal to metal flat head screws, including jointing and finishing to a flush finish with recommended jointing compound, jointing tape, angle beads at corners (25mm x 25mm x 0.5mm), joint finisher and two coats of primer suitable for board as per manufacture's specification and direction of engineer in charge all complete.</p>		
	<p>For providing & fixing G I Frame</p>		
	<p>75 mm overall thickness partition with 12.5 mm thick double skin fire rated Gyp board conforming to IS:2095:part I (Measurement of Gypsum board on both sides of the frame shall be taken)</p>		
	<p>75 mm overall thickness partition with 12 mm thick commercial ply to be fixed to the frame using the necessary screws & pasting/fixing 1 mm thick lamination sheet of approved shade of Marino or equivalent make using necessary glue etc. all complete to the satisfaction of PFC. (Measurement of Ply & lamination board on both sides of the frame shall be taken)</p>		
	<p>Providing and fixing of single style fully glazed door as shown in the drawing using Godrej or equivalent patch fittings comprising of stainless steel, threaded rod, pivots with plug, top frame with removable pin with cover plate, top porch with plastic socket for top pivot, bottom patch with insert for floor spring spindles/ pivot, floor pivot bearing Godrej or equivalent double action floor spring and corner lock euro profile, cylinder single throw bolt projection with security rosettes suitable</p>		

	<p>for double action swing door with mechanical back check suitable for 10mm thick frosted heat strengthened plain float glass with frosted film of approved make as per design and drawing with adjustable lock keeper plates in two part, floor sockets over panel strike boxes, to suit corner locks including cost of all materials, labour, machinery, fabrication, chasing in the floor, chipping of walls, beams, columns, rectification of plaster, painting and repainting if required erection, installation, transportation all charges etc, completer as per design and drawing & as per specification/ additional specifications and as directed by Engineer-in-Charge.</p> <p>(Rate shall include the cost of 10mm thick annealed clear float Glass included crystal clear and edge polishing of glass).</p> <p>Door Size – (7' x 3')</p> <p>Bottom fitting: 1 No. per Door for single style. Top Fitting: 1 No. per Door for single style. Pivot: 1 No. per Door for single style.</p> <p>Lock: 1 No. per Door for single style. (if required and as approved).</p> <p>Floor Springs: 1 No. per Door for single style. Handles: 1 pair per Door for single style.</p>		
	<p>Providing and fixing film of 50 microns thickness of approved shade and design on window glazings and doors as per drawing and as directed by Architect/ Engineer-in-Charge to the complete satisfaction. Film shall be fixed to the glazing with proper tools and arrangements with zero air bubble to be trapped in.</p>		
	<p>Removal of Wooden partition (approx 200 Sqft) Including electrical, Data Cable & Telephone wiring etc. as directed without damaging the electrical/UPS/LAN/Telephone wiring/connection. Removal of the debris generated and disposing of the same at contractor own dump yard or at the dump yards identify</p>		
	<p>Painting with Plastic emulsion Paint & PU polish of Asian paints / Nerolac / equivalent make on existing & new surfaces as per approved sample, designs, drawings & specifications & as directed by Consultant/EIC including all labour & material</p>		

	<p>on walls, false ceiling, doors, window frames complete. (Bidder to quote lum-sum rate for repainting job)</p>		
	<p>Low Height Partition (Modular):</p> <p>Providing and Fixing in position non grouting double skin partition 1200mm high and less than 80mm thick consisting of 1.5mm thick CRCA steel sections. The complete frame work shall be powder coated with minimum powder coating thickness of 45 microns indesired shade or frame work made up of aluminium with thickness of 1.3 mm. vertical and horizontal rail is made up of 1.2 mm. thick of aluminium extrusions. Horizontal and vertical trims are made of 12mm thick MDF boardpost formed confirming to IS 12406: 2003. Steam beach wooden beedingsmatching with the existing stations shall be fixed on top of the horizontal trim and on vertical ends of the frame. The frame work shall be fitted with 12mm thick tiles made of prelaminated(steam beach colour) partical board three layered medium density (exterior grade) Grade I type II confirming to IS 12823 having decorative lamination on one side and balancing lamination on other side of approved quality in desired shade on the both faces of the frames.Tacable fabric/ non tacable fabric/ white marker board of approved quality and desired shade shall be provided wherever required matching with the existing work stations.</p> <p>Providing and Fixing in position the abovementioned non grouting double skin partition 1200mm high and less than 80mm thick consisting of 1.5mm thick CRCA steel sections or aluminium sections. Partition frame work shall have adequate provisions for the movement of electric data cables at desired levels. The complete partitioning work shall be carried out as per approved pattern/ drawing/ design and as directed by PFC. The above rate includes all the cost of material and labour inputs. Only one side measurement shall be made for the payment of above complete item. No extra payment whatsoever shall be made for higher specifications.</p>		
	<p>Work Top (Modular): Providing and Fixing work tops made up of 25mm thick flat pressed three layered medium density</p>		

	<p>partical board confirming to IS 3087 with one side post formed grade lamination 0.70mm thick of approved make including rounding of post formed lamination on one or two parallel edges (as per requirement) of work top and turning back to 75mm depth and post forming balancing on other side. The other edges shall be covered with 2mm thick PVC edge banding tape as per make with hot melt glue on edge banding machine at 200degree C temperature. Work top shall be fixed and supported with specially designed mild steel brackets powder coated with minimum powder coating of 45 microns. The complete work shall be carried out as per drawings, design and as per specifications/additional specifications & as directed by PFC (Steam Beach colour Laminate of green lam, Marino or equivalent shall be used).</p>		
	<p>Providing and fixing metallic key board tray (with mouse tray) of minimum size 510 x 350 x 55 mm made up of CRCA sheet, 1mm thick, powder coated with minimum powder coating of 45 microns in desired shade of approved brand and manufacture fitted below work top by means of ball bearing with telescopic slide of desired size complete as per specifications/additional specifications & as directed by PFC. (ebco or equivalent make)</p>		
	<p>Removal, Shifting & fixing of glass partition of size 7'(h) X 5'(w)</p>		
	<p>Glazing/Glass – Providing and fixing of 10 mm thick clear heat strengthened glass</p>		
	<p>Providing and placing in position drawer unit having three drawers of overall size 400mm (width) x 550mm (depth) x 715mm (height) consisting of two utility drawers and one filing box drawer. Outer box and drawer facias shall be made of 18mm thick both side prelaminate partical board exterior grade (Grade I Type II) Confirming to IS 12823 and drawers shall be made of 12mm thick prelaminate partical board. All the exposed edges shall be covered and sealed with 2mm thick PVC edge banding tape with hot melt glue on edge banding machine at 200 degree C temperature. Drawer shall be run on telescopic drawer slide with centre locking arrangement, handles and levellers all</p>		

	complete as per specifications/ addition specifications & as directed by Engineer-in-Charge.		
	Providing and fixing GM table of size 1800mm x 750 x 750mm with Return table of size 1050mm x 450mm x 750mm and back credenza of size 1350mm x 450mm x 750mm as per drawings. The top shall be made up of 25mm thick flat pressed three layered medium density partical board confirming to IS 3087 with one side post formed grade lamination 0.70mm thick of approved shade and make including rounding of post formed lamination on two parallel edges of work top and turning back to 75mm depth and post forming balancing lamination on other side. Modesty and gable ends of tables and outer box of the back credenza incling vertical and horizontal shelves except credenza top shall be made of 18mm thick both prelaminated partical board three layered medium density (exterior grade) Grade I type II confirming to IS 12823 including hardware etc. all complete as per direction of Engineer-in-Charge. All exposed edges shall be covered with 2mm thick PVC edge banding tape as per make with hot melt glue on edge banding machine at 200 degree C temperature.		

<u>EXAMPLE OF LIST OF MAKES FOR CIVIL INTERIOR FITOUT WORKS</u>	
-	Approved List of Makes
CIVIL	
Fine sand & Coarse Sand	1 st quality
Cement	Ultratech/ACC/J.K/
Stone aggregate	1st quality
White cement	Birla / J.K. / equivalent
Tor Steel	Tata Tisco or Equivalent
M.S. Section	Tata/Sail/Jindal or Equivalent
Reinforcement and Structure Steel	Tata/Sail/Jindal/Tiscon-42 or Equivalent
Ready Mix Concrete	Ultratech or Equivalent
AAC Block	JK Lakshmi / builtech or Equivalent
Brick	1st class
Plaster of paris	Gypsum India/Supreme/Sakarni or Equivalent
Gyp Plaster	Gysum India or Equivalent
Anti termite Treatment	Hicare / PCI or Equivalent
Water Proofing Compound	Dr Fixit/Pidilite / Phosroc or Equivalent
Admixtures and Epoxy Flooring	Adrex Endura/Fosroc/Aquamix or Equivalent
Putty	Shall be Goldsize Putty by Shalimar Paints Ltd.or Equivalent
Expansion Bolts for fixing	Hilti
Anchor Fastner	Hilti/Canon/Bosch
Welding Electrodes	Advani or approved equivalent make

<u>Adhesives</u>	
For carpentry works	Pidilite or Equivalent
For rubber based applications	Pidilite SR-998 grade or equivalent
For stone, metal etc. applications	Ardex Endura/Araldite or approved equivalent
Epoxy Grout	Ardex Endura/Laticrete
Sealing Component	Dow Corning / GE Bayer Silicone Ltd., Pidilite
Rubber Insulation	Armaflex, Videoflex/ Equivalent make
PAINTS	
Anti - termite paint	Nosil Mudguard (Castor) Nithol
Matt melamine	Asian, Berger, Goodlass Nerolac, Shalimar
Deco paint	Asian, Berger, Shalimar, ICI ,Dulux
Plastic Acrylic emulsion paint	Berger / Asian /Shalimar
Velvet touch plastic emulsion paint	Asian, Berger, Shalimar, ICI Dulux
Decorative plastic paint	Asian, Berger, Shalimar, ICI Dulux
Putty	Birla White, JK White or equivalent
Primer	Asian, Berger, Shalimar, ICI ,Dulux
Textured paint	Spectrum, Heritage (Bakelight Hylam), Oikos
Fire Retardant Paint	Viper
White washing lime	Nerolac, Asian or approved equivalent
Concrete Micro topping	Convow (Anuj Kumar 9560894469) or Equivalent
Concrete Finish Paint	Herritage or Equivalent

Exterior Paint	Apex Ultima or Equivalent
Duco Paint	AkzoNobel (Dulux)/Asian or Equivalent
PU Paint	Dulux or Equivalent
Epoxy Paint	Ardex Endura/Laticrete
Stencilling Marking	Ardex Endura or Equivalent
Road marking (CPS System)	Ardex Endura or Equivalent
Damp Proofing Membrane	Ardex
Dry Distemper	Asian, Berger, Shalimar, ICI ,Dulux
PARTITION / WOOD	
Commercial blockboard	Merino Tuffply & Tuffboard (BWR grade Phenol Bonded), Greenply, Duro, Archid
Calcium Silicate Board	Everest, Hilux or Equivalent
Fibre Cement Board and Heavy Duty Board	Everest or Equivalent
Aluminium Sections	Jindal/Hindalco/OEL/Bottom Line/Harmony.
Imported Anodised Aluminium Sections	Alloy/Jeb/Dorma
SS Railing/Grill	Kich/Lynx/Customised or Equivalent
Toilet Cubical	Besco Merino or Equivalent
Commercial ply wood	Merino, Greenply, Duro, Archid
Vinyl Curtain	Rola Shade
Roller Blinds	Mac/ Vista
Transition Profile & Corner Guard	Optimus/Bottomline/ORE Enterprise
Slotted Angle Racks	Harmony or Equivalent

Sink	Nirali or Equivalent
Fabric	Response/Colorays/Atmosphere/Maspar/Muslin/Season's/Jagdish Store/Yamini/Cocoon
Leatherlite	Response
Turf Flooring	Unitex or Equivalent
Cushion Form	Dunlop
GRG Ceiling Tile	Universal Building Product or Equivalent
Acoustic Panels	Decosonic (Universal Building product)/Navair or Equivalent
Trap Door	Knauf/Novapan/Rehau/Customised or Equivalent
Acrylic Solid Surfaces	Merino Hi Mac/LG
Glass	Saint Gobain or Equivalent
G.I Sections	Rondo/Gypsteel
Anodised Aluminium modular partitions	Alloy/JEB
Glasswool	Rockwool/ U.P Twiga
Teak board ply	Green Ply / Merino/Archid/Action Tessa
Indian/ Imported veneer	Archid/Greenlam/Greenply/Century/ Sonear/Legend
Gypsum partition	Gypsum (India) Limited / Boral
Flush door shutter	Merino/Greenply/Duro/Action Tessa
Hard wood	Teak/Mirindi/Saal/Oak or Equivalent (all First Class Seasoned)
Golden maple	(First class seasoned) free from knots, termite & glue
Laminates	Merino/Green/Archid/Century/Sonear/Woodstock/Rotolam or Equivalent
Accoustical Panel	Ecophon/Armstrong/ Nittobo/Universal Building Product/Anutone Equivalent

Laminate particle board	Novopan/Archid/Merino/Action Tessa
Exterior & Interior Grade MDF/HDF board	GreenPanelmax/Action Tessa/Merino
Soft board	Sitatex, Jolly, Cellotex
Extruded aluminum section	Hindalco, Indal (Indian Aluminium Co. Ltd.)
Acoustical panel	Armstrong
Fire Retardant/Pest Control	Viper or equivalent
Anchor Fasteners	Hilti/Canon
Fire proof shutters (Steel)	Shakti Met/ Adhunik or approved equivalent
Fire proof shutters (Wooden)	Pacific/Navair/Promat
Whiteboards	Elcon, Whitemark
Toilet Cubical	Besco Merino/Greenply
Clear Glass	Saint Gobain
Sandblasted & Decorative Glass	Art & Glass, Design & Art
FALSE CEILING	
Gypsum board	Gypsum India / Boral
Ceiling tile	Armstrong/Saint Gobain
FLOORING	
Ceramic tile	Kajaria/Nitco/Somany/Marbitto/RK/Johnson/Marmo/Asian or Equivalent
Vitrified Tiles	Kajaria/Nitco/Somany/Marbitto/RK/Johnson/Marmo/Asian or Equivalent
Anti static Vinyl Tiles	Armstrong//Ego/Tarkett

Porcelain Tiles	Kajaria/Nitco/Somany/Marbitto/RK/Johnson/Marmo/Asian or Equivalent
Sport Vinyl Flooring	Tarkett/Floor tex or Equivalent
Tile adhesive	Adrex Endura / Fosroc/Pidilite/Laticrete
False Floor	Unitile/Everast/Unifloor
Laminated wooden flooring	Green Floormax/SquareFoot/Prego/Ego/Action Tessa or Equivalent
Hardwood Flooring	SquareFoot/Prego/Ego/Floor Tex or Equivalent
Brick Tile	Pioneer or Equivalent
Italian Marble	As per Basic Rate
Granite	As per Basic Rate
Kota	As per Basic Rate
Waterproofing compound	Cico No 1/ STP/Fosroc/ Ardex Endura/Dr. Fixit/ Pidilite/ TapeCrete or approved Equivalent
HARDWARE	
Stainless Steel hinges	Ozone/GEZE
Multi purpose locks / nitch latch	Hettich/Geze/Ozone
Key board tray / CPU	Hettich
Mortice lock handles	OZONE/GEZE
SS Handles/ Drawer / Storage fittings	Hettich/Kich
Mortice lock six lever	Ozone/GEZE
Stainless Steel patch fittings / handles	Ozone/GEZE
Sliding folding mechanism for door	Ozone/GEZE
Anchor Dash fastmer	Hilti

Door stopper	Ozone/GEZE
Screws	GKW, Nettlefold (Oxidized & IS1365)
FURNISHING	
Upholstery	Vimal /Jagdish/Maspac/ Muslin/Response
MISCELLANEOUS	
Glass signage/ film	3M, Avery
Stainless steel signage	As approved by Architect
Glass up to 12 mm thick	Modi Float, Saint Gobain, Asahi.
Mirror	Modi Float, Saint Gobain, Asahi.
Insulation (Glass wool)	UP Twiga, Owens Corning
Glue	Fevicol
Silicone sealants	Wacker, Dow Corning , GE, Laticrete
Cementaneous false floor	As approved by Architect
Sun control film	3M/Garware Polyster Ltd.
Annealed glass, reflective glass.	As approved by Architect
Glass toughening manufacturer	As approved by Architect
The contractor shall clearly mention, while bidding, the make of equipment offered by him from the above list.	

	APPROVED LIST OF MAKES
ELECTRICAL	
PVC CONDUIT	BEC / AKG / EQUIVALENT.
FLEXIBLE CONDUIT	HENSEL/LEGRAND/TRINITY TOUCH/LAPP
BACKELITE SHEET	HYLAM/FORMICA/GREEN LAM
PVC INSULATED COPPER WIRE (ISI MARKED)	FINOLEX / HAVELS / EQUIVALENT
TELEPHONE CABLE	FINOLEX / HAVELS / EQUIVALENT
MODULAR TYPE SWITCHES AND SOCKET	HAVELLS / SCHINDLER / NORTH WEST / EQV
MCB ISOLATOR, RCCB, ELCB (OF ALL RATINGS)	L&T HAGER/LEGRAND/MDS/SIEMENS/ GE/ ABB/ ANCHOR
LIGHT FIXTURES / FITTINGS AND LAMPS	PHILIPS / POLYCAB / WIPRO/ HAVELLS
TV COAXIAL CABLE	FINOLEX / HAVELS / EQUIVALENT
MCB DISTRIBUTION BOARD	L&T HANGER / LEGRAND (MDS) / SIEMEN'S / SSK
THE CONTRACTOR SHALL CLEARLY MENTION, WHILE BIDDING, THE MAKE OF EQUIPMENT OFFERED BY HIM FROM THE ABOVE LIST.	

Note:

- i) All materials to be delivered at site. If the material used for the work is not in conformity with the specifications / not acceptable by PFCCL, the same shall be replaced by contractor. All the material required for the above work shall be arranged by the contractor at his own cost.
- ii) All materials shall be of the first quality.

Special instructions to Bidders for e-Tendering

General

The Special Instructions (for e-Tendering) supplement "Instruction to Bidders", as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Contractors/ Contractors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *PFC Consulting Ltd.* has decided to use the portal <https://www.tcil-india-electronicstender.com> through TCIL, a Central Government Public Sector Enterprise. This portal is based on the most "secure" and "user friendly" software from *ElectronicTender*. A portal built using *ElectronicTender's* software is also referred to as ElectronicTender System (ETS).

Benefits to Contractors are outlined on the Home-page of the portal.

Instructions

Tender Bidding Methodology:

Sealed Bid System - Two Stage

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on ElectronicTendering System (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
4. View Notice Inviting Tender (NIT) on ETS
5. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
6. Clarification to Tender Documents on ETS
 - Query to *PFC Consulting Ltd.* (Optional)
 - View response to queries posted by *PFC Consulting Ltd.*
7. Bid-Submission on ETS
8. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant Bid-Part
8. Post-TOE Clarification on ETS (Optional)
 - Respond to *PFC Consulting Ltd.* Post-TOE queries
9. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant part (i.e. Financial-Part)
 - (Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Registration

To use the ElectronicTender portal <https://www.tcil-india-electronicstender.com>, Contractors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the "Contractor Organization" link under "Registration" (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated

Important Note: To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under "ETS User-Guidance Center" located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to "Essential Computer Security Settings for Use of ETS" and "Important Functionality Checks" should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc. TCIL/ ETS Helpdesk	
Telephone/ Mobile	<i>Customer Support: +91-11-26202699, Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792, 919467011506</i>
E-mail ID	<i>ets_support@tcil-india.com [Please mark CC: support@electronicstender.com]</i>

Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts/ Envelopes
 - Technical-Part
 - Financial-Part

- Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Tender Documents/ Addendum
- Submission of General Terms and Conditions (with/ without deviations)
- Submission of Special Terms and Conditions (with/ without deviations)

Offline Submissions:

The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope.

*Contact Persons Name: VP (UNIT 1)
Address: PFC Consulting Ltd.
First Floor, Urjanidhi, '1',
Barakhamba Lane, C.P.,
New Delhi*

The envelope shall bear (E-Tender on item rate basis for Interior designing & execution work for office space at 7th floor ('A' Wing) and 9th floor ('A' Wing), Statesman House, Barakhamba Road, Connaught Place, New Delhi-110001), the tender number and the words 'DO NOT OPEN BEFORE 09.06.2016; 11:00 AM':

1. *Original copy of the EMD/ Bid Security (DD/Bank Guarantee) as detailed in tender documents.*

Note: The Bidder should also upload the Scan copy of all above said original documents as Bid-Annexure during Online Bid-Submission.

Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in ElectronicTender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the "Electronic Forms" and the "Main-Bid" are securely encrypted using a **Pass-Phrase** created by the Bidder himself. Unlike a "password", a **Pass-Phrase** can be a multi-word sentence with spaces between words (e.g. "I love this World"). A **Pass-Phrase** is easier to remember, and more difficult to break. It is recommended that a separate **Pass-Phrase** be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms™ is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the ElectronicForms™ and the "Main-Bid", the contents of the ElectronicForms™ shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (e.g. price) for the purpose of short-listing, and the lower of the two pieces of information (e.g. price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, "Pass-Phrase" of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to PFC Consulting Ltd. in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the Owner-end computer of a Contractor organization to the e-tendering server/ portal.

Public Online Tender Opening Event (TOE)

ETS offers a unique facility for "Public Online Tender Opening Event (TOE)". Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Contractor organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to PFC Consulting Ltd. office for the Public Online TOE.

Every legal requirement for a transparent and secure "Public Online Tender Opening Event (TOE)", including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding "Pass-Phrase" as submitted online by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual "Tender Opening Event" is therefore replaced with this superior and convenient form of "Public Online Tender Opening Event (TOE)".

ETS has a unique facility of "Online Comparison Chart" which is dynamically updated as each online bid is opened. The format of the chart is based on inputs

provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled "Minutes of Online Tender Opening Event (TOE)" covering all important activities of "Online Tender Opening Event (TOE)". This is available to all participating bidders for "Viewing/ Downloading".

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Contractor will depend upon the options selected by the concerned Buyer.

Other Instructions

For further instructions, the Contractor should visit the home-page of the portal <https://www.tcil-india-electronictender.com>, and go to the **User-Guidance Center**

The help information provided through "ETS User-Guidance Center" is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Contractor organizations. Various links are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Contractor organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically for Supplier organizations, the following '**SEVEN KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be

procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.

5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

Minimum Requirements at Bidder's End

Computer System having configuration with minimum Windows 7 or above, and
Broadband connectivity
Microsoft Internet Explorer 7.0 or above
Digital Certificate(s)

INTEGRITY PACT

Between

PFC Consulting Limited (PFCCL) hereinafter referred to as "The Principal",

and

..... hereinafter referred to as "The Bidder/ Contractor"

Preamble

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

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

Section I - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles :
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for Or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidders)/ contractor(s)

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

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

If the Bidder(s) /Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractors) from the tender process or initiate action as enunciated in PFC Procurement procedure.

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could Justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings",

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

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, PFC,
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right in access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairman, PFC within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion arise, submit proposals for correcting problematic situations,
- (7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the PFC Board.
- (8) If the Monitor has reported to the Chairman PFC, a substantiated suspicion of an offence under relevant IPC/ PC Act. and the Chairman PFC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner,
- (9) The word '**Monitor**' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

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

Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the Principal) (For & On behalf of Bidder / Contractor)

(Office Seal)

(Office Seal)

Place : _____

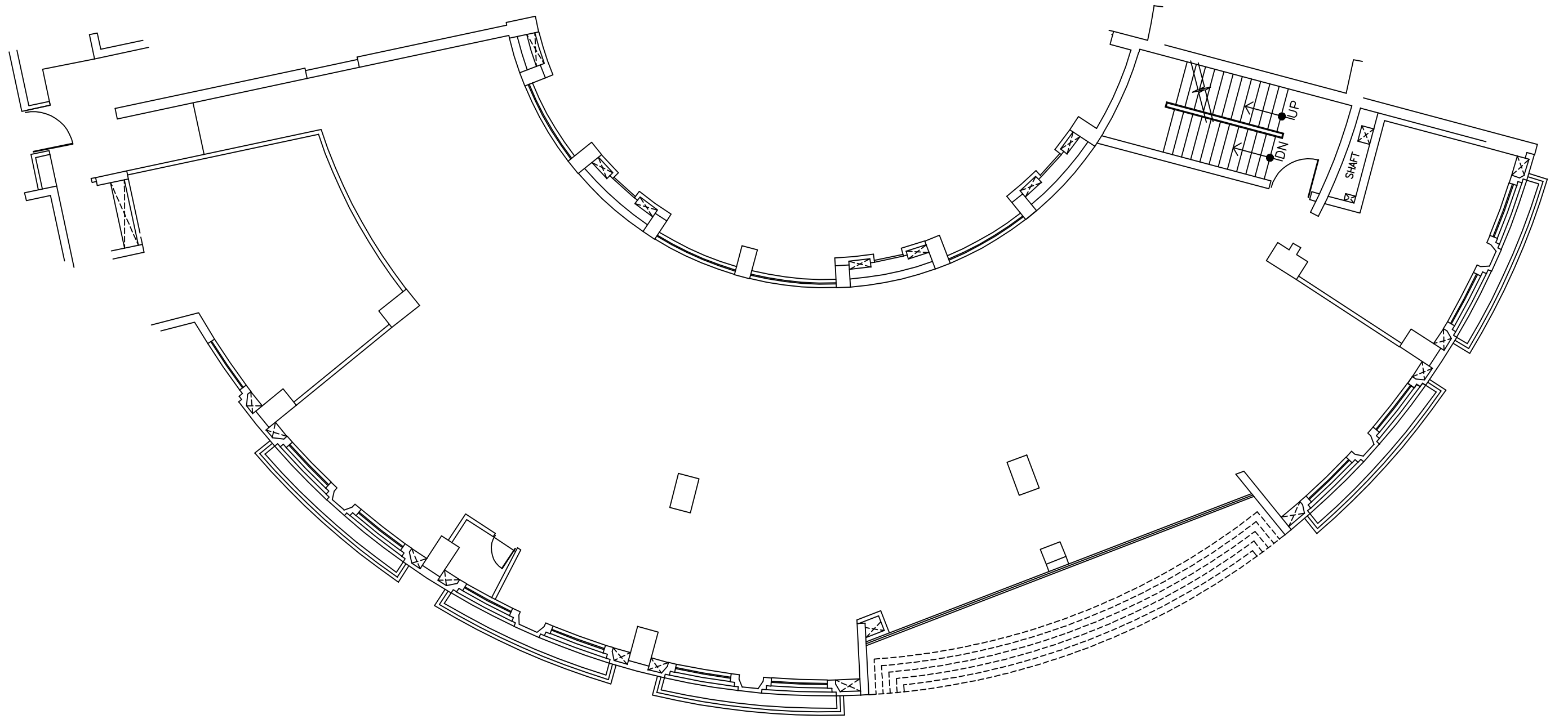
Date : _____

Witness 1 :

(Name & Address)

Witness 2 :

(Name & Address)



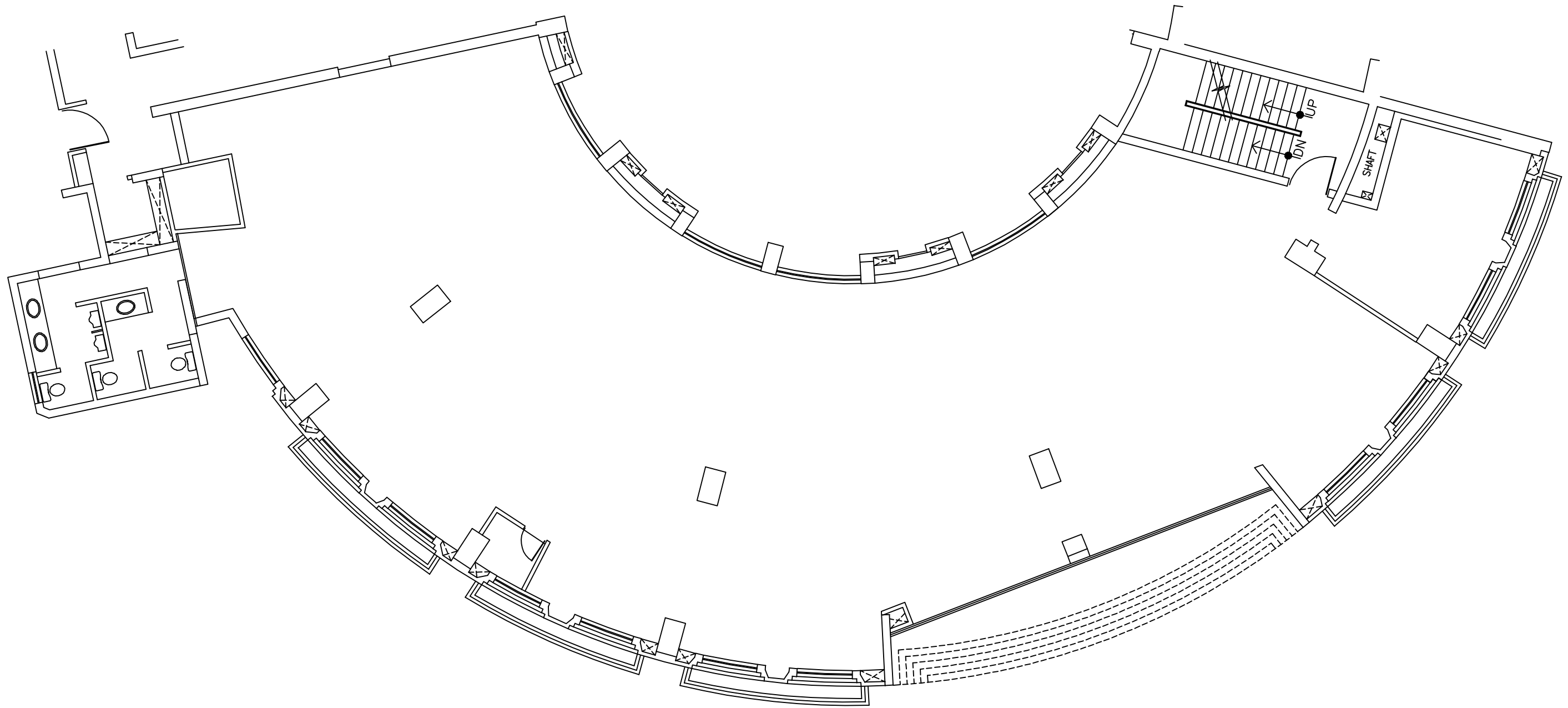
project title:—

**OFFICE OF POWER FINANCE CORPORATION
CONSULTING LIMITED AT 7TH FLOOR - A WING.**

drawing title :— **7 TH FLOOR .**

drawing no :—

PFCCCL - 7 TH FLR



project title:-

**OFFICE OF POWER FINANCE CORPORATION
CONSULTING LIMITED AT 9TH FLOOR - A WING.**

drawing title :- **9 TH FLOOR .**

drawing no :-

PFCCCL - 9 TH FLR