

PFC CONSULTING LIMITED
(A Wholly owned Subsidiary of Power Finance Corporation Ltd. -
A Government of India Undertaking)

BID DOCUMENT

FOR

‘E-Bids are invited for Appointment of Agency for dismantling and expansion of Meeting Room to Health & Fitness Center for an area of 400 sq ft (approx.) at 9th floor (‘A’ Wing) Statesman House, Barakhamba Road, Connaught Place, New Delhi-110001.’



Registered Office
1st Floor, “Urjanidhi” 1, Barakhamba Lane, Connaught Place,
New Delhi – 110 001

February 27th, 2019

PFC Consulting Ltd. invites E-Bids for Appointment of Agency for dismantling and expansion of Meeting Room to Health & Fitness Center for an area of 400 sq ft (approx.) at 9th floor ('A' Wing) Statesman House, Barakhamba Road, Connaught Place, New Delhi-110001.

a)	Opening date of Tender downloading	-March 5 th 2019 from 11:00 hrs (IST)
b)	Closing date of Tender downloading	-March 15 th 2019 till 12:00 hrs (IST)
c)	Submission date of E-bids	-March 15 th 2019 till 13:00 hrs (IST)
d)	Submission of Pass-Phrase to decrypt the Bid-Part into the 'Time Locked Electronic Key Box (EKB)	-March 15 th 2019 (between 13:30 hrs and 14:30 hrs) (IST)
e)	Opening of E-bids bids	-March 15 th 2019 at 15:00 hrs (IST)

Note: Tender Notice and Tender Document are available on PFC Consulting Ltd. (PFCCL) website and can be downloaded from <https://www.pfcclindia.com> or from the e-Tendering portal <https://www.tcil-india-electronictender.com>. For bid submission, the tenderer will have to necessarily download an official online copy of the tender documents from TCIL's e-portal. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal and website of PFCCL. Printed copy of Tender document will not be sold from PFC Consulting Ltd office.

The Agency shall bear all costs associated with the preparation, submission/participation of bid including cost of registration with TCIL portal. PFCCL (Purchaser) in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process. The Special Instruction to Agencies for E-Tendering are enclosed at **form-9**.

BID INVITATION LETTER

BID INVITATION LETTER

Ref: 01/ PFCCL/2018-19/Admn

February 27th, 2019

To

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Sub: PFC Consulting Ltd. invites E-Bids for Appointment of Agency for dismantling and expansion of Meeting Room to Health & Fitness Center for an area of 400 sq ft (approx.) at 9th floor ('A' Wing) Statesman House, Barakhamba Road, Connaught Place, New Delhi-110001.

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-Bids for Appointment of Agency for dismantling and expansion of Meeting Room to Health & Fitness Centre for an area of 400 sq ft (approx.) at 9th floor ('A' Wing) Statesman House, Barakhamba Road, Connaught Place, New Delhi-110001.

To create better working environment within PFCCL and for maintaining Employees health and fitness, PFCCL has decided to set up its own Health & Fitness Centre by dismantling the meeting room and expanding the same to Fitness Centre.

The scope of work in execution includes flooring, false ceiling, partitioning, electrical, networking, plumbing, HVAC, fittings & fixtures and other allied works excluding fitness equipments.

PFCCL have hired an Agency for Interior Design & Consultancy Services for setting up Health & Fitness Centre at 9th floor (A-Wing), Statesman House, Barakhamba Road, Connaught Place, New Delhi-110001. The layout plan & drawings in 2D & 3D images along with Bill of Quantity (BOQ) has been prepared by hired Agency.

The Bidders may visit the site for the proposed Health & Fitness Center for physical verification and measurement, if required, as per the scope of work.

PFCCL would also take the Services of Supervision from Agency, if require during execution of work for Health & Fitness Center at 9th floor (A-Wing), Statesman House, Barakhamba Road, Connaught Place, New Delhi-110001.

All the requisite drawings, layout plans, electrical layout plan would be submitted by PFCCL to the selected Bidder appointed through e-tendering for dismantling and expansion of Meeting Room to Health & Fitness Center for an area of 400 sq ft

(approx.) at 9th floor ('A' Wing) Statesman House, Barakhamba Road, Connaught Place, New Delhi-110001.

1. SCOPE OF WORK

The scope of work in Execution includes flooring, false ceiling, partitioning, electrical, networking, plumbing, HVAC, fittings & fixtures and other allied works excluding fitness equipments is mentioned below:

1.1 DISMANTLING WORKS

- 1.1.1 Dismantling of gypsum false ceiling work including removal of all GI frame work & hangers etc. for complete 670 sq ft (approx.). All the materials to be disposed as per the direction of Engineer in Charge.
- 1.1.2 Dismantling of floor work in board room including removal of mortar, etc. complete to match the current flooring of reception area for 20 sq ft (approx). All the materials to be disposed as per the direction of Engineer in Charge.
- 1.1.3 Dismantling of Wooden partition and Glass doors (board room & meeting area in proposed gym area) including frames work, etc. completely for 200 sq ft (approx). All the materials to be disposed as per the direction of Engineer in Charge.
- 1.1.4 Dismantling of lacquered glass and poster from reception area.
- 1.1.5 Dismantling and disposing/storage of furniture and other materials in existing area (reception and gym) as per the instruction of engineer in-charge.

1.2 FALSE CEILING

- 1.2.1 Providing and fixing Gypsum board suspended false ceiling which includes 12.5 mm thick Gypsum board fixed to Galvanised Iron (GI) framework hung from RCC slab with L-cleat/ patti fixed with raw I plugs / dash fasteners, GI intermediate / universal channels 0.9/0.8 mm thick @ 1200 mm c/c GI perimeter 0.55 mm thick fixed to partitions and clipping GI ceiling section/ universal section 0.55 / 0.5 mm thick perpendicular at 457 mm c/c including cost of nut bolts, cleats, taping of joints with paper/ fibre tape levelling with compound for 370 sq ft (approx).
- 1.2.2 The ceiling should be level and two coats of primer suitable for Gypsum board shall be applied as per manufacturer specifications and drawing for 370 sq ft (approx).
- 1.2.3 Providing and making coves of size 200x200 mm as per design in Gypsum board suspended false ceiling for the proposed gym area which includes 12.5mm thick Gypsum board fixed to of G.I framework hung from RCC slab with L-cleat/ patti fixed with raw I plugs / dash fasteners, GI intermediate /universal channels 0.9mm/ 0.8mm thick @ 4'c/c GI perimeter 0.55 mm thick fixed to partitions and

clipping GI ceiling section/ universal section 0.55mm /0.5mm thick perpendicular at 457 mmc/c including cost of nut bolts, cleats, taping of joints with paper/ fibre tape levelling with compound for an area of 80 sq ft (approx).

- 1.2.4 The ceiling should be level and two coats of primer suitable for Gypsum board shall be applied all complete as per manufacturer specifications and drawing for an area of 80 sq ft (approx).

1.3 FLOORING

- 1.3.1 Providing and laying 16mm thick imported Italian marble flooring for an approx. area of 20 sq ft similar to existing flooring for the reception area with under layer of 30mm thick cement mortar of mix 1:4 (1cement :4 coarse sand).

- 1.3.2 All the joints are to be filled with tinex. The stone is to be finished with diamond polish to match the existing reception floor polish all complete as per design for reception.

- 1.3.3 Providing and laying 20 mm artificial grass turf flooring with approved quality. The turf is to be laid without dismantling the current flooring done in reception area (Italian Marble) and proposed health & fitness centre area, previously designated as meeting area (Tiles) for an area of 410 sq ft (approx).

1.4 CEILING & WALL FINISH

- 1.4.1 Painting wall/ ceiling with two or three coats of plastic paint of approved shade, applied evenly to give uniform finish including making base as per design for an area of 990 sq ft (approx).

1.5 PARTITION PANELLING & DOOR

1.5.1 **Board Room area:**

- A. Providing & fixing full height solid partitions with hardwood frame of 50 mm x 50 mm @ 600 mm c/c both ways & fixing of floor & ceiling with dash fastener / PVC sleeves and 12 mm commercial ply on both sides. 1 mm laminate of approved shade in approved pattern & quality to be fixed on both sides of commercial ply.
- B. Necessary provisions for spaces & cut outs for electrical conduits socket/ switch to be made as per drawing. The frames are duly treated with anti-termite and fire retardant paint as per design. All the wooden frame has to go up to the true ceiling / RCC slab. The partition is to be measured up to the true ceiling level for a tentative area of 80 sq ft.

1.5.2 **Health & Fitness Centre:**

- A. Providing & fixing full height solid partitions with hardwood frame of 50mm x50 mm @ 600mm c/c both ways & fixing to floor & ceiling with dash fastener / Pvc sleeves and 12 mm commercial ply on one side and 12mm thick gypsum board on other side with tapering, jointing, finishing etc. complete 1.5 mm laminate (similar to existing reception area) in approved pattern & quality to be fixed on both sides of commercial ply and gypsum board.
- B. Necessary provisions for spaces & cut outs for electrical conduits, socket/ switches to be made as per drawing. The frames are duly treated with anti-termite and fire retardant paint all complete as per design. All the wooden frame has to go up to the true ceiling / RCC slab. The partition is to be measured up to the true ceiling level for a tentative area of 300 sq ft.

1.5.3 Existing glass doors 02 nos at Board room and meeting room entrance to be dismantled properly and reused by fixing them with partition at board room and proposed Health & Fitness Centre.

1.6 **MISCELLANEOUS**

1.6.1 Providing and fixing coloured graphics posters as per requirement & manufacturers specifications. The bidder has to consider the same during execution.

1.7 **AIR CONDITIONING**

1.7.1 **LINEAR GRILLS:** Supply, Installation, Testing and Balancing of two return and two linear supply return air grills. The proposed design is **Annexed**.

1.7.2 **DUCTING:** Disassemble the current ducting done in reception and proposed health & fitness area. Required additions to be done according to the proposed HVAC layout. The proposed design is **Annexed**

1.8 **ELECTRICAL WORK**

1.8.1 S.I.T.C. of Factory Manufactured Single/ 3 Phase & Neutral Double Door Distribution Board made out of 16 SWG sheet steel enclosure with cut-outs for operating MCB/MCCB/RCCB etc. knobs & consisting of Phase, Neutral & Earth Bus-bars with tapped holes, phase barriers & covers with removable plates on Top & Bottom for Incoming & Outgoing Cables .

1.8.2 D.B.'s shall be flush mounting type for both single & three phases. All Wires/Cables should be terminated with Ring/PIN Type copper.

1.8.3 Lugs in Each MCB in D.B. as well as in each of Neutral & Earth Link Strips.

1.9 DISTRIBUTION BOARDS

1.9.1 6 W SPN ELDB WC - 32 A, RCBO, OIG - 6.16 amp MCB (10kA, C curve)

1.10 CABLING (1.1 KV)

1.10.1 S.I.T.C. of sub main wiring in PVC Conduit

- a. 3 C x 6 Sq.mm Copper for LPDB for approx. 20 mtr.
- b. 3 C x 4 Sq.mm Copper wire for Aircon for approx. 15 mtr.

1.11 CABLE TERMINATION

1.11.1 Supply and making end termination with brass double compression glands for the following PVC insulated PVC sheathed & armoured 1100 V grade cable including cost of crimping lugs/ferrules, compression glands, solder, cable sockets, insulation tape etc complete as required.

- a. 3 C x 6 Sq.mm Copper for LPDB
- b. 3 C x 4 Sq.mm Copper wire for Air-con

1.12 CABLE TRAYS

1.12.1 Supply and installation of ladder type / perforated type cable trays of the following sizes fabricated out of GI sheets of minimum 2 mm thick with 75/40 mm flange to be installed horizontally or vertically. The cable tray shall be complete including cost of bends, elbows, cross, tees, reducers etc. as per drawings/site condition and rate shall include cost of anchor fasteners, screws, nuts, bolts and misc. other fixing hardware, painting of support structure etc. as required.

1.12.2 Perforated Cable Tray

- a. 40 X 225 X 40 mm (2mm thick)
- b. 40 X 100 X 40 mm (2mm thick)

1.13 INTERNAL WIRING

1.13.1 Supply and wiring for light, fan, exhaust fan, 6A socket points etc. with 6A switch controlled using FRLS 1.5 sq. mm stranded copper conductor PVC insulated 1100 volt grade wires from switch control boxes to point in surface/concealed PVC conduit including G.I. boxes, fan regulator boxes, together with wiring accessories such as 6A/16A modular type switches, sockets in boxes of suitable size including circuit wiring from DB to first switch board with 2.5 sq. mm PVC insulated copper conductor along with one run of 1.5 sq. mm PVC insulated copper earth wire, PVC bushes for conduit ends, chrome - plated brass screws,

identification ferrules at either ends complete in all respect as per standard specifications and relevant drawings (The circuit wiring shall not be paid extra).

1.13.2 Primary light point i.e. one light controlled by one switch or first light in the group in which more than one lights are controlled by one switch. The drawing / layout is **Annexed**.

1.13.3 Secondary light points

a. One 6 Amps, 2/3 pin socket controlled by one 6 Amps switch.

1.13.4 Wiring for 6/16 Amp power outlet on RAW power with 4 sq. mm FRLS PVC insulated stranded copper conductor wires in recessed/surface PVC conduit including cutting/filling chases, providing conduit with M.S accessories, saddles, supply and fixing of 6 pin 6/16Amps shuttered switched socket with internal wiring in G.I. box, earthing of 3rd pin with PVC insulated, green colour 4 sq mm copper wire, complete with all accessories as required (Not more than 2 outlets shall be connected to one circuit).

1.13.5 Wiring for a set of 2 nos. 6Amp power outlet on UPS / RAW power with 2.5 sq. mm FRLS PVC insulated stranded copper conductor wires in recessed/surface PVC conduit including cutting/filling chases, providing conduit with M.S accessories, saddles, supply and fixing of 3 pin 6A shuttered switched socket with internal wiring in G.I. box, earthing of 3rd pin with PVC insulated, green colour 2.5 sq. mm copper wire, complete with all accessories as required (Not more than FOUR sets shall be connected to one circuit).

1.14 CONDUIT

1.14.1 Supply and installation of following sizes of PVC conduit on surface/steel structures including all accessories, GI fish-wire, fixing hardware etc. including, chasing the wall/floor and plastering the chased portion and making good the damages including fittings e.g. bends tee, inspection bends etc. as required.

a. 25 mm diameter

1.15 LIGHTING FIXTURES

1.15.1 Supplying the following light fixtures including reflectors & lamps. (Samples of all lighting fixtures shall be submitted for Approval of the Owner / Architect before ordering).

- a. Down lighter LED (15 W)
- b. Down lighter LED (9 W)
- c. LED strip

1.15.2 Fire Alarm Works Only Detectors & Speaker Used (Connected with Existing FAP)

- 1.15.3 Advanced Addressable smoke Detectors have blinking LED & inbuilt test button to test the complete system without generating any smoke / heat.
- 1.15.4 Supplying , installation , testing and commissioning of 5W Ceiling mounted speakers with LMT speakers:
 - a. Supplying and drawing 2 x 1.5 sq. mm copper sq. mm of fire servable cable as required.

1.16 GENERAL NOTES

- 1.16.1 The Bidders may visit the site for the proposed Health & Fitness Center for physical verification and measurement, if required, as per the scope of work.
- 1.16.2 All Hardwood to be seasoned and painted with anti-termite and fire retardant paints.
- 1.16.3 All partition to be erected from floor to the bottom of the ceiling, filled with sound insulated material, as specified & directed by the Designer
- 1.16.4 All openings for the cut-outs for ducting/raceways/cables etc. in the partitions to be closed & made air tight.
- 1.16.5 All Veneers to be seasoned and melamine polished to shade as / Architect's approval.
- 1.16.6 All main materials to be firmly approved by the Designer /Client before execution and approved sample to be properly display at the site during construction period.
- 1.16.7 All Soft boards (Sitatex) make shall have wooden beading al-around for edge protections.
- 1.16.8 All exposed wooden edges to be fixed with wooden lipping with polish complete.
- 1.16.9 All junction of gypsum and glass partition includes concealed wooden framework & melamine polished wooden beading to hold glass.
- 1.16.10 Contractor shall provide all necessary protection of glass until handover.
- 1.16.11 General housekeeping & site security would be included in quoted rates.
- 1.16.12 The contractor has to give a detailed Pert Chart along with the tender.

2. DELIVERABLES

The Agency shall submit the above deliverables as per the scope of works indicated in this tender document. Any deliverable not mentioned here but

required as per the scope of work for completing the assignment, shall be submitted by the Agency.

3. COMPLETION SCHEDULE

3.1 The zero date shall starts with the issuance of LoA or signing of Agreement whichever is earlier.

3.2 The schedules for completion of various activities are as follows:

Sl. No.	Milestone	Cumulative Timelines (Days)
I	DISMANTLING WORKS (As per Para 1.1)	7
II	FALSE CEILING & AC DUCTING WORKS (As per Para 1.2, & 1.7)	21
III	FLOORING, FINISHING & PANELLING (As per Para 1.3, 1.4 & 1.5)	51
IV	ELECTRICAL WORKS (As per Para 1.8 to 1.15)	55
V	FINAL FURNISHING (As per Para 1.6)	60

3.3 The Agency shall submit the above deliverables as per the scope of works indicated in this tender document. Any deliverable not mentioned here but required as per the scope of work for completing the assignment, shall be submitted by the Agency. Any activity not mentioned here but required as per the scope of work for completing the assignment, shall be completed within the above completion schedule by the Agency.

3.4 The above completion schedule shall be adhered to under all circumstances. PFCCL may, if satisfied, may grant time extension for any delay in completion of any of the above activities for the reasons not attributable to the Agency.

4. ELIGIBILITY CRITERIA

4.1 The Agency should meet the following eligibility requirements:

4.1.1 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.

- 4.1.2 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 19.02.2014 to 19.02.2019) The bidder shall submit certificate of proof from the appropriate authority for satisfactorily completion of the following:
- a. At least one similar single interior work costing not less than Rs. 12 lakhs or having area of not less than 125 square meter (sq. m.) in last 5 years; **or**
 - b. At least two similar interior works each costing not less than Rs. 9 lakhs or having area of each not less than 100 sq.m. in last 5 years; **or**
 - c. At least three similar interior works each costing not less than Rs. 4 lakhs or having area of each not less than 60 sq.m. in last 5 years.
- 4.1.3 The average annual turnover should not be less than Rs. 25 Lakhs with positive PAT during the last 5 years.
- 4.1.4 Must be registered with GST, Sales Tax & other required authorities / departments.
- 4.1.5 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.
- 4.2 The time allowed to carry out & complete the work will be 60 days from the date of Lol/ LoA.
- 4.3 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.
- 4.4 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the Agencies who resort to canvassing will be liable to rejection.
- 4.5 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.

- 4.6 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.
- 4.7 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.
- 4.8 The Agency is required to submit the documentary evidence for meeting the above eligibility criteria as per the format enclosed at Form No.2. Further, CVs of team members must be enclosed with the Bid document and listed at Form-3.

5. PERIOD OF ENGAGEMENT

The period of engagement would be 75 days or till the completion of various activities and obligations under this assignment, whichever is later.

6. BASIS OF OFFER

- 6.1 Agencies shall quote prices in INR. The price should be quoted as per clause 9.2 exclusive of all taxes and duties etc. as may be applicable.
- 6.2 The price quoted by the Agencies shall be firm.
- 6.3 No escalation for any reason whatsoever shall be allowed over and above the bid price. The obligation of Goods and Service tax (GST) or any other taxes in lieu of GST and educational-cess or any such tax / levy calculated as a percentage of applicable taxes on the date(s) of payment(s) shall be paid/borne by PFCCL over and above the bid price (price to be quoted as per Form-6). Income tax at source & GST will be deducted by PFCCL as per the applicable law and regulation and TDS certificate shall be issued to the successful Consultant by PFCCL.
- 6.4 The Agency shall quote prices taking into consideration of the complete scope of work, any item left out and not specifically mentioned but are required for completion of the work shall be carried out by the Agency without any additional cost to PFCCL.
- 6.5 Any statutory fees/payments to the Government Authority (ies) shall be made by PFCCL.
- 6.6 All travel and boarding / lodging related expenses incurred by the Agency's personnel for journeys to site or PFCCL Office or anywhere in connection with the services/study under Scope of this Specification will be borne by the Agency and PFCCL will not take any responsibility whatsoever on this account.

- 6.7 The Agency has to make his own independent arrangements for transportation, storage facilities, Tools, tackles, machinery, equipment, etc. and the manpower required to execute the contract.

7. SUBMISSION OF BID

- 7.1 Bid shall consist of two parts "**Technical Proposal**" and "**Financial Proposal**" and should be duly submitted online using the e-Procurement Portal <https://www.tcil-india-electronictender.com> before the due date. The last date for Bid submission (i.e. Bid Due date) online on e-Procurement Portal <https://www.tcil-india-electronictender.com> would be **March 15th, 2019 at 15:00hrs (IST)**.

Note:

- i) The Agency should agree to the entire scope of work and deliverables (given in the Covering Letter Form-1). No proposal for deviation / part scope of work will be considered.
 - ii) All the documentary evidence required for meeting the eligibility criteria as per clause 4.0.
 - iii) All the documentary evidence required for completing technical evaluation as per clause 8.2(A) & 8.2 (B).
 - iv) Details of past experience are to be provided in Technical Bid as per format provided at Form-2. Documentary evidence (i.e Copy of work Order/Letter of Award/Lol/Purchase Order along with Completion certificate /proof of final payment/ any other relevant documents as a proof for completion of the assignment) to be provided in support of past experience.
 - v) Details of key personnel proposed to be deployed are to be provided in Technical bid as per format provided at Forms-3 & 4.
 - vi) The Agency should submit a Letter of Authority in favor of the authorized signatory submitting the Bid as per Form -5.
 - vii) Adequacy of the proposed Methodology, work Plan, resources and manpower for undertaking the Scope of Works and deliverables as per Form - 7.
- 7.2 PFCCL may call for any clarifications/ information if required.
- 7.3 The Forms mentioned in clause 8.2(A) & 8.2 (B) above along with relevant documents including covering letter will form part of tender documents. Each of the above Forms and also other documents to be submitted as per the bidding

documents are to be duly signed on each page and stamped as required by the authorized representative of the Agency, which shall constitute the bid.

- 7.4 Agencies are instructed not to approach via e-mail, fax, and telephone or contact any official in PFCCL as regards to this bid after the submission of the bids, apart from communications by PFCCL in writing, and any Agency doing so shall be summarily rejected.

8. BID OPENING AND EVALUATION OF PROPOSALS

8.1 Opening of Technical Proposal

The Technical Proposal will be opened online on **March 15th, 2019 at 15:00 hrs. (IST)** in the presence of the authorized representatives of the Agencies, who wish to be present.

8.2 Evaluation of Technical Proposal

The Technical proposal would be opened and seen for the following:

A) Responsiveness Check

The responsiveness check will be with respect to the following:

- i) The Technical Proposal should contain Form-1, Form-2, Form-3, Form-4, Form-5 and Form -7 duly filled and signed by the authorized signatory. The Authority Letter shall be submitted as per Form-5.
- ii) The Agency should agree to the entire scope of work and deliverables (given in the Covering Letter Form-1). 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
- iv) Form-2. 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.
- v) 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 Form - 7.
- vi) Details of composition of Team and Team Leader proposed to be deployed are to be provided in Technical bid as per format provided at Form- 4.

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 Agencies are technically evaluated on the basis of eligibility in accordance to clause 4.0. The Agencies are required to submit the documentary evidence in support of claiming the above experience and details shall be furnished as per Form-2. The Agency not fulfilling the criteria in accordance to clause 4.0 would not be qualified for opening of financial Proposal.

9. OPENING OF FINANCIAL PROPOSAL

9.1 **The “Financial Proposal”** would be opened only for the technically qualified Agencies. The date and time of opening of the “Financial Proposal” of the technically qualified Agencies will be intimated along with qualifications of the technically qualified Agencies. The Financial Proposal is to be submitted in Form-6 and will be opened online.

9.2 Financial Proposal Evaluation

Financial Proposals of only such Agencies will be opened online who have been declared Technically Qualified. Financial Proposal of Agencies, technically not qualified will not be opened.

The financial proposal to be submitted by quoting:

Lumpsum amount excluding applicable taxes

The assignment will be awarded to the technically qualified Agency who has quoted lowest total lumpsum amount for carrying out dismantling and expansion of Meeting Room to Health & Fitness Center for an area of 400 sq ft (approx.) at 9th floor (‘A’ Wing) Statesman House, Barakhamba Road, Connaught Place, New Delhi-110001 without condition(s) or alternate price bid. Conditional Financial Proposals will be rejected out rightly.

Note: In case of tie of financial proposal, the assignment should be awarded to the Agency having more experience claimed as per Form - 2.

10. TEAM COMPOSITION AND TEAM MEMBERS

Team composition and CV of team member to be deployed for the assignment are provided as per Form - 3 & 4.

11. SUBMISSION OF PROGRESS REPORT AND PROGRESS REVIEW MEETINGS

The Agency shall submit progress report every fortnight clearly specifying the progress achieved during the period and targets for the next 5 days to achieve the schedule targets as per schedule. If the work is not progressing as per schedule, then the Agency shall clearly pin point the cause of the delay along with remedial measures so that no further delay should take place.

12. CONTRACT PERFORMANCE GUARANTEE (CPG)

In the event of an award, the selected Agency (Agency), within ten (10) days of issue of Letter of Award from PFCCL, will be required to arrange submission of CPG in the form of a Bank Guarantee (BG) equivalent to 10% (Ten Percent) of the total fee. The CPG should be as per PFCCL's pro-forma. The CPG should be kept valid up-to 6 (Six) months from the Letter of Award which may be extended further if demanded by PFCCL.

13. CONTRACT AGREEMENT

- 13.1 In the event of award, the selected Agency ("Agency") will be required to enter in to a Contract Agreement with the PFCCL within 7 (seven) working days from the date of the Letter of Award (LOA) or within such extended time, as may be granted by the PFCCL.
- 13.2 Formal Contract Agreement will be executed on Non-judicial stamp paper of Rs. 100/- (Rs. one hundred only) as per the format provided by PFCCL. Two sets of Non-Judicial Stamp papers of Rs.100/- each and water mark papers to be purchased by the Agency from Delhi State.
- 13.3 The Agreement will be signed in two originals and the Agency shall be provided with one signed original Agreement
- 13.4 The date of the contract agreement in no case shall alter the date of start or completion period of the work.
- 13.5 Till the time a 'Contract Agreement' is prepared and executed, the Letter of Award shall be read in conjunction with the Bidding Documents and will constitute a binding contract.

14. VALIDITY OF BID

Agencies shall keep their bids /proposals valid up to 120 (One hundred Twenty) days from the date of bid submission. Agencies may be required to further extend the validity of Bid as per the requirement of PFCCL.

15. TERMS OF PAYMENT

- 15.1 Payments shall be made after successful completion of execution of dismantling and expansion of Meeting Room to Health & Fitness Center for an area of 400 sq ft (approx.) at 9th floor ('A' Wing) Statesman House, Barakhamba Road, Connaught Place, New Delhi-110001.
- 15.2 The invoice should show the applicable tax amount on the transaction. PFCCL shall make the payment through the E-banking system within 12 working days of submission of completed invoice by the Agency.
- 15.3 No escalation for any reason whatsoever shall be allowed over and above the bid price. The obligation of Goods and Service tax (GST) or any other taxes in lieu of GST and educational-cess or any such tax/levy calculated as a percentage of applicable taxes on the date(s) of payment(s) shall be paid/borne by PFCCL over and above the bid price (price to be quoted as per Form-6). Income tax at source will be deducted by PFCCL as per the applicable law and regulation and TDS certificate shall be issued to the successful Agency by PFCCL.
- 15.4 Any statutory fees/payments to the Government authority (ies) shall be made by PFCCL.
- 15.5 All travel, boarding and lodging related expenses incurred by the Agency's personnel for journeys to site or PFCCL Office or anywhere in connection with the Services /Study under Scope of this Specification will be borne by the Agency and PFCCL will not take any responsibility whatsoever on this account.
- 15.6 The Agency shall submit the bills in duplicate to PFCCL, as per terms of payment indicating the milestone/activity achieved.

16. OTHER TERMS & CONDITIONS

- 16.1 All materials/equipment's manufactured by the Agency himself and/or by his sub-Agency 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.
- 16.2 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 Agency of any responsibility or liability.
- 16.3 The Owner and/or his authorized representative shall be provided access to Agency's and or his sub- Agencies premises, at any time during the pendency of the order for expediting, inspection, checking etc. of the progress of the work.

- 16.4 The financial proposal by the Agencies shall be in Indian Rupees as per format enclosed (Form 6) with no escalation provision for any reason whatsoever till the completion of the Assignment.
- 16.5 The Agency shall make available the services of the identified personnel as may be required for successful completion of the assignment and or as may be required by PFCCL on specified dates, venues and time in order to meet the obligations of PFCCL.
- 16.6 All claims shall be raised by the Agency as per the terms of payment after being due, and would be accepted for payment based on satisfactory progress and quality of the work at the sole discretion of the CEO.
- 16.7 In case there is a delay by the Agency in accomplishing the deliverables which in the opinion of PFCCL is attributable to the Agency, PFCCL reserves the right to get such specific work(s) done through any other Agency (ies) at the risk and cost of the Agency for timely completion of the deliverables.
- 16.8 In case the performance of the proposed team member(s) is not satisfactory, the Agency will be asked to change/replace the team member(s) within three days of receipt of such request from PFCCL with a member acceptable to PFCCL.
- 16.9 Agency may engage a sub-Agency for the performance of any part of the sub activity, Provided that:
- a. That the selection of the Sub-Agency and the terms and conditions of the subcontract shall have been approved in writing by PFCCL prior to the engagement of the sub-Agency, and
 - b. That the Agencies shall remain fully liable for the performance of the Services by the Sub-Agency and its Personnel pursuant to this Contract;
- 16.10 PFCCL reserves the right to cancel the contract at any stage of the work, in case any information given at the time of submission of the bid in respect of team / team member(s) is found to be incorrect.
- 16.11 Given the nature of the work being entrusted, the firm would have to give an undertaking to the effect that the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of PFCCL, failing which the engagement of the firm could be terminated.
- 16.12 If due to any reason or decision of the Govt. / PFCCL, the Assignment is dropped and the Agency is directed to discontinue work, the "Drop Dead Fee" would be limited to the payments received by the Agency and the claims already raised, as per the payment terms relating to the Assignment, till the point of calling off the Assignment or as mutually agreed.

16.13 **Conflict of Interest:** Organizations would not be hired for any work whose interests are in conflict with their prior or current obligations to the other organizations/ clients or that may place them in a position of being unable to carry-out the work assigned to them at any point of time during the currency of engagement by PFCCL or above all enable them to pose a threat to PFCCL's consulting business in future. Without limitation on the generality of the foregoing, organization would not be hired, under the circumstances set forth below:

- a. Organization who have business or family relationship with member(s) of PFC's and/or PFCCL's employees or persons positioned in or on the Board of these two organization by whatever process, would not be engaged. A declaration to this effect would be taken from the organization when being engaged, and if found incorrect, the organization would be debarred from any further engagement by PFCCL ever.

16.14 The Agency shall keep PFCCL, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by PFCCL or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of contract by the Agency, or the Agency's personnel, including the use or violation of any copyright work or literary property or patented invention, article or appliance.

16.15 PFCCL reserves the right to accept or reject all Proposals/Offer or annul the bid Process or modify/ change the content of the bid document without assigning any reason.

16.16 PFCCL reserve the right to accept or reject any lower offer and / or split the work between more than one Agencies without assigning any reason thereof.

16.17 PFCCL shall not entertain any claim of any nature, whatsoever, including without limitations, any claim of expenses in relation to the preparation, submission or any other activity relating to bidding or any other expense till award of contract.

Yours sincerely,

FOR and on behalf of PFC Consulting Ltd.

(Lalit Kumar Silotia)
Deputy Manager

Encl.: As Above

BID FORMS AND PROFORMA

FORM – 1: COVERING LETTER

From:
Name:
Designation:
Address:

To:
Mr. Lalit Kumar Silotia
PFC Consulting Ltd.
9th Floor, 'A' Wing,
Statesman House,
Barakhamba Lane,
Connaught Place,
New Delhi – 110 001

Sir,

Sub: Technical Bid for dismantling and expansion of Meeting Room to Health & Fitness Center for an area of 400 sq ft (approx.) at 9th floor ('A' Wing) Statesman House, Barakhamba Road, Connaught Place, New Delhi-110001

1. We _____ (Name of consulting organization) herewith enclose Technical and financial proposal for selection of our organization as Agency on lump sum basis **for dismantling and expansion of Meeting Room to Health & Fitness Center for an area of 400 sq ft (approx.) at 9th floor ('A' Wing) Statesman House, Barakhamba Road, Connaught Place, New Delhi-110001.**
2. We are submitting our bid consisting of:
 - i) **Technical Bid** in a sealed envelope consisting of:
 - a) Form-1, Form-2, Form-3, Form-4, Form-5 and Form -7 duly filled and signed by authorized signatory and authority letter as per Form-5.
 - b) The Agency should agree to the entire scope of work and deliverables (given in the Covering Letter Form-1). No proposal for deviation / part scope of work will be considered.
 - c) All the documentary evidence required for meeting the eligibility criteria as per clause 4.0.
 - d) All the documentary evidence required for completing evaluation as per clause 8.2(A) & 8.2 (B).
 - e) Details of past experience are to be provided in Technical Bid as per format provided at Form-2. Documentary evidence (e.g. Copy of work Order/Letter of Award/Lol/Purchase Order and Completion certificate/ /proof of final payment/ any other relevant documents as a proof for completion of the assignment) to be provided in support of past experience.

- f) Details of key personnel proposed to be deployed are to be provided in Technical bid as per format provided at Forms-3 & 4.
 - g) The Agency should submit a Letter of Authority in favor of the authorized signatory submitting the Bid as per Form -5.
 - h) Adequacy of the proposed Methodology, work Plan, resources and manpower, capability know-how for undertaking the Scope of Works and deliverables as per Form - 7.
 - ii) **Price Offer** should be submitted online as per format provided at Form 6 of Bid document.
3. _____ [Name and contact information of one of the team member] shall be the Team Leader for the assignment.
 4. We declare that the quoted lump sum fee is firm and shall remain valid for the entire period of the assignment excluding statutory costs, if any. We further declare that the above quoted fee includes all taxes, duties & levies etc. other than GST payable by us under this assignment.
 5. We hereby confirm that if any Income Tax, Surcharge or any other Corporate Tax is attracted under the law, we agree to pay the same to the concerned authorities.
 6. We confirm that the prices and other terms and conditions of this proposal are valid for a period of 120 days from the date bid submission.
 7. We declare that the services will be rendered strictly in accordance with the specifications. We confirm our acceptance/compliance to the 'Deliverables' and 'Terms of payment' clauses as stipulated in the bid documents. We confirm that Contract Performance Guarantee for ten (10) % of the total fee in the form of bank Guarantee shall be provided by us as per the prescribed format in case of placement of award.
 8. We hereby declare that only the company, persons or firms interested in this proposal as principal or principals are named herein and that no other company, person or firm other than one mentioned herein have any interest in this proposal or in the contract to be entered into, if we are awarded this contract.
 9. We declare that the services will be rendered strictly in accordance with the specifications and we do not have any deviation to any of the terms and conditions of the bidding documents.
 10. We confirm and certify that all the information / details provided in our bid are true and correct.

11. We give our unconditional acceptance to the Bid Documents issued by PFCCL, as amended. We shall execute the Contract Agreement as per the provisions of the Bid Document.
12. Further, we confirm that we agree to and seek no deviations from the scope of work, time schedule, deliverables, payment terms and all other terms and conditions as contained in the 'Bid Document'. The proposal is unconditional.
13. We also declare that by taking this assignment we do not have any conflict of Interest with any of our prior or current obligations to other organizations/clients and also do not have business or family relationship with member(s) of PFC's and/or PFCCL's employees or persons positioned in or on the Board of these two organizations by whatever process and if found incorrect, we may be debarred from any further engagements by PFCCL forever.
14. We certify that all the information provided in our bid, including the information regarding the team members is true. We understand that any willful misstatement in the bid may lead to disqualification or cancellation of award if made or termination of contract. We also understand that in such a case we may be debarred for future assignments with PFCCL for a period of maximum three years from the date of such disqualification.
15. Further, we undertake that in the event of our appointment as Agency, given the nature of the work being entrusted, the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of PFCCL, failing which the engagement of the organization would be terminated.

Signature of Authorized Person

Name

Designation & Company seal

Date:
Place:

FORM – 2: EXPERIENCE OF ORGANISATION

1. Brief Description of the Organization:

2. Outline of experience on assignments:

Sl. No.	Name of Assignment with work order no. and date	Name of Client & address	Date of Commencement	Date of Completion	Scope in brief
1					
2					
3					
4					

1. It is hereby certified that the above mentioned details are true and correct.
2. It is hereby certified that our company has actually carried out and completed the above mentioned work/assignments

Signature of Authorized Signatory

Full Name

Address

Note:

1. *The Agency's relevant experience in respect of undertaking 'Execution work for office space from last seven (07) years from the date of issue of the tender will be considered.*
2. *Please attach documentary proof for claimed experience; the proofs could be namely, Copy of work Order/Letter of Award/Lol/Purchase Order/ or any other representative documents etc.*

FORM – 3: COMPOSITION OF TEAM AND THE TEAM LEADER TO BE DEPLOYED

	Name
	<u>Team Members</u>
	Team Leader
1	
2	
3	
4	
...	

Signature of Authorized Signatory

Full Name

Address

FORM – 4: CURRICULUM VITAE FOR EACH MEMBER OF AGENCY'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 willful misstatement described herein may lead to disqualification of the firm.

Signature of Team member

Full Name

Date

Signature of Authorized Signatory

Full Name

Date

FORM – 5: AUTHORISATION LETTER
(ON THE LETTER HEAD OF THE ORGANISATION /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)

**FORM – 6: SCHEDULE OF PRICE BID
(FINANCIAL PROPOSAL)**

Sub: Financial Proposal for dismantling and expansion of Meeting Room to Health & Fitness Center for an area of 400 sq ft (approx.) at 9th floor ('A' Wing) Statesman House, Barakhamba Road, Connaught Place, New Delhi-110001

I _____ (Name) on behalf of _____
(Name of the Organization) herewith submit the Financial Proposal for **dismantling and expansion of Meeting Room to Health & Fitness Center for an area of 400 sq ft (approx.) at 9th floor ('A' Wing) Statesman House, Barakhamba Road, Connaught Place, New Delhi-110001.**

Description (A)	Amount in INR (B)
Lump sum amount for carrying out dismantling and expansion of Meeting Room to Health & Fitness Center for an area of 400 sq ft (approx.) at 9 th Floor ('A' Wing) Statesman House, Barakhamba Road, Connaught Place, New Delhi-110001	

Note:

- 1. The assignment will be awarded to the technically qualified Agency who has quoted lowest total sum of unit price for items (I) & (II) for dismantling and expansion of Meeting Room to Health & Fitness Centre for an area of 400 sq ft (approx.) without condition(s) or alternate price bid. Conditional Financial Proposals will be rejected out rightly. Any statutory fees/payments to the Government authorities shall be made by PFCCL. No escalation for any reason whatsoever shall be allowed over and above the bid price.*
- 2. No escalation for any reason whatsoever shall be allowed over and above the bid price. The obligation of Goods and Service tax (GST) or any other taxes in lieu of GST and educational-cess or any such tax / levy calculated as a percentage of applicable taxes on the date(s) of payment(s) shall be paid/borne by PFCCL over and above the bid price (price to be quoted as per Form-6). Income tax at source & GST will be deducted by PFCCL as per the applicable law and regulation and TDS certificate shall be issued to the successful Consultant by PFCCL.*
- 3. All related travel expenses incurred by the Agency's personnel for journeys to site or PFCCL Office or anywhere in connection with the services/study under Scope of this Specification will be borne by the Agency and PFCCL will not take any responsibility whatsoever on this account.*

4. *The financial proposal with condition(s) or alternate price bid will be summarily rejected.*

Seal

Authorised Signatory
Full Name
Address

FORM -7

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

Agency`s Name & Address

To
PFC Consulting Limited
(A Wholly Owned Subsidiary of Power Finance Corporation Ltd.)
13th Floor, A-Wing, "Statements House",
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 **dismantling and expansion of Meeting Room to Health & Fitness Center for an area of 400 sq ft (approx.) at 9th floor ('A' Wing) Statesman House, Barakhamba Road, Connaught Place, New Delhi-110001** for 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)

Form-8

The stamp paper of appropriate value shall be in the name of Bank issuing the guarantee.

PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

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

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

To,

PFC Consulting Ltd.,
9th Floor, A-Wing, Barakhamba Lane,
Connaught Place, New Delhi – 110 001

Dear Sirs,

In consideration of the PFC Consulting Limited (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning there of include its successors, administrators and assigns) have awarded to M/swith its Registered/Head Office at(hereinafter referred to as the 'Agency' which expression shall unless repugnant to the context or meaning there of include its successors, administrators and assigns) by issue of Owner's Letter of Award (LoA) Nodatedand the same having been unequivocally accepted by the Agency resulting into a contract valued at Rs.(Rupees ---- only).....for the Scope of Work given in LoA and the Agency having agreed to provide a Contract Performance Guarantee for the faithfully 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 Agency 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 Agency any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Agency 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 Agency. 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 Agency, 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 Agency 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 Agency and notwithstanding any security or other guarantee that the Owner may have in relation to the Agency 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 2018.....at

WITNESS:

(Authorized Signatories of the Bank)

1.

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official address)

.....
(Designation with Bank Stamp)

.....

No/Signature no.

Attorney as per Power of Attorney

Dated

2.

.....

(Signature)

.....

(Name)

(Official address)

Note:

1. This sum shall be ten percent (10% of the total Contract Price).
2. The validity period of BG should be 6 (Six) months.

CONTRACT AGREEMENT

CONTRACT AGREEMENT FOR EXECUTION SERVICES

This CONTRACT (hereinafter, together with all Appendices attached hereto and forming an integral part hereof, called the "Contract") is made this day of the month of 2018, between:

PFC Consulting Limited (a wholly owned subsidiary of Power Finance Corporation Limited, a Government of India Company) incorporated under the Indian Companies Act 1956, having its registered office at 'Urjanidhi,1, Barakhamba Lane, Connaught Place New Delhi -110001 hereinafter referred to as "Owner"(which expression shall unless repugnant to the context or the meaning thereof include its successors and permitted assigns)

AND

_____ a Company incorporated under the Indian Companies Act, 1956, having its registered office at _____, hereinafter called the "Agency" (which expression shall unless repugnant to the context or the meaning thereof include its successors and permitted assigns)

WHEREAS the Owner is in the process of appointment of Agency for **dismantling and expansion of Meeting Room to Health & Fitness Center for an area of 400 sq ft (approx.) at 9th floor ('A' Wing) Statesman House, Barakhamba Road, Connaught Place, New Delhi-110001.**

AND WHEREAS the Owner is intending to hire an experienced and qualified Agency who has undertaken similar projects and is capable of providing services in conjunction with other specialist Agencies, and personnel for providing "Services" for the Project.

AND WHEREAS the Agency, have represented to the Owner that they have the requisite experience, professional skills, adequate manpower and technical resources and personnel, to render the Services required by the Owner in a timely and efficient manner.

AND WHEREAS based on above representations of the Agency, the Owner has agreed to appoint the Agency to render services on the terms and conditions hereafter contained:

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED BETWEEN THE PARTIES ARE AS FOLLOWS:

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract, Appendices, Schedules and Exhibits shall have the following meanings:

- (a) "Approvals" shall mean all consents, licenses and approval of any local, municipal, State or National Authority necessary to carry out the services for each and every phase of the Project, if required.
- (b) "Contract" means this Contract together with all Appendices, Attachments, Exhibits and Schedules and including all modifications made in accordance with the provisions of Clause 12 hereof between the Owner and the Agency.
- (c) "Agency" means _____ Company and also includes any other Agencies or sub-Agencies as may be appointed by the Agency herein with the written approval of the owner, for providing of the services to the Owner in Award of the Project.
- (d) "Confidential Information" means any material, proprietary, non-public information acquired, developed, disclosed or exchanged among the parties pursuant to this Agreement.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 3.1 hereof;
- (f) "Personnel" means persons hired by the Agency or by his Sub -Agency as employees, for the purposes of rendering services or any part thereof; Personnel includes:
 - (i) "Local Personnel" mean such persons who at the time of being so hired have their domicile in India and;
 - (ii) "Foreign Personnel" mean such persons who at the time of being so hired had their domicile outside India
- (g) "Parties" means the Owner or the Agency, as the case may be;
- (h) "Contract time" means the duration of time of the Contract as referred to Clause 3.
- (i) "No claim Certificate" means certificate issued by the Owner after the Contract has expired and the Agency has performed all his Services as per the terms and conditions envisaged in this Contract and all undisputed

payments of remuneration and reimbursable expenditures payable by the Owner to the Agency has been made.

- (j) "Project" means "undertaking various works related to **dismantling and expansion of Meeting Room to Health & Fitness Center for an area of 400 sq ft (approx.) at 9th floor ('A' Wing) Statesman House, Barakhamba Road, Connaught Place, New Delhi-110001**
- (k) "Services" means the works to be provided/performed by the Agency and/or, the Sub-Agencies for completion of various tasks as described in **Appendix A** hereto;
- (l) "Starting Date" means the date referred to in Clause 3.3 hereof;
- (m) "Sub Agency" means any person/entity to whom the Agency subcontracts for any part of the Services in accordance with the provisions of Clause 5.5 hereinafter; and
- (n) "Third Party" means any person or entity other than the Owner, the Agency or his Sub-Agency.

2. LOCATION FOR PERFORMANCE OF THE SERVICES:

- (a) The Agency shall render/perform services at Delhi.

3. COMMENCEMENT, COMPLETION, AND TERMINATION OF CONTRACT

3.1 Commencement of Contract

This contract shall come into force from the date ("effective date") on which the Owner and the Agency have signed the present contract.

3.2 Termination of Contract for Failure to Become Effective

- a) If this Contract has not become effective within 15 days from effective date the Owner has the right to declare the same to be null and void, and in the event of such a declaration the Agency shall not have any claim against the Owner.
- b) In case the contract is rendered null and void on account of failure/inaction on the part of the Agency, the Agency shall be liable to pay damages to the Owner.

3.3 Commencement of Services

The Agencies shall begin carrying out the Services immediately viz. from the date of issue of Letter of Award (the "Starting Date"), or on such date as the Parties may agree in writing

3.4 Expiration of Contract

Unless terminated earlier pursuant to Clause 10 hereof, this Contract shall expire after the Agency has performed all his Services as per the terms and conditions envisaged in this Contract and the Owner has issued a 'No claim Certificate' to the Agency. The Owner shall issue the "No claim certificate" after being satisfied that the Agency has performed/rendered all the services to the satisfaction of the Owner, as per the contract and all undisputed payments of remuneration and reimbursable expenditures payable by the Owner to the Agency has been made.

4. CONTRACT PERFORMANCE GUARANTEE

- 4.1 The Agency within 30 days from the date of issue of Letter of Award shall furnish a Performance Guarantee in the form of Bank Guarantee as per Performa attached as Section-2 of bid document, from any Bank towards performance of the Contract. The guarantee amount shall be equal to ten percent (10%) of the contract price in accordance with the terms and conditions specified in the contract and in the Bid Documents. The guarantee shall be valid until after expiry of a period of 6 months from the date of issue of No Claim Certificate by the Owner.
- 4.2 The Contract Performance Guarantee is intended to secure the performance of the entire contract and shall not be construed as limiting the damages stipulated in other clauses in the Bid Documents.
- 4.3 The Performance Guarantee will be returned to the Agency without any interest at the end of the Guarantee Period.

5. OBLIGATIONS OF THE AGENCIES

5.1 Standard of performance

The Agency shall perform the Services and carry out his obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, and technical and engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods in award of project. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the

Owner, and shall at all times support and safeguard the Owner's legitimate interests in any dealings with Agencies/Sub-Agencies or Third Parties.

5.2 COMPLAINTS WITH RULES AND REGULATIONS

The Agency agrees that it shall be responsible and liable to comply with and also undertakes to ensure and be responsible for compliance by the Sub Agencies,

agents of the Agencies and Sub-Agencies and Personnel, with all the rules and regulations of various concerned government authorities and departments for the services rendered under this agreement.

5.3 CONFLICT OF INTEREST

The Agency shall hold the Owner's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

5.4 BENEFIT FROM COMMISSIONS, DISCOUNTS ETC.

Payment to the Agency shall constitute the Agency's only payment in connection with this Contract or the Services, and the Agency shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Agency shall use their best efforts to ensure that the Personnel, any Sub-Agencies, and agents of either of them similarly shall not receive any such additional benefits.

5.5 AGENCIES AND AFFILIATES NOT TO BE OTHERWISE INTERESTED IN PROJECT

The Agency agrees that, during the term of this Contract, the Agency, Sub Agency, Personnel and/or any entity affiliated with the Agency or Sub-Agency shall not provide services resulting from or directly related to the Agency's Services for the preparation or implementation of the project to any third party. In the event of breach of the aforesaid condition the Owner shall be entitled to disqualify such Agency or the Sub Agency or any of their Personnel from providing services to the Owner and further claim damages for breach.

5.6 PROHIBITION OF CONFLICTING ACTIVITIES

The Agency shall not engage, and shall cause their Personnel as well as their Sub-Agencies and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

5.7 INSURANCE TO BE TAKEN OUT BY THE AGENCY

The Agency shall take out and maintain, and shall cause its Sub-Agencies to take out and maintain, at their own cost, insurance against risks etc.

5.8 LIABILITY OF THE AGENCIES

The Agency and each of his Members (Agency personnel, sub-Agency, sub-Agency personnel) shall be jointly and severally liable to the Owner for the

performance of the Services under this Contract and further for any loss suffered by the Owner as a result of a default of the Agency or his members in such performance, subject to the following limitations:

- (a) The Agency shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any persons other than the Agencies, its Sub-Agencies or the Personnel of either of them; and
- (b) The Agency shall not be liable for any loss or damage caused by or arising out of circumstances of Force Majeure.

5.9 AGENCY ACTION REQUIRING OWNER'S PRIOR APPROVAL

The Agency shall obtain the Owner's prior approval in writing before taking any of the following actions:

- (a) appointing personnel to carry out any part of the Services, including the terms and conditions of such appointment ;
- (b) entering into a subcontract with the Sub Agency for the performance of any part of the Services, it being understood:
 - (i) That the selection of the Sub-Agency and the terms and conditions of the subcontract shall have been approved in writing by the Owner prior to the award of the subcontract, and
 - (ii) That the Agencies shall remain fully liable for the performance of the Services by the Sub-Agency and its Personnel pursuant to this Contract;

5.10 REPORTING OBLIGATIONS

The Agency shall submit to the Owner the reports and documents specified in **Appendix B** hereto, in the form, in the numbers and within the time periods set forth in the said Appendix, including any supporting data required by the Owner.

5.11 **DOCUMENTS PREPARED BY THE AGENCIES TO BE THE PROPERTY OF THE OWNER**

All plans, drawings, specifications, designs, reports and other documents prepared by the Agencies in performing the Services shall become and remain the property of the Owner, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Owner, together with a detailed inventory thereof.

6. **AGENCIES' PERSONNEL**

6.1 **Agreed Personnel**

The Agency hereby agrees to engage the personnel and sub-Agencies listed by title as well as by name in **Appendix C** in order to fulfill his contractual obligations under this contract.

6.2 **General**

The Agencies shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

6.3 **Description of Personnel**

- a) The titles, job descriptions, minimum qualifications and estimated period of engagement in the carrying out of the Services of each of the Agencies' Personnel are described in **Appendix C**.
- b) If required to comply with the provisions of the Contract, adjustments with respect to the estimated periods of engagement of Personnel set forth in **Appendix C** may be made by the Agency by written notice to the Owner, provided:
 - (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger.
 - (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in **Clause 8** of this Contract. Any other such adjustments shall only be made with the Owner's written approval.
- c) If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated periods of engagement of Personnel set forth in **Appendix C** may be increased by agreement in writing between the Owner and the Agencies, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in **Clause 8** of this Contract.

6.4 Removals and/or Replacement of Personnel

- a) Except as the Owner may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Agencies, it becomes necessary to replace any of the Personnel, the Agencies shall forthwith provide as a replacement a person of equivalent or better qualifications.
- b) If the Owner:
 - i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
 - (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel,then the Agencies shall, at the Owner's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Owner.
- c) The new personnel provided as a replacement shall be governed by the same the terms and conditions of employment as the replaced personnel.
- d) The Agencies shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

7. OBLIGATIONS OF THE OWNER

Payment

In consideration of the Services performed by the Agencies under this Contract, the Owner shall make to the Agencies such payments and in such manner as is provided by **Clause 8** of this Contract.

8. PAYMENTS TO THE AGENCIES

8.1 VOID

8.2 Mode of Payment

Payments will be made by the Owner to the Agency in accordance with the terms of payment as per Letter of Award. Any deviation in the payment terms is not permitted.

- 8.3 The Agency shall submit the bills in duplicate to PFCCL addressed to CEO, PFCCL or to an executive authorized by CEO, PFCCL, indicating the stage achieved, out of the ones indicated above.

8.4 The Owner shall cause the payment of the Agency as per the above given schedule of payment within sixty (60) days of the receipt of the bills raised along with supporting documents. However, it is agreed between the parties that the Owner may restrict or withhold the payment if the performance or progress of the services rendered by the Agency or his members (sub-Agencies) is not satisfactory and not in accordance with the work program/schedule.

8.5 The final payment under this Clause shall be made only after satisfactory completion of the activities mentioned in the Terms of Reference (**Appendix-A** and **Appendix-B**) and after the issuance of No Claim Certificate.

8.6 All payments under this Contract shall be made to the account of the Agencies with:

Account No _____ Bank,

9. Suspension

The Owner may, by written notice of suspension to the Agencies, suspend all payments to the Agency and invoke Performance Bank Guarantee hereunder:

a) if the Agency fails to perform any of its obligations under this Contract, including carrying out of the Services, provided, that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Agencies to remedy such failure within a period not exceeding thirty (30) days after receipt by the Agency of such notice of suspension

or

b) if at any stage it is found that the Agency has provided any wrong information/ false information/ mis-represented the fact.

10. Termination

10.1 By the Owner

The Owner may terminate this contract, by issuing a written notice not less than thirty (30) days, from the date of occurrence of any of the events as specified in sub clause (a) to (e) of this Clause.

The Owner may terminate this contract, by issuing a written notice not less than sixty (60) days, from the date of occurrence of the event as specified in sub clause (f) of this Clause.

a) if the Agencies fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 9 hereinabove, within thirty (30) days of receipt of such notice of

suspension or within such further period as the Owner may have subsequently approved in writing;

- b) if the Agency fail to comply with any final decision reached as a result of arbitration proceedings pursuant to **Clause 18** hereof;
- c) if the Agency submit to the Owner a statement which has a material effect on the rights, obligations or interests of the Owner and which the Agencies know to be false;
- d) if, as the result of Force Majeure, the Agencies are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- e) if Agency become Bankrupt and the company has been wound up through liquidation proceedings.
- f) if the Owner, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

10.2 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 10 hereof, or upon expiration of this Contract pursuant to Clause 3 hereof, all rights and obligations of the Parties hereunder shall cease, except

- a) such rights and obligations as may have accrued on the date of termination or expiration,
- b) the obligation of confidentiality set forth in Clause 16 hereof,
- c) any right which a Party may have under the Applicable Law.

10.3 Cessation of Services

Upon termination of this Contract by notice to pursuant to Clauses 10 hereof, the Agencies shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

10.4 Payment upon Termination

Upon termination of this Contract pursuant to **Clause-10** hereof, the Owner shall make the following payments to the Agency:

- (a) Remuneration pursuant to **Clause 8** hereof for Services satisfactorily performed prior to the effective date of termination;

- (b) Reimbursable expenditures pursuant to Clause 8 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) except in the case of termination pursuant to paragraphs (a) to (b) of **Clause 10.1** hereof, reimbursement of cost duly supported by the documentary evidence incident to the prompt and orderly termination of the Contract.

11. Force Majeure

11.1 Definition

- a) For the purposes of this Contract, "Force Majeure" means an event or circumstance or combination of events and circumstances, the occurrence of which is beyond the reasonable control of either party and which materially affects the performance by either Party of its obligations under this agreement, provided such material and adverse effect could not have been prevented, overcome or remedied in whole or in part by the affected party and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b) It is however agreed that 'Force Majeure' shall not mean or include:
 - (1) any event caused by the negligence or intentional action of a Party or such Party's Sub-Agencies or agents or employees, nor
 - (2) any event which a diligent Party could reasonably have been expected take into account at the time of the Award of this Agreement, and avoid or overcome in the carrying out of its obligations hereunder.
- c) The Agency shall not be paid /reimbursed any further price or cost or any additional cost in re-activating the services after the end of Force Majeure event.

11.2 No Breach of Contract

Neither party shall be responsible or be liable for, or deemed to be in breach hereof because of any failure or delay in complying with its obligations under or pursuant to this Agreement due to one or more events of Force Majeure or its effects or any combination thereof, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this

Contract. However it is agreed that in no event shall Force Majeure shall exclude any Party's obligation to pay monies under this Agreement.

11.3 Measures to be taken

- a) A Party affected by an event of Force Majeure or any combination of events shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event or any combination of events of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

11.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

11.5 Liquidated Damages

VOID

11.6 Consultation

Not later than thirty (30) days after the Agency, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

12. AMENDMENT/MODIFICATION

This Agreement may not be altered, modified, revoked or cancelled in any way unless such alteration, modification or cancellation is in writing and duly signed by or on behalf of the parties which shall not be effective until the consent of the parties has been obtained. However, it is agreed between the parties that each Party shall give due consideration to any proposals for modification made by the other Party.

13. AMICABLE SETTLEMENT

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. Any dispute between the parties as to matters arising pursuant to this Contract which cannot be settled amicably shall be resolved as per the Indian Arbitration Act, 1996 as amended from time to time.

14. FAIRNESS AND GOOD FAITH

14.1 Good Faith

The Parties hereunder undertake to act in good faith with respect to their performance, obligations and rights under this Agreement and further undertake, during the tenure of this Agreement, to take all reasonable measures, to ensure the achievement/realization of the objectives of this Agreement.

14.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this clause shall give rise to a dispute subject to arbitration in accordance with clause 18 hereof.

15. TAXES AND DUTIES/CHANGE IN LAW

It is hereby agreed between the parties that the Agency and its personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the Owner shall deduct the taxes, duties and levy whatsoever as may be lawfully imposed.

16. CONFIDENTIALITY

The Agency, their Sub-Agencies and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or Confidential Information relating to the Project, Services, under this Contract or any information pertaining to the Owner's business or operations without the prior written consent of the Owner.

17. LAW GOVERNING CONTRACT

This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by Indian Laws or any statutory modifications thereof, and shall be subject to the exclusive jurisdiction of the Courts of **Delhi** in any matter arising under this Agreement and or in matters pertaining to the conduct of arbitration, enforcement of the award or obtaining of interim relief(s) etc.

18. SETTLEMENTS OF DISPUTES/ ARBITRATION

- 18.1 The parties shall endeavor to resolve amicably, in the first instance, all disputes, controversies or differences which may arise between the Parties, out of or in relation to or in connection with this Agreement, or for breach thereof.
- 18.2 In the event, the parties are unable to resolve such dispute/difference amicably within **ninety (90)** days after the same has arisen then the dispute shall be referred to arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and such arbitration shall be conducted in accordance with the rules of ICA. The place of arbitration shall be New Delhi or any other place mutually agreeable by the parties and the language of arbitration shall be English
- 18.3 The Arbitration shall be conducted by panel of 3 Arbitrators, one to be appointed by each party and third Arbitrator to be appointed by two Arbitrators as the Chairman of the Tribunal.

The Parties agree that the arbitrator's decision shall be final and conclusive. The costs of arbitration (including without limitation, those incurred in the appointment of the arbitrators) shall be borne equally by the Parties hereto; however each Party shall pay its respective legal charges. The Award shall be final and binding and non-appeal able. Judgment on the award may be entered and enforced in any court of competent jurisdiction. By execution and delivery of this Agreement, each Party agrees and consents to the jurisdiction of the aforesaid arbitration panel and solely for the purpose of enforcement of an arbitral award, as referred to hereinabove, in any court of competent jurisdiction for itself and in respect of its property and waives in respect of both itself and its property, any defense it may have to or based on sovereign immunity, jurisdiction, improper venue or inconvenient forum.

19. GENERAL PROVISIONS

19.1 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

19.2 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

19.3 Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an

authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or facsimile to such Party at the following address:

1. For the Owner: **PFC Consulting Limited.**
(A Subsidiary of Power Finance Corp. Ltd.)
Statesman House
7th Floor, A-Wing, Barakhamba Lane,
Connaught Place,
New Delhi - 110001

Attention: Mr. _____
Facsimile: 011-23443990

2. For Agencies:

Attention: _____
Facsimile: _____ **Email :** _____

19.4 Notice will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery;
- (b) in the case of facsimiles, forty eight (48) hours following confirmed transmission.

19.5 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.

19.6 Authority of Agency in Charge

The Agency hereby authorize: Mr./Ms. _____ to act on their behalf in exercising all the Agencies' rights and obligations towards the Owner under this Contract, including without limitation the receiving of instructions and payments from the Owner.

19.7 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed:

- (a) on behalf of the Owner by _____ or his designated representative;
- (b) on behalf of the Agencies _____ or his designated representative.

19.8 WAIVER OF RIGHT.

The failure of either party to enforce at any time or for any period of time, the provisions hereof shall not be construed to be waiver of any provision or of any right and shall not preclude such party from subsequently enforcing such provisions or right.

19.9 SEVEREABILITY CLAUSE

If any provision of this Agreement shall be determined to be void or unenforceable, such provision shall be amended or deleted in so far as is reasonably consistent with the provisions of this Agreement and to the extent necessary to conform to applicable law and the remaining provision of this Agreement shall remain valid and enforceable in accordance with their terms.

19.10 This Agreement may be executed in any number of counterparts which together shall constitute a single agreement.

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

FOR AND ON BEHALF OF
[OWNER]

By :
Authorized Representative

FOR AND ON BEHALF OF
[AGENCIES]

By :
Representative

Authorized

LIST OF APPENDICES

Duties of the Agencies

Description of the Services

- A - Detailed descriptions of the Services to be provided as per scope of work and deliverables indicated in Bid invitation Letter of Bid Document, letter of the bidding ; dates for completion of various tasks; place of performance for different tasks; specific tasks to be approved by Owner; etc.

Reporting requirements

- B - Format, frequency and contents of reports; persons to receive them; dates of submission; etc.

Agencies' Personnel

- C - Titles and names, [if already available], detailed job descriptions and minimum qualifications of Personnel to be assigned to work in India, and man-months for each.

Duties of the Owner

- D - Services, facilities, to be made available to the Agencies by the Owner.

Floor Plans, Layouts, Drawings, Electrical Layout, Final Images

DESCRIPTION OF THE SERVICES

The Agency has to provide services as detailed below as per scope of work and deliverables indicated in Bid invitation Letter of Bid Document/LoA, letter of the bidding; dates for completion of various tasks; place of performance for different tasks; specific tasks to be approved by Owner; etc. which is required for the successful completion of the assignment.

Authorized /designated
Representative of Owner

Authorized /designated
Representative of Agency

REPORTING REQUIREMENTS

The Deliverables, Time Schedule and the Completion period will be as indicated below or as agreed from time to time:

Authorized /designated
Representative of Owner

Authorized /designated
Representative of Agency

AGENCY'S KEY PERSONNEL

List of key Personnel to be assigned to the assignment

Authorized /designated
Representative Of Owner

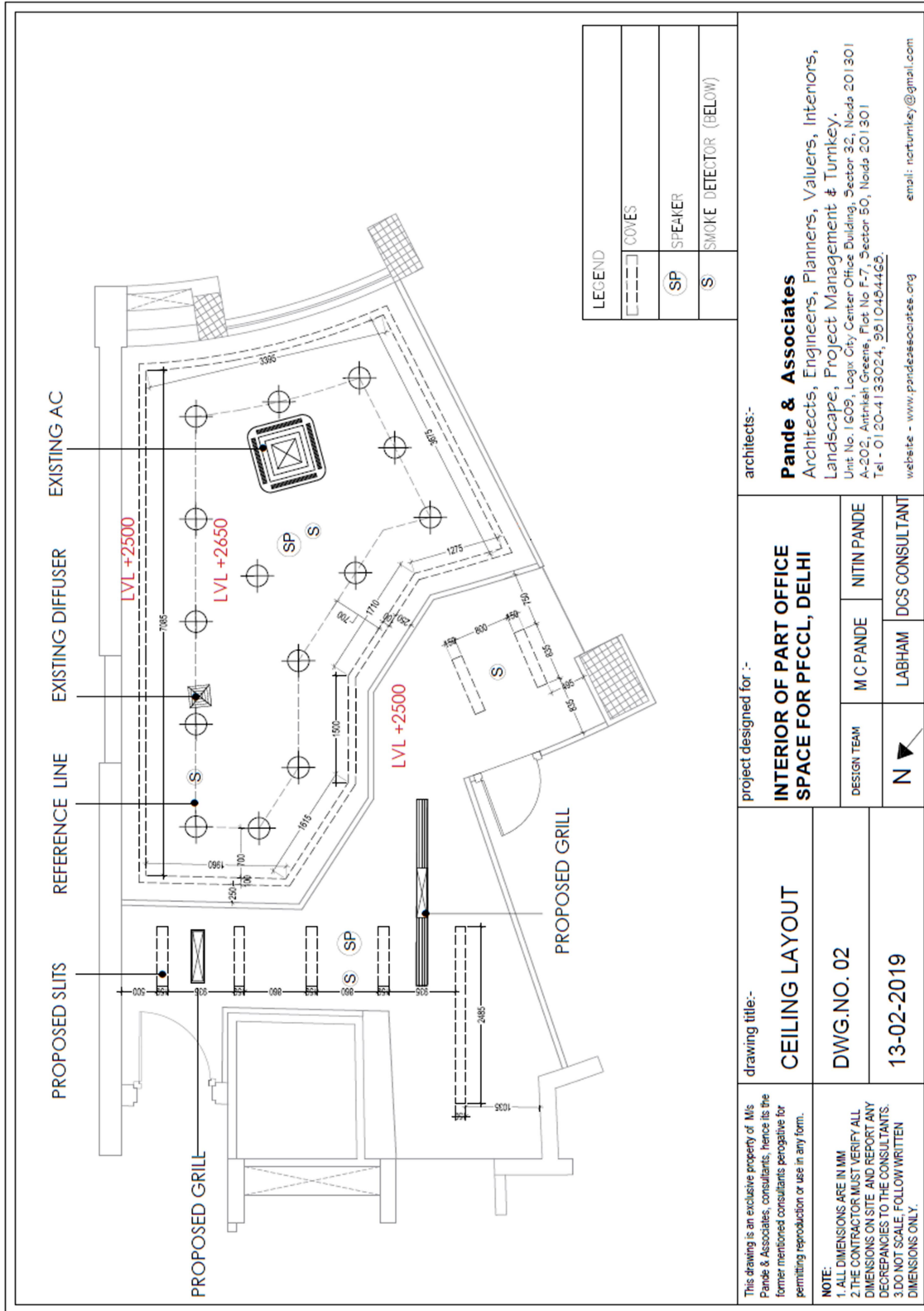
Authorized /designated
Representative of Agency

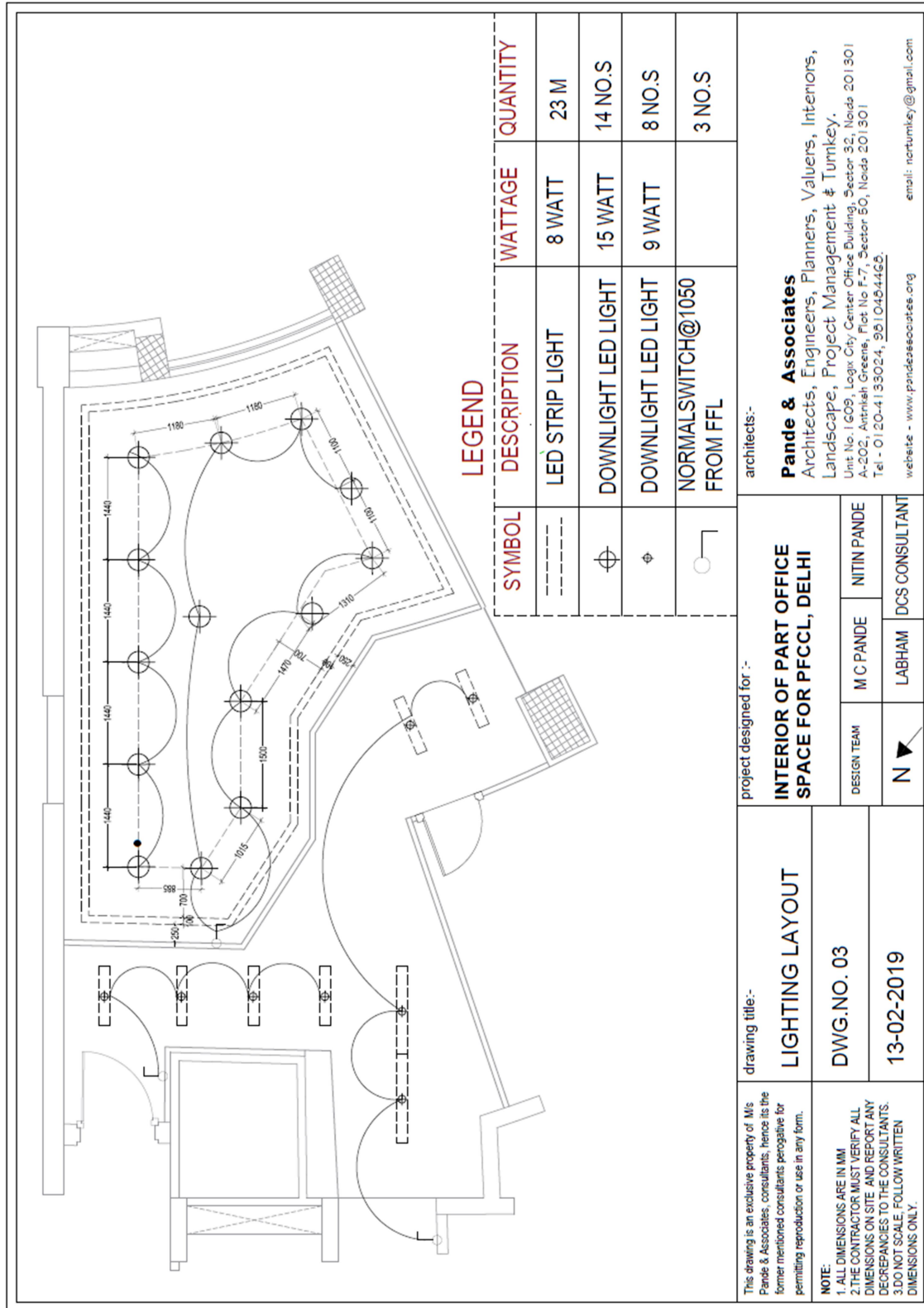
DUTIES OF THE OWNER

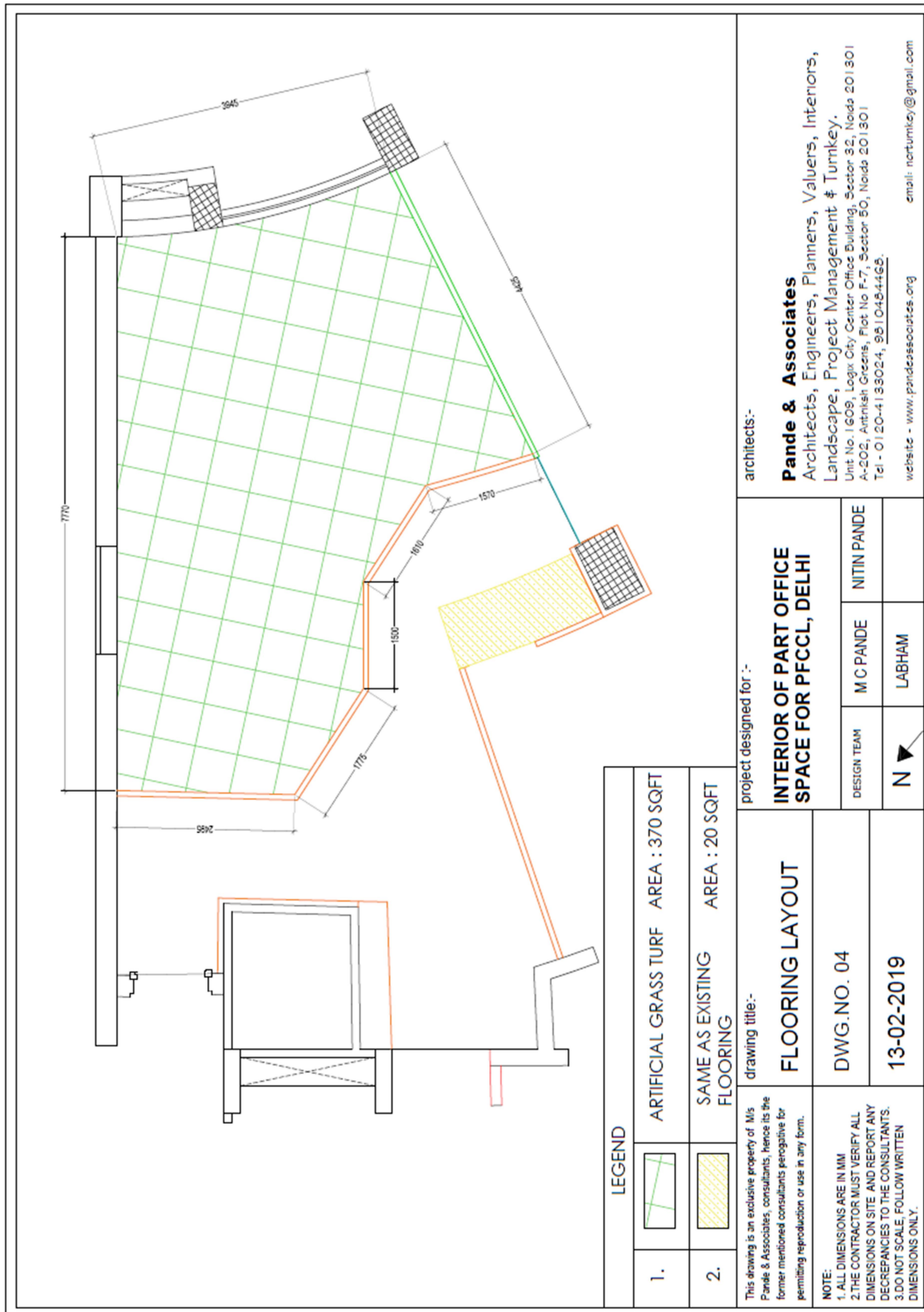
Owner will provide all assistance to the Agency in facilitating the execution work to be conducted at site.

Authorized /designated
Representative of Owner

Authorized /designated
Representative of Agency







Form – 9: SPECIAL INSTRUCTIONS TO AGENCIES FOR E-TENDERING

General

The Special Instructions (for e-Tendering) supplement 'Instruction to Agencies', as given in this Tender Document. 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. Suppliers/ Vendors 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-electronictender.com> through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender. A portal built using Electronic Tender's software is also referred to as Electronic Tender System (ETS). Benefits to Suppliers are outlined on the Home-page of the portal.

Instructions

Tender Bidding Methodology:

- **Electronic Bid System**
- **Pre-qualification followed by Bidding**
- **Single Stage Two Envelope (Technical & Financial)**

Broad Outline of Activities from Agency's Perspective:

1. **Procure a Digital Signing Certificate (DSC)**
2. Register on Electronic Tendering System (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS
7. Clarification to Tender Documents on ETS
 - Query to **PFC Consulting Ltd.** (Optional)
 - View response to queries posted by **PFC Consulting Ltd.**
8. Bid-Submission on ETS
9. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant Bid-Part
10. Post-TOE Clarification on ETS (Optional)
 - Respond to **PFC Consulting Ltd.** Post-TOE queries
11. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant part (i.e. Financial-Part)
(Only for Technical Responsive Agencies)

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 Electronic Tender® portal <https://www.tcil-india-electronictender.com> vendors 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 'Supplier 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**

Customer Support:

+91-11-26202699 (Multiple Lines)

Emergency Mobile Numbers:

+91-9868393775,

+91-9868393717,

+91-9868393792

E-mail ID

ets_support@tcil-india.com

PFC Consulting Ltd. Contact**Contact Person**

Mr. Lalit Silotia

Telephone

011-23443913

[between 9:00 hrs to 17:30 hrs on working days]

Some Bidding related Information for this Tender (Sealed Bid)

The Agency has to submit Bid document by **March 15th, 2019 till 15:00 Hrs (IST)** online on TCIL portal. The entire bid-submission would be online on ETS. Broad outline of submissions are as follows:

- Submission of Bid-Parts
 - Technical Part
 - Financial Part
 - Submission of digitally signed copy of entire Tender Documents / Addendum

Offline Submissions:

No offline submission is required.

Note: The Agency should also upload the scanned copies of all the 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 Electronic Tender's software, Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypted functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Agency 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 Agencies must fill Electronic Forms for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms and the corresponding Main-Bid. For transparency, the information submitted by a Agency in the Electronic Forms is made available to other Agencies during the Online Public TOE. If it is found during the Online Public TOE that a Agency has not filled in the complete information in the Electronic Forms, the TOE officer may make available for downloading the corresponding Main-Bid of that Agency at the risk of the Agency. If variation is noted between the information contained in the Electronic Forms and the 'Main-Bid', the contents of the Electronic Forms shall prevail. Alternatively, **PFC Consulting Ltd** reserves the right to consider the higher of the two pieces of information (e.g. the higher price) for the purpose of short-listing, and the lower of the two pieces of information (e.g. the lower price) for the purpose of payment in case that Agency 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 Agency during the TOE itself, when demanded by the concerned Tender Opening Officer.

The Agency shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the corresponding deadline of Bid Submission, and before the commencement of the Online TOE. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the PFC Consulting Ltd.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier 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 Agencies can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of Agencies (i.e. Supplier 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 Agencies' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the Agency himself (during the TOE itself), salient points of the Bids (as identified by the **PFC Consulting Ltd.**) are simultaneously made available for downloading by all participating Agencies. 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 Agencies. 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 Agencies for 'Viewing/Downloading'.

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

Other Instructions

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

The help information provided through 'ETS User-Guidance Centre' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier 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.

SIX CRITICAL DO'S AND DON'TS FOR AGENCIES

Specifically for Supplier organizations, the following 'SIX KEY INSTRUCTIONS for AGENCIES' 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 users, assigning roles to them, etc.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. 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)
5. It is the responsibility of each Agency to remember and securely store the Pass-Phrase for each Bid-Part submitted by that Agency. In the event of a Agency forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the Agency to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
6. 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 and sixth instructions are relevant at all times.

Minimum Requirements at Agency's End

- Computer System with good configuration (Min PIV, 1 GB RAM, Windows 7 or above)
- Broadband connectivity
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s)