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Rural Electrification Corporation Ltd.
(A Government of India Enterprise)
SELECTION OF PROJECT MANAGEMENT CONSULTANT
FOR
DEVELOPMENT & CONSTRUCTION
OF
REC’s WORLD HEAD QUARTER & RESIDENTIAL COMPLEX,
GURGAON

Last Date of Submission of BID- 08th October, 2007 up to 3.00PM

New Delhi

September, 2007

Disclaimers

“The Company is proposing, subject to market conditions and other considerations, a public issue of its equity shares and has filed a Draft Red Herring Prospectus with SEBI. The Draft Red Herring Prospectus is available on the website of SEBI at www.sebi.gov.in and the respective websites of the BRLMs at www.investsmart.in, www.icicisecurities.com and www.sbicaps.com. Investors should note that investment in equity shares involves a high degree of risk and for details relating to the same, see the section titled “Risk Factors” of the aforementioned Draft Red Herring Prospectus.”

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RBI DISCLAIMER: The Company is having a valid certificate of registration dated February 10, 1998 issued by the RBI under section 45 IA of the RBI Act. However, the RBI does not accept any responsibility or guarantee about the present position as to the financial soundness of the Company or for the correctness of any of the statements or representations made or opinions expressed by the Company and for repayment of deposits/discharge of liabilities by the company.

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1.1. General

Rural Electrification Corporation (REC) was incorporated in the year 1969 with objective of financing Rural Electrification schemes in the country. It is wholly owned Government of India Public Sector Enterprise, with a net worth of over Rs 28.62 Billion. Presently, REC is a Schedule 'A' Public Sector Undertaking under Ministry of Power with 'Mini Ratna' Grade-I (being upgraded to Nav Ratna) status accorded by Government of India. REC is today a strong organization managed by very competent Board of Directors supported by a seasoned group of corporate managers and fully equipped Zonal/Project Offices (17) manned by engineers, economists, financial experts, hydro-geologists and other professionals, spread over all parts of the country.

Over the years, REC has been acknowledged as a funding source for Integrated System Improvement, Power Generation, Power Conservation, Power Distribution, Pumpset energisation, Rural household electrification and other related works in rural areas.

In the year 1979, REC established Central Institute for Rural Electrification (CIRE) at Shivarampally, Hyderabad for providing training on various facets of Power Sector pertaining to Technical, Management, Information Technology, Finance & Accounts for National as well as International participants. During the last two decades, CIRE has organized programmes and trained personnel from Algeria, Egypt, Tanzania, Nigeria, Iraq and Ghana. Recently, CIRE has been empanelled by Ministry of External Affairs, Government of India for conducting programmes for foreign nationals under India Technical and Economic Cooperation Programme (ITEC) and Special Commonwealth Africa Assistance Plan (SCAAP).

In near future, REC aspires to become an international Organization that's capable of lending expertise to the Rural Electrification programme in other countries having the need for it. With a view to play an enhanced role, REC intends to increase its asset base to Rs. 560 Billion by the year 2011 and proposes to develop a robust business plan, undertake capacity building exercises in the engineering and financial sectors, promote R&D and standardization of materials, create corporate communications and provide training to all the functionaries in public, private and NGO sectors engaged in power sector. Its future plans include development and promotion of I.T. in its own field formations and the State Electricity Boards. To know more about REC please visit our website www.recindia.com or www.recindia.nic.in.

1.2 Objective

1. Scope ,4-The Corporation is presently functioning from its office located in Core s future aspiration and growingTo meet it .New Delhi ,Lodhi Road 7 ,Complex requirement REC intends to havea -of-statethe- artcorporate &office building self sufficient township incorporating relevant and latest features to be named as REC REC Township &World Headquarters for which it is organizing Global Architectural Design Competition which is in the final Stage. The competition is overseen by prominent jury members like Shri Satish Gujral, Sh. B. V. Doshi, Sh. A G Krishna Menon, Sh. K.T. Ravindran

REC, for its corporate headquarters and township is looking for the following aspects in the design:

- Creating a landmark building which reflects the values, ethics and message of the brand “REC”.
- Creating a sustainable, energy efficient, eco and environment friendly building system, integrating the built and unbuilt.
- Creating a built form with state of the art technology which matches international standards.

For this purpose Haryana Urban Development Authority (HUDA) has allotted a plot of land measuring 16,890.25 sqm (about 4.2 acres) at I-4, City Centre, Sector-29, Gurgaon to the Corporation for development and construction of its new office building with FAR (Floor Area Ratio) equal to one and has issued a letter of intent for allotment of 10 acres (about 40,000 sqm) of land in Sector-57, Gurgaon for construction for REC township with FAR equal to 1.75. (FAR is a ratio of constructed area to plot area)

- 1.3** The proposed REC World Headquarters shall have office space required for Chairman & Managing Director, Directors, Officers, staff, secretariat of CMD and Directors, area for visitors of CMD & Directors, Board room, Board room waiting lounge, conference room, conference dining room, executive dining room, library, auditorium, meeting room & pantry at every floor, two level basement parking and other relevant and latest emerging features. We intend to use full FAR for construction.

REC Township at Gurgaon shall accommodate about 490 officers and staff apart from other common facilities like guest houses, community center, health club, dispensary, etc.

2.0 Definitions

For the purpose of this Request for Proposal, unless context or consistency demands otherwise the following terms shall have the meaning assigned to them as under:

- 2.1 'Authorized Representative' shall mean the representative of Project Management Consultant, who is duly empowered or authorized by the REC to act for and on their behalf.
- 2.2 'Completion' shall mean that the work on any project phase is complete and is suitable for its intended use except for minor items of incompleteness and snagging nature.
- 2.3 'Client' shall mean REC Ltd. The services to be provided by the client shall inter alia include the following activities:
- Handing over the hindrance free plot of land to the Contractor for execution purpose.
 - Provide documents available for approvals of plans from local/statutory bodies by architect. He shall sign all required papers for such approval and pay all fees as per invoice raised by the authority.
 - The selection of contractor in association with the Project Management Consultant (PMC).
 - Make all required payments to the PMC / Architect and Contractors in accordance with the terms of their individual contractors.

- 2.4 'Consultant' shall mean the Project Management Consultant (PMC) engaged in providing complete professional advice and assistance in the management of development and construction of projects.
- 2.5 'Architect' shall mean the architectural firm/which shall be appointed by the client. The broad scope of services shall be preparation of concept, preliminary and detailed design and construction drawings for all disciplines required for the project & approval of drawings from all statutory authorities, bill of quantities & specifications The PMC shall co-ordinate and overseas the work of architect on behalf of client.
- 2.6 'Contractor'/'contractors' shall mean the project implementing agency/agencies appointed by the client. The contractor shall directly report to the PMC in connection with execution work.
- 2.7 'REC's World Headquarters shall mean office buildings and other facilities to be constructed and developed at I-4, City Centre, Sector-29, Gurgaon, for use of Rural Electrification Corporation. "Residential Complex" shall mean residential colony and other facilities for REC employees to be constructed and developed at Sector-57, Gurgaon for use of REC officials.
- 2.8 'EOI' means Expression of interest.
- 2.9 'Projects' shall mean two projects. First one is REC's World Headquarters to be constructed and developed at I-4, City Center, Sector-29, Gurgaon and second one is the Residential Complex to be constructed and developed at Sector-57, Gurgaon for the use of Rural Electrification Corporation.
- 2.10 'RFP' means Request for Proposal document by the client for the Selection of Project Management Consultant.
- 2.11 'Similar Project' means the work of multistoried centrally air-conditioned corporate/commercial/office/Hotel/Hospital building project **for the office building project** and multi-storied residential building **for the residential complex** consisting of RCC framed structure executed as per qualifying criteria as PMC basis completed during the **last 7 years**.
- 2.12 'Corporation' shall mean Rural Electrification Corporation, Delhi represented by its Executive Director (Admn.) or his authorized representative(s).
- 2.13 'Services' shall mean the Project Management Consultancy services to be rendered by the Consultant.
- 2.14 'Works Contracts' shall mean contracts between Corporation and the contractor/Contractors for all civil works, electrical works, HV AC, lifts, fire fighting, electrical and mechanical installations, furnishing, horticulture, landscaping etc.

3.0 Invitation

The Corporation is presently functioning from the Core-4, Scope Complex, 7 Lodhi

Road, New Delhi. A plot of land measuring 4.3 acres at I-4, City centre, Sector-29, Gurgaon has been allotted to the Corporation for development & construction of its new office building and 10 acres of land has been allotted in sector-57, Gurgaon for construction of its residential quarters and other associated facilities. Complete 10 acres of land shall be developed for construction of Residential Complex.

The Corporation wishes to engage the services of a Project Management Consultant with the aim of development and execution of its World Headquarters and Residential Complex projects on the ground. For this purpose, Rural Electrification Corporation invites sealed offers in two separate covers, namely 'Technical Bid' and 'Financial Bid', from reputed Project Management Consultancy Organizations having extensive experience and adequate capability of successfully completing project management consultancy assignments of 'Similar Projects' for undertaking the Project Management Consultancy for projects.

4.0 Eligibility Criteria:

4.1 For REC World Headquarters at Gurgaon: The applicant should have acted as PMC for

at least one state-of-art multistoried centrally air conditioned corporate/commercial/ office/hotel/hospital building costing Rs 56 Cr or more during the last seven years ending March 2007;

or

at least two state-of-art multistoried centrally air conditioned corporate/commercial/ office/hotel/hospital building each costing Rs 35 Cr or more during the last seven years ending March 2007;

or

at least three state-of-art multistoried centrally air conditioned corporate/commercial/ office/hotel/hospital building each costing Rs. 28 cr or more each during last seven years ending March 2007.

4.2 For REC Township at Gurgaon: The applicant should have acted as PMC for at least one state-of-art residential township costing Rs 80 cr or more during the last seven years ending March 2007;

or

at least two residential township each costing Rs 50 Cr or more during the last seven years ending March 2007;

or

at least three residential township each costing Rs 40 Cr or more during last seven years ending March 2007.

In addition to above, the Project Management Consultancy Organisation should meet following criteria also.

1. Shall be profit making organisation in last three years ending March, 2007 with average annual financial **turnover** consultancy services **of at least Rs 1.0Cr (Rupees One crore only)**. (The company/organization who is not providing

- exclusive PMC services, they may submit the turnover of duly certified by Chartered Accountant, if the same is not reflected in their Profit & Loss account).
2. Shall have established office in Delhi/New Delhi/NCR of Delhi.

Bidder can choose to bid for one or both the projects and REC reserves its right to award the work to separate/same PMC for both the projects.

The bidder shall submit proof from appropriate authority of having satisfactorily completed the PMC assignments as certified by the officer not below the rank of Executive Engineer/Project Manager or equivalent of the owner firm of the project executed.

REC is in the process of selecting Architect for these projects separately through Global Architectural Design Competition. **Firm selected as architect or its sister concerns will be ineligible for selection of Project Management Consultant .**

5.0 Bid Conditions

- 5.1 The estimated project cost of Construction of REC's World Headquarters is about Rs 70 crore, whereas for residential colony and associated facilities is about Rs.100 crore. The estimate, however, is tentative and may undergo change on selection of final drawing of project.
- 5.2 The details of construction and development to be undertaken for construction and development REC's World Headquarters and Residential Complex at Gurgaon are given at Annexure I. These are projected requirements and may undergo change in consultation with the selected architect.
- 5.3 The Bidders shall provide their services as PMC for a period of 38 months as detailed below from the effective date of agreement or till completion of work including defect liability period whichever is later.
- | | | |
|--|--|-----------|
| a) REC's World Head Quarters | | |
| (i) Time for pre-construction activities | | 8 months |
| (ii) Time for construction activities | | 18 months |
| (iii) Defects liability period | | 12 months |
| | | |
| (b) Residential Complex | | |
| (i) Time for pre-construction activities | | 8 months |
| (ii) Time for construction activities | | 18 months |
| (iii) Defects liability period | | 12 months |
- 5.4 The bid shall be accompanied with **an earnest money as mentioned below per project** in the shape of demand draft / pay order issued in favour of Rural Electrification Corporation Ltd and payable at New Delhi. Bidder can choose to bid for one or both the projects. **In case bidder choose to bid for both the projects total earnest money shall be Rs. 3,40,000/-**. If the bid is not accompanied by the prescribed earnest money or if the earnest money attached with the bid is not in order, then the said bid shall be liable to be summarily rejected. Earnest money of the unsuccessful bidders shall be refunded after the award of work. However the earnest money of the successful bidder shall be adjusted in the security deposit. No interest on the earnest money shall be payable.

Sl.No.	Project	EMD
1	REC World Hq	Rs 140000/- (Rupees one lakh forty thousand only)
2	REC Township	Rs 200000/- (Rupees two lakhs only)

- 5.5 The 'Technical Bids' shall be opened at REC office, New Delhi in the presence of the intending bidders or their Authorized Representatives who may wish to be present. Date, time and venue for opening of technical bids shall be as notified.
- 5.8 The 'Technical Bids' received and opened shall then be evaluated by the Evaluation Committee of the Corporation as per the Eligibility Criteria. mentioned under clause 4.0 of this document.
- 5.9 The Corporation at an appointed place and time will open the 'Financial Bids' of all the technically qualified Bidders. The intimation of date, time and venue of the opening of 'Financial Bid' shall be informed separately through post or fax to such bidders.
- 5.10 Please note that the costs of preparing the bid and of negotiating the contract, including site visit(s) to the sites/client, are not reimbursable.
- 5.11 The Corporation reserves to itself the authority to reject any or all of the RFP bids received and to split or change the scope of the work without assigning any reason. The Corporation also reserves the right to itself to terminate the bidding process at any stage without assigning any reason.
- 5.12 The offer, in which any of the prescribed conditions is not fulfilled or where the bidder puts any condition including that of conditional rebate, shall be liable to be summarily rejected.
- 5.13 Canvassing whether directly or indirectly, in connection with the bid is strictly prohibited and the bid submitted by the bidder who resorts to canvassing in any form would be liable to rejection.
- 5.14 The offer shall remain open for acceptance for a period of 180 days from the date of opening of 'Technical Bids'. If any bidder withdraws his offer before a period of 180 days from the date of opening of bids or any extension agreed by the bidders thereof or makes any modifications in the terms and conditions of the bid which are not acceptable to the Corporation, then the Corporation shall, without prejudice to any other right or remedy, be at liberty to forfeit earnest money as aforesaid.
- 5.15 The bidder must quote the consultancy fee legibly, both in words and in figures in the 'financial Bid'. Overwriting should be avoided. Should any correction be needed, it should be made by neatly crossing out, initialing, dating and rewriting. Any erasures, over-writings and corrections in the bid document without dated initials of the bidder will render the bid liable for rejection. Pages of the RFP document are numbered. Additional sheets, if any added by the Bidder, shall also be numbered and shall be submitted as a package with signed letter of transmittal.
- 5.16 Bidder must ensure before submitting the RFP documents that each and every page of the RFP documents is signed by the authorized officer of the organization. The RFP Document shall form a part of the contract agreement. The successful bidder on acceptance of his bid by the Accepting Authority, and issue of letter of intent/award shall, within 15 days, sign the contract agreement.
- 5.17 To obtain first hand information on the assignment and on the local conditions, bidders are advised to visit the sites. Bidders are expected to be informed of local conditions

- and take these into account while preparing their bids.
- 5.18 Bidder selected by the Corporation for the Project Management Consultancy work as above, its sister concern, and any firm/ organization having any percentage of share of the Bidder so selected or sister concern will be debarred from participation in the execution of works for which Bidder is assigned the Project Management Consultancy services by the Corporation.
- 5.19 The bidder shall provide all requisite details along with the bid in the required formats in which the details have been asked for. The successful bidder shall also ensure minimum number, qualification & experience of key technical personnels for deployment as specified under annexure-V & V(a) for Office building & for Residential building respectively.
- 5.20 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "nil" or "no such case" entry should be made in that column. If any particular query is not applicable in case of the bidders, it should be stated as "not applicable". The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bidder being summarily disqualified.
- 5.21 All certificates/ attachments should be signed by an Authorized officer of the organization.
- 5.22 The bidders may furnish any additional information, which they think is necessary to establish their capability to successfully complete the envisaged work. The, bidders are, however, advised not to furnish superfluous information. No information shall be entertained after submission of the RFP document unless the Corporation calls for it.
- 5.23 Any information, furnished by the bidder, if found to be incorrect either immediately or at a later date, would render the bid to be summarily rejected.
- 5.24 **Performance Bank Guarantee:** The bidder whose bid is accepted shall provide a bank guarantee within 15 days of signing the contract agreement from a Nationalized Bank or any schedule bank in India as per the format given in Annexure-“II” appended herewith for an amount equal to 5% (five percent) of the consultancy fees by way of guarantee for the due and faithful performance of the contract along with the other terms and conditions agreed to. Performance guarantee shall remain valid till 90 days beyond the completion of defect liability period of 'Works Contracts' or settlement of all accounts of contractors, all CTE / Audit observations and all arbitration cases, whichever is later subject to various clauses of this document.

Performance bank guarantee shall be released 90 days after the completion of defect liability period of 'Works Contracts' or settlement of all accounts of contractors, all CTE / Audit observations and all arbitration cases, whichever is later subject to various clauses of this document. Provided always that the Corporation shall be entitled to retain, set off, deduct or adjust any claim against the consultant from the money deposited with or becoming payable by the Corporation. No interest shall, however be payable on the security deposit. The bank guarantee shall be returned to the consultant without any interest on presentation of an absolute “No Demand Certificate” from the REC.

- 5.25 **Security deposit:** A sum at the rate of 5% of the gross amount of each running bill shall be deducted as security deposit. The earnest money deposited at the time of

submission of RFP documents shall be adjusted towards security deposit from the 1st running account bill onwards. The security deposit shall be returned to the Consultant after 60 days of completion of the Project.

6.0 Submission of Bid:

6.1 Tender shall be submitted in a sealed cover Superscribing “Tender for PMC” and shall contain three (for bidders choosing to bid for only one project) or four (for bidders choosing to bid for both the projects) separate sealed envelopes super scribed as Envelope-I, Envelope-II Envelope-III & Envelope-IV

Envelope-I shall contain the Bank DD/Banker’s cheque against the Earnest Money as the case may be depending upon the bidding for one project OR both projects..

Envelope-II (Technical Bid) shall contain document & documents pertaining to qualifying criteria including technical and commercial terms and conditions as under and the detailed information as per formats mentioned in the RFP Documents may be submitted in this envelope.

Envelope-III shall contain the “Financial Bid for PMC of REC World Hq Project”.

Envelope-IV shall contain the “Financial Bid for PMC of REC Township Project”.

The rates shall be quoted by the firm in PERCENTAGE (%) OF TOTAL PROJECT COST separately for each project both in figure & in words.

Bidders may choose to apply for one or both the projects. EMD shall be Rs. Rs. 1,40,000/- for REC World Hq and of Rs. 2,00,000/- for REC Township project. In case bidder choose to bid for both the projects total earnest money shall be Rs. 3,40,000/-.

The Envelope-I of the bid and the Envelope-II of those who have submitted EMD in Envelope-I will be opened on the same day in the presence of the bidders or their representatives who choose to remain present. Envelope-III & IV containing Price Bid will be opened at a later date. Information of opening of price bid (Envelope-III / IV) will be sent/given to all of the eligible bidders.

The bid as per the 'Request for Proposal' document shall be submitted in sealed envelopes as under through a letter of transmittal attached as Annexure III along with an undertaking attached as Annexure III(a).

6.1.1 Bids shall be received by the employer at the address specified above not later than 3.00p.m. on 08 Oct 2007. In the event of the specified date for the submission of bids being declared a holiday by the REC, the bids shall be received upto the appointed time on the next working day.

6.1.2 REC reserves the right to extend the deadline for submission of bids by issuing an amendment in which case all rights and obligation of the Corporation and the

bidders previously subject to the original deadline will then be subject to the new deadline.

6.1.3 Late bids

Any bids received after the due date & time of receipt shall be returned unopened to the bidder.

6.1.4 Modification and withdrawal of Bids.

- i) Bidders may modify or withdraw their bids by giving notice in writing before the deadline as fixed by REC.
- ii) Each bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with clause 6.0 with the outer and inner envelopes additionally marked "Modification or Withdrawal" as appropriate.
- iii) No bid may be modified after the deadline for submission of Bids.
- iv) Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity may result in the forfeiture of the EMD.

6.2 Technical Bid:

The sealed envelope-II marked "Technical bid" should contain the 'Request for Proposal' document and each paper duly signed by the authorized signatory alongwith the following Annexure duly filled, signed by authorized signatory and supported by documentary proofs wherever required.

- a) Experience in executing similar projects during last seven years (Annexure-IV & IV(a)).
- b) Number, qualification & experience of key technical personnels to be deployed for each project (Annexure-V& V(a)).
- c) Details of cost overrun of similar projects (if any) during the last five years (Annexure-VI).
- d) Details of time overrun of similar projects (if any) during the last five years (Annexure-VII).
- e) Details of projects abandoned during the last five years (Annexure-VIII).
- f) Details of projects under arbitration during the last seven five years (Annexure-IX).
- g) Performance certificate (Annexure-X&X(a)).
- h) Consultancy Turnover during the last three years (Annexure-XI).
- i) Details of personnel available with organization (Annexure-XII)
- j) Brief Profile and structure of organization.
- k) Copy of ISO-9001 certification with validity, if any.

6.3 Earnest Money:

A separate envelope-I containing **earnest money of Rs. 1,40,000/- for REC World Hq and of Rs. 2,00,000/- for REC Township project** in the shape of demand draft / pay order drawn in favour of Rural Electrification Corporation Ltd. and payable at New Delhi. If the bid is not accompanied by the prescribed earnest money or if the earnest money attached with the bid is not in order, then the said bid shall be liable to be summarily rejected. **Bidders may choose to apply for one or both the projects. In case bidder choose to bid for both the projects total earnest money shall be Rs. 3,40,000/-.**

6.4 Financial Bid:

Financial bid shall be quoted as per annexure-A & B separately for each project.

The rates shall be quoted by the firm in **PERCENTAGE (%) OF TOTAL PROJECT COST** both in figure & in words.

Envelope-III shall contain the financial bid for the REC World Hq Project in Annexure-A and shall be marked as “Financial Bid for PMC of REC World Hq Project”.

Envelope-IV shall contain the financial bid for the REC Township Project in Annexure-B and shall be marked as “Financial Bid for PMC of REC Township Project”.

Both the third & fourth envelope shall contain the quoted consultancy charges for PMC services in Annexure-A & B respectively duly signed by the Authorized Signatory. The consultancy charges should be written legibly in words as well as in figures.

- 6.5** All the above-mentioned **Three/ Four sealed envelopes** shall then be placed in another sealed envelope marked '**Bid for Project Management Consultancy for REC's World Headquarters and/or Residential Complex at Gurgaon** ' and addressed to General Manager(Admn.), Rural Electrification Corporation, Core-4, SCOPE Complex, 7 Lodhi Road, New Delhi 110003.

7.0 Evaluation Criteria:

- 7.1** The evaluation criteria for selection of consultant will be on the basis of financial bids of the technically qualified bidders.

Even though applicants may satisfy the eligibility requirements, they are subject to be disqualified if they have:

- a) Made misleading or false representation in the Annexure statements and enclosures required in the 'Technical Bid.'
- b) Records of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses.

The REC shall notify those consultants whose bids did not meet the qualifying criteria and their Financial bids will be returned unopened after completing the selection process. The REC shall also notify the consultants that have been technically qualified, indicating the date and time set for opening the financial bids.

7.2 Financial Evaluation:

The Corporation at an appointed place and time will open the 'financial Bids' of all the Bidders who have qualified technically and work may be awarded to the lowest bidder.

8.0 Details of the Services:

8.1 The Employer's Representative:

To administer the contracts under the project, the Corporation will be the Employer. On behalf of the Employer, its Executive Director (Admn.) will be incharge of the

Project. The Executive Director(Admn.) or any other officer nominated by Corporation will act on behalf of the Employer and will monitor and appraise the work performance of the Project Management Consultant and make contract management decisions. The Employer reserves the right to inspect the works i.e. activities in pre construction phase, construction phase, post construction phase etc. being supervised by the Consultant and to check the records/documentation/reports/deployment of manpower etc. pertaining to the site at any time. However, deployment of Corporation's own supervisory staff shall not absolve Consultant of any of its responsibilities as defined in this document.

8.2 Scope of the Services of Project Management Consultant

The services required to be provided by the consultant shall be as detailed in para 8.6 hereafter.

The Project Management Consultant shall act as 'Engineer-in-Charge' for the Project in terms of the conditions of Works Contract, although the contract will be signed by the Corporation with the contractor. As Engineer-in-Charge, the Project Management Consultant will facilitate REC in appointing of Contractor for timely execution/completion of the projects based on functional requirement of REC. In addition to this PMC shall also administer the Works Contract and ensure that the contract clauses whether related to quality or quantities of work are respected and the works are executed in accordance with its provisions. The Consultant will supervise the construction work to ensure adherence to the drawings, prescribed high standards of quality and timely completion of the project and verify and certify the contractor's bills and monitor the progress of the work. PMC will also provide regular inputs to REC,s nominated officer regarding monitoring of the project(s). Consultant will make all engineering decisions including necessary correspondence with contractors required for the successful and timely implementation of the Project. Consultant will ensure adherence to relevant HUDA norms, CPWD specifications, BIS codes, environment and other regulatory requirements and will also ensure observance of all formalities/ documents/ day to day activities as defined in CPWD Works Manual for execution of 'Works Contract' and as directed by Corporation form time to time. Consultant will perform the function as 'Engineer-in-Charge' as enumerated in the Works Contract with the exception of the following for which consultant will seek prior approval of the Corporation:

- a) Issuing/approving variation orders which have financial implications, except in emergency situation as reasonably determined by the Project Management Consultant;
- b) Approving rates for new items of work or for existing items of work which deviate in quantities beyond the limits defined in the contract;
- c) Approving the extension of time of completion of the works stipulated in the construction contracts.

8.3 The Corporation may at its discretion, hire the services of an independent agency for quality audit for checking and ensuring the quality of construction to which the consultant will render due assistance in discharge of their duties.

- 8.4 The construction work is open to technical/quality audit by any authorized Government agency to which the consultant will render assistance in discharge of their duties.
- 8.5 The CV's of the key personnel asked for under the RFP document are for the purpose of assessing the quality of manpower available with the consultant for deployment in the project for various functions. The actual number of technical personnel to be deployed and the deployment schedule shall be prepared by the consultant and mutually agreed upon after award of work. This schedule shall be prepared in a manner that all the functions required to be performed by the consultant as per the scope of their work detailed in para 8.8 below, are performed completely and efficiently. The deployment schedule shall be reviewed from time to time and necessary revisions / adjustments shall be made in the schedule as may be found necessary on the basis of joint assessment of the site requirements by the Corporation and the consultant. The schedule of minimum number, qualification & experience of key technical personnels to be deployed are specified under annexure-V & V(a) for Office building & for Residential building respectively. The decision of the Corporation, however, shall be final in this regard.
- 8.6 The consultant shall be responsible for complete management and construction supervision of all the activities of both the projects as detailed below:

(a) Pre-construction Phase

- (i) Discussions with client and finalization of detailed project brief including line plan illustrating the client's requirements.
- (ii) Preparing detailed PERT/CPM charts.
- (iii) Analysis for the various project related activities with reference to time frame, resource allocation & scheduling using latest techniques and software as approved by the Corporation.
- (iv) Cash flow chart.
- (v) Checking of the Architectural, structural, services and all other drawings to ensure their completeness/correctness.
- (vi) Checking of the cost estimate prepared & submitted by the Architect for approval of the corporation.
- (vii) Finalization of project packages and pre-qualification of execution agencies including inviting applications after fixing pre-qualification criteria in consultation and with the approval of the corporation by giving due weightage to aspects of relevant experience, capability, performance, turnover and financial capability etc. Evaluating the application and giving recommendation to the corporation on the panel of pre-qualified contractors.
- (viii) Preparing tender documents, calling tender for construction for the various packages and evaluating the tender received, including working out justified rates and giving recommendations to the corporation on the tender considered most acceptable keeping in-view all the relevant aspects.
- (ix) Provide all help and assistance to client to decide on selection of contractor(s) and on selection prepare draft Letter of Acceptance and get

issued to contractor(s).

(b) Construction Phase:

Consultant shall provide Construction Management Services from the start of construction upto commissioning and handing over of the project to the client for use. It shall also be the responsibility of the consultant to liaise and co-ordinate with various agencies for smooth execution of the project. Responsibilities of Project Management Consultant for construction stage shall, inter-alia, be as under:

- (i) Assemble multi-disciplinary construction management team as approved by REC and have preliminary interaction with the contractor's Project Team on behalf of the corporation to initiate all preliminary actions and mobilization.
- (ii) Check and finalise contractor's detailed programme of activities commensurate with the Tender provisions.
- (iii) Check and approve all contractors, sub-contractors and agencies for carrying out the works.
- (iv) Organise and arrange signing of Contract between Client and Contractors.
- (v) Keep a check on conformity of the work with the specified functional requirements of REC, monitor the progress of the work, and bring to the notice of REC any lapses/ deviations in the progress/ quality of work.
- (vi) Provide full time supervision of the construction work at site to the best intents of Drawings, Specifications and contract documents by deploying suitable mutually agreed personnel as per agreed schedule.
- (vii) Checking fabrication drawings, bar-bending schedules and all other Architectural/Structural details during construction.
- (viii) Provide effective coordination between various agencies working at the site and the Architects to ensure timely availability of the inputs required for un-interrupted construction at site all in accordance with agreed programme of the activities.
- (ix) Maintain constant monitoring the progress of construction on the basis of Quality, Time and Cost parameters using latest techniques and software and take timely action to correct matters.
- (x) Rendering timely advice for implementing special measures for effecting cost/quality/time benefit for the project.
- (xi) Obtain approved "issued for construction" drawings from Architect as per agreed schedule and issue to contractor.
- (xii) Liaise with Architect and client and provide all necessary clarification and additional drawings and sketches to the Contractor(s) after obtaining those from the Architect.
- (xiii) Check and inspect testing of materials and work as required. If so required, testing and checking of manufactured items have to be carried out at the manufacturer's factory as per provision in the Contract.
- (xiv) Drawing up and putting in place a Quality Assurance Plan as well as a Safety Assurance Plan along with an appropriate and efficient mechanism to ensure their effective implementation at site.
- (xv) Checking and Certification of contractors running and final bills of the works executed for the purpose of payment to be released to the construction agencies.

- (xvi) Review & recommend rates for new items of work or for existing items of work which deviate in quantities beyond the limits defined in the contract for the approval of the client.
- (xvii) Provide contract administration services of all Contract Agreements and devising a suitable dispute - resolution mechanism to facilitate a quick and amicable settlement of disputes, if any.
- (xviii) To reply and settle the observations/objections/ paras (if any) of the Chief Technical Examiner, Audit or any other checking / investigating agency of the Govt.
- (xix) Final inspection, snagging, supervision of testing and commissioning of various systems and assisting the Corporation in taking over of various parts of works and of various systems.
- (xx) Generate and submit to the client time-to-time progress reports in the agreed formats and at the agreed frequency. For this all the necessary data relevant to the execution of work including materials brought and consumed at site, hindrances if any, records of daily labour deployed etc. shall be maintained.
- (xxi) Consultant shall also apprise the Corporation of the progress and/or activities of the project on weekly/fortnightly/ monthly basis as deemed fit by REC by preparing and submitting monitoring reports. The report shall inter-alia include the following:
 - (a) Name of Project, Client, Project Management Consultant, Architect and Contractor
 - (b) Scope of Works of Contractor
 - (c) Time Schedule/Actual
 - (i) Date of Commencement
 - (ii) Date of Completion
 - (h) Major Issues and Decisions Pending
 - (i) Drawings Constraints (if any)
 - (ii) Site Constraints (if any)
 - (iii) Equipment Constraints (if any)
 - (i) Status of Progress of Work
 - (i) Cash Flow Chart
 - (ii) L.O.B. Chart
 - (iii) Bar Chart
 - (j) Areas of Concern
 - (k) List of Registers Maintained by PMC
 - (l) Labour Deployment Chart
 - (m) List of Equipment Mobilised at Site
 - (n) Materials at Site
 - (o) Personnel at Site
 - (p) Status of Payment to Contractor
 - (q) Quality of Material / Tests
 - (r) Cost Split Up of the Package
 - (s) Photographs of the Site
 - (t) Site Order Book
 - (u) Visitor's Site Inspection

(c) Post Construction phase

During this phase, the activities are likely to be as under:

- (i) Settlement of all accounts of the contractors.
- (ii) Reconciliation of materials supplied to the contractors, if any
- (iii) Ensuring rectification of defects by the respective contractors during their liability periods.
- (iv) Preparation of Completion Report which shall contain all technical and financial information of the project.
- (v) Settling the Audit /CTE's Observations and Arbitration cases etc, if any.
- (vi) Provide all documents / reports / statements of facts / counter statements of facts for settling Audit / CTE's observations and arbitration cases etc. including attending the hearings as and when required by the Corporation and providing necessary support as may be required by the Corporation from time to time.

Any consultancy activity not specifically mentioned below but required to complete the project is deemed to be included in the scope of work.

9.0 Execution of Assignment by PMC

- 9.1 To ensure proper performance of all activities regarding construction of the projects, the Consultant shall have his office at or near the Projects site and shall have the required dedicated personnel stationed there after the approval of Corporation so that they are available for interaction all the time. No site personnel shall be transferred/withdrawn without the consent of the client. Similarly prior to induction new personnel on the Project site, the approval of Corporation shall be obtained.
- 9.2 Consultant shall review the strategic planning and time management of the project from time to time. This will consist of continuous appraisal and revision of the framework of the project and the project process as and when required so as achieving the desired objective in most efficient and economical manner.
- 9.3 The Consultant shall exercise all reasonable skill, care and diligence in the discharge of his responsibilities and shall exercise such superintendence and inspection to ensure that the works are carried out in conformity with the contract provisions.
- 9.4 The consultant shall ensure that the works are completed in all manners as per the quality, standard and within the budgeted cost & time. Failure to adhere to the completion date of works at any of the site of work shall entail imposition of Penalty on the Consultant as contained in the General Conditions of Agreement.

10.0 General Conditions of Agreement

10.1 Force-Majeure

- i) In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the party affected by such force majeure shall be treated as suspended for the period during which such force majeure clause lasts.
- ii) For the purpose of this agreement, force majeure shall only include, wars, insurrections, riots, earthquakes, storms, floods (excluding due to monsoon), explosion or fires not caused by negligence, lightning, acts of God, epidemics or the public enemy which is of such nature as to delay, curtail or prevent timely action by either party.

- iii) Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable, as aforesaid, thereby shall notify the other party in writing by registered notice within 72 (seventy two) hours of the alleged beginning and ending thereof. The Notice shall be followed by a Certificate from local Chamber of Commerce or the Statutory Authority as satisfactory evidence in support of the claim within 15 days of occurrence and cessation of such Force Majeure conditions.
- iv) Time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such causes lasts.
- v) If works are suspended due to the force majeure conditions lasting for more than two months, the corporation shall have the option of canceling this Contract in whole or part thereof, at its discretion. In that case, PMC fee shall be paid on the basis of work done upto the date from which work is being suspended. Payments made up to the date from which work is being suspended shall be adjusted accordingly.

10.2 Liquidated Damages

10.2.1 The time allowed for execution and completion of work or part of works as specified above in Clause 5.3, shall be essence of Contract on part of the Project Consultant.

10.2.2 The amount of liquidated damages under this agreement shall not exceed 10% of the total fee payable to the Project Consultant.

10.2.3 The liquidated damages shall be applicable as detailed hereunder:

- (a) If the Services are not completed as per schedule specified under this Agreement in Clause 5.3(a) & 5.3(b), the Project Consultant may be liable to pay 0.50% of the total fee payable of the Services for delay of each week or part thereof.
- (b) If the services delivered are not acceptable to the Client, the Client may levy an amount equal to 0.50% of the total fee payable for the Services or as may be determined by the Client at that time as Liquidated Damages.
- (c) If the agreement is terminated pursuant to Clause 10.5, the REC may levy liquidated damages of an amount equal to 10% of the total value of fee payable to the Project Consultant or as may be determined by REC at the time of termination.

10.2.4 The amount of liquidated damages shall be recovered from the payment due to the Project Consultant and or the performance security, as the CLIENT may decide.

10.2.5 The recovery of such damages shall not relieve the Project Consultant from his obligation to complete the work or from any other obligation and liability under the contract.

10.2.6 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 Party was unable to perform such action as a result of Force Majeure.

10.3 In case of delay due to reason beyond control of Project Consultant, suitable extension of time will be granted.

10.4 Suspension

The Corporation may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligation under this contract, including the carrying out of the services, provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the Consultant to remedy such failure within a period not exceeding seven days of such notice of suspension.

10.5 Termination

10.5.1 Subject to other provisions contained in this clause, the Corporation may, without prejudice to its any other rights or remedy against the Consultant in respect of any delay, abandonment, inferior quality or work, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- (i) If the consultant, having been given by the Corporation a notice in writing that the work is being performed inefficiently or quality checks are not being made or otherwise in improper or unworkmanlike manner, shall omit to comply with the requirement of such notice within a period of seven days thereafter.
- (ii) If the consultant being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a manager or which entitle the court to make it winding up order.
- (iii) If the Consultant persistently neglects his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Corporation.
- (iv) When the Consultant has made himself liable for action under any of the cases aforesaid, the Corporation shall have powers:
 - (a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the Consultant under the hand of the Corporation shall be conclusive evidence). Upon such determination or rescission the full security deposit and performance bank guarantee recoverable under the contract shall be liable to be absolutely at the disposal of the Corporation.
 - (b) To appoint another Consultant to provide PMC services to complete the project/projects in which case any expenses which may be incurred in excess of the sum which would have been paid to the original consultant if the whole work had been executed by him (of the amount for which the certificate in writing of the Corporation shall be final and conclusive) shall be borne and paid by the original consultant and may be taken from any money due to him by the Corporation under the present contract or any other account whatsoever or from his security deposit or performance bank

guarantee or the proceeds of sales thereof or a sufficient part thereof as the case may be. If the expenses incurred by the department are less than the amount payable to the consultant at his agreement rates, the difference shall not be paid to the consultant.

In the event of anyone or more of the above courses being adopted by the Corporation the Consultant shall have no claim to compensation or any loss sustained by him by reasons of his having spent money or entered into agreement or made any advances on account of or with a view to execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid the consultant shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Corporation has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

10.5.2 Upon termination of the assignment for any reason whatsoever the Consultant shall deliver within 30 days to the Corporation all drawings, designs and documents received or prepared by the consultant under or pursuant to or as a result of this agreement from anyone connected with the projects.

10.5.3 In the event of termination of the agreement, the Consultant shall be obliged to withdraw from the site(s) along with his personnel, equipment etc. within 15 days of such termination. Failing which losses or damages, which may be suffered by the client on account of non-withdrawal from the site(s) shall be to the account of Consultant.

10.6 Guarantee and Liabilities

10.6.1 The Consultant guarantees that the services as specified/described under the scope of the Consultant in this agreement, and technical documents to be developed by the Consultant shall be in accordance with the sound and established engineering practices, using Indian Codes and Regulations and wherever applicable, International Standards, for the purpose(s) specified, free from defects and suitable for respective uses intended.

10.6.2 The Consultant shall be liable to client for the performance of services in accordance with the provision of this agreement and for the loss suffered by client as a result of default of the Consultant in such performance.

10.7 Government Levies

Consultancy fee shall be all-inclusive except Service Tax as applicable on Consultant from time to time. The consultant is required to submit the proof of depositing the service tax with the concerned Government department. Consultant shall provide Service Tax Registration Number.

10.8 Insurance

During the performance of services hereunder, Consultant, at his own cost, shall take out, carry and maintain insurance as applicable from the list below:

- 10.8.1 Workman's compensation insurance, covering all employees of Consultant for statutory benefits as set out and required by local law in the area of operation or area in which Consultant may become legally obliged to pay benefits for bodily injury or death.
- 10.8.2 Insurance against fire, theft, damages and loss of all property owned by Consultant at the construction site.
- 10.8.3 Group Personnel Accident Insurance covering Consultant's employees not otherwise already covered under para 10.8.1 above, operating from the site as per Consultant's established practices.
- 10.8.4 Any other insurance cover which may be required to be taken under the law or on any other account.
- 10.8.5 Statutory Obligations: All the statutory obligations under any of the Act in force, shall be the sole responsibility of PMC in respect of staff deployed by them.

10.9 Indemnity

- 10.9.1 The consultant shall indemnify the Client and be responsible for paying damages to the Client for any loss suffered by the Client on account of negligence, incompetence, carelessness or any other cause on the part of Consultant, his employees, associates, sub-consultants, implementing agencies etc while undertaking any or all of the works.
- 10.9.2 The Consultant shall hold harmless and also indemnify Client and its agents, against any claim or liability because of personal injury including death of any employee of Consultant and arising out of or in consequence of the performance of this agreement. The Client shall not be responsible for any loss or damage to property of any kind belonging to Consultant or its employees, servants or agents.

10.10 Patents

No patented or patent pending articles, methods, or devices shall be used or supplied in connection with the work or incorporated in the work without the prior written approval of the Corporation if the terms of purchase involve or require the payment of license fee or royalty in addition to the purchase price, and do not contain patent indemnification in a form satisfactory to the Corporation.

Consultant shall indemnify and hold Client harmless from all costs, damages, and expenses arising out of any claim, action or suit brought against Client by third parties in respect of any infringement of any patent or registered design or any similar rights resulting from the use of any technical information, data or process or design belonging to Consultant and furnished to client.

10.11 Additional Services

The consultant shall make available, on the Corporation's written request, such additional services in addition to those described in this agreement and on such terms and conditions as may be mutually agreed upon between the Corporation and the consultant.

10.12 Changes and Additions

The client shall have the right to request consultant in writing to make any changes, modification, and/or additions within the design and broad scope to consultant's scope of services. The consultant shall on such written requests carry out the consequential work on account of such changes/modifications or addendum etc without any additional payment from the client.

10.13 Assignment

The assignment shall not be transferred or assigned in whole or part by the consultant without prior written approval of the Corporation to any person / company.

10.14 Effective Date of Agreement

This agreement shall be deemed to have become effective from the 10th day of issue of award letter.

10.15 Co-operation between Parties

The Corporation shall nominate an officer to represent it for the purpose of this agreement, and the name, designation, and address of the officer so nominated shall be intimated to the consultant. Similarly, the consultant will nominate and intimate in writing particulars of an officer to represent it. It is, however, understood and agreed to by and between the parties hereto that the parties shall work in close co-operation with each other at all times in order to ensure timely completion of the project.

10.16 Amicable Settlement

The parties shall use their best efforts to settle amicably all the disputes arising out of or in connection with this contract or the interpretation thereof.

10.17 Dispute Settlement and Arbitration

Any dispute between the parties as to matters arising pursuant to this contract which can not be settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement, will be referred to CMD of REC who may act as the sole arbitrator or may appoint any competent person for settling the said dispute. The arbitration proceedings shall be held at Delhi. All disputes are subject to the courts at Delhi. The Arbitrator will give the reasoned award. Pending the arbitration, the party will not be entitled to pendentilite interest.

In case the consultant is Public Sector Enterprise(s) or Government Department(s) all disputes shall be settled through Permanent Machinery of Arbitration (PMA) in the Department of Public Enterprises.

The services under this agreement shall be continued during the arbitration / court proceedings, unless otherwise agreed in writing by parties or unless it is proved that the services cannot possibly be continued during the arbitration proceedings.

10.18 Fore-Closure of Contract Due to Abandonment

At any time after acceptance of the bid, should the Corporation decide to abandon or

reduce the scope of the work for any reason whatsoever and hence not require the whole or any part of the works to be carried out under this contract, the Corporation shall give notice in writing to that effect to the consultant and the consultant shall act accordingly in the matter. The consultant shall have no claim to any payment of compensation or other-wise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

In case of abandonment, PMC fee shall be paid on the basis of work done upto the date of abandonment. Payments made up to the date of abandonment shall be adjusted accordingly.

11.0 Payment

The client shall in consideration of the services performed pay to PMC the Consultancy charges as agreed between the parties including all staff cost, associate consultants/sub consultants cost(if any), printing, communication, travel, accommodation and any other cost incurred by the PMC in carrying out the services(i.e. all inclusive). The client will pay Service Tax as applicable over & above PMC consultancy fee. A sum @ 5% on all payment shall be retained as security deposit.

Consultancy fee shall be arrived by taking the initial estimated approved project cost (by REC) into consideration for the purpose of making payment to the PMC. In case there is a difference between initial estimated approved project cost and the actual project cost, the total payment shall be made as per actual project cost. Excess payment, if any, shall be adjusted from the future payment.

The amount shall be payable in Indian Rupees as per the following schedule:

Sr. No.	Stage Payment		Cumulative payment
1.	On completion of services as per item no. 8.6(a) i, ii, iii & iv	5%	5%
2.	On completion of services as per item no 8.6(a) v & vi	5%	10%
3	On completion of services as per item no 8.6(a) vii, viii & ix	15%	25%
4	65% of the fees pro rata linked with the payment made to the various contractors on monthly/quarterly basis	65%	90%
5	On issue of completion certificate	10%	100%

- 11.1 If, the projects are not completed as per schedule of the period of contract due to fault of the PMC. The services of PMC shall automatically extended till completion of the projects at the same terms & conditions, without prejudice to any other rights of the corporation and without any change in the consultancy charges.

However, if the project completion date has to be extended due to no fault of the Consultant, additional fees shall be paid to the Consultant proportionate to the quantum of extension.

12.0 ANNEXURES

REC World Headquarters: Tentative Space Requirement for Officials/Staff

S.No.	Designation/ Organizational officials	No.	Space Required (sq.ft)	Separate Cabin required or not	Total Space Requirement (Sq.ft.)
1	CMD and his Secretariat	1	1500	Yes	1500
2	Functional Directors/CVO	5	800	Yes	4000
3	Executive Directors	8	600	Yes	4800
4	General Managers	16	400	Yes	6400
5	Chief	20	350	Yes	7000
6	Joint Chief	20	300	Yes	6000
7	Dy. Chief	30	150	Yes	4500
8	DD/ACAO/DPE	60	100	No	6000
9	AD/Sr.AO/APE	60	80	No	4800
10	SO/AO	100	80	No	8000
11	Staff	250	50	No	12500
12	Class IV Employees	80	12.5	No	1000
	Total staff	650			66500

Note:

All the above details/ requirements are tentative. The details/ requirements shall be finalized by the corporation in consultation with Architect.

Annex.-I (2/2)

REC World Headquarters: Tentative Space required for Other facilities

S.No.	Description	Number	Tentative area required(Sq.ft)
1	Board Room	1	1000
2	Pantry-board room	1	200
3	Dinning Hall-board room	1	500
4	Waiting Room-board room	1	300
5	Auditorium	1	5000
6	Reception	1	2000
7	Telephone Ext. room	1	200
8	Coop. Society office	1	250
9	Ladies common room	1	300
10	Gents common room	1	300
11	Sports/recreation room	1	1000
12	Doctor's room	1	150
13	Waiting room for patient	1	100
14	Officer's Association	1	250
15	Employee's Union	1	250
16	Driver's room	1	200
17	Security personnel room	1	200
18	Canteen	1	3000
19	Kitchen	1	2000
20	VIP canteen	1	500
21	Stationery Room	1	1000
22	Strong Room	1	200
23	Diary/Dispatch Room	1	300
24	Library	1	1000
25	Server room/server	1	200
26	Maint. Room	1	500
27	Conference room	1	1000
28	Conference-dining room	1	700
29	Conference room-waiting/recption room	1	400
			23000
	Space Required at each floor for:		
29	Photo copier cum documentation centre	1 on each floor	150
30	Meeting area	-do-	600
31	Visitor's area	-do-	200
32	I.T room	-do-	300
33	Store Room	-do-	200
34	Record Room	2 on each flloor	500
	Space required at each floor		2450
35	AHU	1 on each floor	as per requirement

Annex.-I(a)

Residential Accommodation (tentatively) required for Officials/Staff at REC Township at Gurgaon

S.No.	Type of House	Accommodation	Tentative Area/Flat (sq.ft.)	No of flats	Total Area (sq.ft)	Remarks
1	A	4 B-Rooms	3000	4	12000	Independent House/ Bungalow
2	B	4 B-Rooms	2500	24	60000	Flats
3	C	3 B-Rooms	2000	20	40000	-do-
4	D	3 B-Rooms	1800	200	360000	-do-
5	E	2B-Rooms	1300	12	15600	-do-
6	F	2B-Rooms	1100	150	165000	-do-
7	G	2B-Rooms	1000	10	10000	-do-
8	H	1B-Room	700	60	42000	-do-
9	I	1B-Room	600	10	6000	-do-
				490	710600	

Other Associated Facilities (tentatively) Proposed in the Township

S.No.	Description	Tentative Area (sq.ft.)
1	Guest House suits(6 no) alongwith kitchen & common room	5000
2	Community Centre alongwith associated facilities	7000
3	Dispensary	1000
4	Health Centre	4000
5	Sports Room	2000
6	Officers Club	2000
	Total	21000
	Grand total	731600

Note:

All the above details/ requirements are tentative. The details/ requirements shall be finalized by the corporation in consultation with Architect.

Performance Guarantee Forms

Bank Guarantee

(To be stamped in accordance with Stamp Act
if any, of the Country of the issuing Bank)

Bank Guarantee No.

Date

To,
[Employer's Name & Address]

Dear Sirs,

In consideration of the.... [Employer's Name]..... (Hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s.... [Contractor's Name]..... with its Registered/Head Office at..... (Hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Letter of Acceptance No. dated and the same having been acknowledged by the contractor, for [Contract sum in figures and words] for [Name of the work] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to (*)..... of the said value of the aforesaid work under the Contract to the Employer.

We..... [Name & Address of the Bank]..... having its Head Office at..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of (*) as aforesaid at any time upto..... (@) [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till[days/month/year] whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, 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 Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the

Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

- i) Our liability under this Bank Guarantee shall not exceed
- ii) This Bank Guarantee shall be valid up to
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Employer serve upon Bank a written claim or demand on or before@.....

Dated this..... Day of 200..... at.....

WITNESS

..... (Signature)	(Signature).....
..... (Name)	(Name).....
..... (Official Address) (Designation with Bank Stamp) Attorney as per Power of Attorney No. Dated.....

- Notes: 1. (*) This sum shall be five percent (5%) of the Contract Price denominated in the types and proportions of currencies.
- (@) This date will be Ninety (90) days beyond the Defects liability period as specified in the Contract.
2. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank.

LETTER OF TRANSMITTAL

From:

To,
The General Manager(Admn.)
Rural Electrification Corporation Ltd.
Core-4, Scope Complex,
7 Iodhi Road,
New Delhi-110003

Sub: Submission of Bid for Project Management Consultancy Work for Development and Construction of REC's World Headquarters at Sector-29, Gurgaon and Residential Complex at Sector-57, Gurgaon

Sir,

Having examined the details given in 'Request for Proposal' and bid document for the above work, I / We hereby submit the 'Technical Bid' along with EMD and 'financial Bid' documents and other relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed Annexures and accompanying statement are true and correct.
2. I/We have furnished all information and details necessary for Project Consulting Bidding and have no further pertinent information to supply.
3. I/We authorize Executive Director (Admn.), REC Ltd or his authorized representatives to approach the Individuals, Employees, firms, Bank and our clients to verify our competence/credentials etc
4. I/We have submitted bid for PMC for (i) REC's Office Complex (ii) Residential Complex (iii) both projects in separately sealed envelop.

(Signature, name and Designation of authorize person with
complete address of Consultancy Agency/ Organization)
(Please affix seal)

UNDERTAKING

I/We have read and examined the Request for Proposal (RFP) for Project Management Consultancy Assignment, Eligibility Criteria, Bid Conditions, Scope of Work, General Conditions of Agreement, Submission of Bid, Evaluation Criteria and all other contents appended in the RFP Documents and full cognizance taken thereof for arriving at rate tendered, contained herein my/our bid and also declare that the statements made and the information provided in the duly completed two bid offers are true and correct in every detail.

I/We agree to keep the bid open for one hundred eighty (180) days from the date of opening of technical bid and not to make any modifications in its terms and conditions and rates quoted etc.

A sum of Rs ----- is hereby forwarded in the shape of Demand Draft/Pay Order No.----- drawn on----- (name & branch of bank) as earnest money. If I/We fail to commence the work specified. I/We agree that the Rural Electrification Corporation shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the bid documents on the terms and conditions contained or referred to therein.

I/We hereby declare that I/We shall treat the bid documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the corporation.

(Signature, name and Designation of authorize person with
complete address of Consultancy Agency/ Organization)
(Please affix seal)

Date _____
Signature of Witness: _____
Name: _____
Occupation _____
Address _____

EXPERIENCE IN EXECUTING SIMILAR PROJECT IN LAST 7 YEARS
(for Office Building)

Details of the Qualifying project should be provided in the following format:-

Project Name:		Location:	
Name & Address of Client:			
Start Date:	Completion Date:	Cost of Project (in Rs.)	
Narrative Description of Project:			

- Please attach the completion certificate issued by the client for each of the project. **The project without completion certificate/performance certificate will not be considered for evaluation.**
- **The details of the qualifying project if more than one, should be submitted on the separate sheet in the above format.**

(Signature, name and Designation of authorize person
with complete address of Consultancy Agency/ Organization)
(Please affix seal)

EXPERIENCE IN EXECUTING SIMILAR PROJECT IN LAST 7 YEARS
(For Residential Building)

Details of the Qualifying project should be provided in the following format:-

Project Name:		Location:	
Name & Address of Client:			
Start Date:	Completion Date:	Cost of Project (in Rs.)	
Narrative Description of Project:			

- Please attach the completion certificate issued by the client for each of the project. **The project without completion certificate/performance certificate will not be considered for evaluation**
- **The details of the qualifying project if more than one, should be submitted on the separate sheet in the above format.**

(Signature, name and Designation of authorize person
with complete address of Consultancy Agency/ Organization)
(Please affix seal)

**NUMBER, QUALIFICATION & EXPERIENCE OF KEY TECHNICAL PERSONNELS
TO BE DEPLOYED FOR OFFICE BUILDING**

S.No	Specialist / Position	Nos
1.	Team Leader: Located at Work Site A Graduate/Postgraduate Civil Engineer from a recognized university with a minimum of 20 years or more experience with 5 years as team leader in construction of multistoried centrally air conditioned corporate/commercial/office/hotel/hospital building	1 No
2.	Architect: Located at Work Site of Consultant as may be required. A Graduate/Postgraduate Architect from a recognized university having a minimum of 15 years or more experience in construction of multistoried centrally air conditioned corporate/commercial/ office/ hotel/hospital building	1 No
3.	Planning Engineer (Civil): Located at Work Site of Consultant as may be required. A Graduate/Postgraduate Civil Engineer from a recognized university with a minimum of 10 years or more experience in construction of multistoried centrally air conditioned corporate/commercial/office/ hotel/hospital building	1No
4.	Construction Engineer (Civil) : Located at Work Site A Graduate/Postgraduate Civil Engineer from a recognized university with a minimum of 7 years or more experience in construction of multistoried centrally air conditioned corporate/commercial/office/ hotel/hospital building	2 Nos
5.	Construction Engineer (Electrical) : Located at Work Site A Graduate/Postgraduate Electrical Engineer from a recognized university with a minimum of 7 years or more experience in construction of multistoried centrally air conditioned corporate/commercial/office/ hotel/hospital building	1 Nos
6.	Construction Engineer (Mechanical) : Located at Work Site A Graduate/Postgraduate Mechanical Engineer from a recognized university with a minimum of 7 years or more experience in construction of multistoried centrally air conditioned corporate/commercial/office/ hotel/ hospital building	1 Nos
	Total	7 Nos

NOTE:-

- Bio-Data of Key Technical Personnel should be enclosed.
- Team leader and the key staff proposed to be deployed shall be regular employee of the bidder.

(Signature, name and Designation of authorize person
with complete address of Consultancy Agency/ Organization)
(Please affix seal)

**NUMBER, QUALIFICATION & EXPERIENCE OF KEY TECHNICAL PERSONNELS
TO BE DEPLOYED FOR RESIDENTIAL BUILDING**

S.No	Specialist / Position	Nos
1.	Team Leader: Located at Work Site A Graduate/Postgraduate Civil Engineer from a recognized university with a minimum of 15 years or more experience with 5 years as team leader in construction of multistoried buildings/residential complexes.	1 No
2.	Architect: Located at Work Site of Consultant as may be required. A Graduate/Postgraduate Architect from a recognized university having a minimum of 10 years or more experience in construction of multistoried buildings .	1 No
3.	Planning Engineer (Civil): Located at Work Site of Consultant as may be required. A Graduate/Postgraduate Civil Engineer from a recognized university with a minimum of 7 years or more experience in construction of multistoried buildings.	1No
4.	Construction Engineer (Civil) : Located at Work Site A Graduate/Postgraduate Civil Engineer from a recognized university with a minimum of 5 years or more experience in construction of multistoried buildings.	2 Nos
5.	Construction Engineer (Electrical) : Located at Work Site A Graduate/Postgraduate Electrical Engineer from a recognized university with a minimum of 5 years or more experience in construction of multistoried buildings.	1 Nos
	Total	6 Nos

NOTE:-

- Bio-Data of Key Technical Personnel should be enclosed.
- Team leader and the key staff proposed to be deployed shall be regular employee of the bidder.

(Signature, name and Designation of authorize person
with complete address of Consultancy Agency/ Organization)
(Please affix seal)

Annexure-VI

**DETAILS OF COST OVERRUN OF SIMILAR PROJECT INCLUDING
QUALIFYING PROJECTS FOR OFFICE & RESIDENTIAL BUILDING (IF ANY)
DURING THE LAST 5 YEARS**

(In Crore Rs.)

S. No	Name of the project & location	Name of the client	Description of work	Cost of the project		Reason of cost over run	
				As per contract	Actual	Not Attributable to Consultant (A)	Attributable to consultant (B)
1.							
2.							
3.							

(Signature, name and Designation of authorize person
with complete address of Consultancy Agency/ Organization)
(Please affix seal)

**DETAILS OF TIME OVERRUN OF SIMILAR PROJECT INCLUDING
QUALIFYING PROJECTS FOR OFFICE & RESIDENTIAL BUILDING (IF ANY)
DURING THE LAST 5 YEARS**

S. No	Name of the project & location	Name of the client	Description of work	Time of completion of project			Reason of Time over run	
				Stipulated date of start of work	Stipulated date of completion	Actual date of completion	Not Attributable to Consultant (A)	Attributable to Consultant (B)

(Signature, name and Designation of authorize person
with complete address of Consultancy Agency/ Organization)
(Please affix seal)

DETAILS OF PROJECT ABANDONED DURING THE LAST 5 YEARS

S. No	Name of the project & location	Name of the client	Description of work	Cost of the project (Rs. in Cr.)	Reason for abandoning the project	
					Not Attributable to Consultant (A)	Attributable to Consultant (B)
1						
2						
3						
4						

(Signature, name and Designation of authorize person with complete address of Consultancy Agency/ Organization)
(Please affix seal)

DETAILS OF PROJECT UNDER ARBITRATION DURING THE LAST 5 YEARS

S. No	Name of the project & location	Name of the client	Description of work	Cost of the project (Rs. in Cr.)
1				
2				
3				
4.				

(Signature, name and Designation of authorize person
with complete address of Consultancy Agency/ Organization)
(Please affix seal)

PERFORMANCE CERTIFICATES
FOR OFFICE BUILDING

S. No	Details of Building Projects *	No. of project	Performance certificates attached/not attached
1	Performance certificate in r / o executing similar building projects of highest value i.e. 56 Cr or above		
2	Performance certificate in r / o executing similar building projects of Rs. 35 crore value or above but less than Rs. 56 crore		
3	Performance certificate in r / o executing similar building projects of Rs 28 Crores value or above but less than Rs 35 Crores		

Note:

- 1. Attach the attested copy of performance certificates.**

(Signature, name and Designation of authorize person
with complete address of Consultancy Agency/ Organization)
(Please affix seal)

PERFORMANCE CERTIFICATES
FOR RESIDENTIAL BUILDING

S. No	Details of Building Projects *	No. of project	Performance certificates attached/not attached
1	Performance certificate in r / o executing similar building projects of highest value i.e. 80Cr or above		
2	Performance certificate in r / o executing similar building projects of Rs. 50 crore or above but less than Rs. 80 crore		
3	Performance certificate in r / o executing similar building projects of Rs 40 Crores value or above but less than Rs50 Crores		

Note:

- 1. Attach the attested copy of performance certificates.**

(Signature, name and Designation of authorize person
with complete address of Consultancy Agency/ Organization)
(Please affix seal)

CONSULTANCY TURNOVER & PROFIT DURING THE LAST THREE YEARS

Sr.No.	F.Y.	Turnover	Profit in Lakhs (Rs.)
1	2004-05		
2	2005-06		
3	2006-07		

- * The company/organization who is not providing exclusive PMC services, they may submit the turnover of consultancy services duly certified by Chartered Accountant, if the same is not reflected in their Profit & Loss account.

Note: Attach certified copies of audited balance sheet/ Profit & Loss account for the last 3 years.

(Signature, name and Designation of authorize person
with complete address of Consultancy Agency/ Organization)
(Please affix seal)

DETAILS OF PERSONNEL AVAILABLE WITH THE ORGANIZATION

S. No	Man power strength in the area	No of personnel available with the organization
1	Architect	
2	Design office	
3	Planning Engineer	
4	Tendering Expert	
5	Construciton site	
6	Quality control / Assurance	
7	Finance /Accounts	
	Total	

Note:

- **Number of Graduate Engineers & Diploma holder Engineers be given separately**

(Signature, name and Designation of authorize person
with complete address of Consultancy Agency/ Organization)
(Please affix seal)

FINANCIAL BID SUBMISSION FORM

Date:

From:

To:
General Manager (Admn.),
Rural Electrification Corporation Ltd.
Core-4, SCOPE Complex,
7-Lodi Road, New Delhi – 110003.

Sub: Providing Project Management Consultancy (PMC) Services for Construction & Development of “REC’s World Headquarters at Gurgaon”

Dear Sir,

In response to RFP document for the above work, we hereby quote our Consultancy Charges as under:

Description	Unit	Consultancy fee (all inclusive) but excluding Service Tax	
		In Figures	In Words
Consultancy fee all inclusive but excluding service tax for Providing Project Management Consultancy Services as per scope of work for Construction & Development of: (A) REC’s World Headquarters at I-4, City Centre, Sector-29, Gurgaon.	percentage (%) of total project cost		

(Signature, name and Designation of authorize person with complete address of Consultancy Agency/ Organization)
(Please affix seal)

(NB: Rate should be quoted in percentage (%) of total project cost. No other unit will be acceptable.)

FINANCIAL BID SUBMISSION FORM

Date:

From:

To:
General Manager (Admn.),
Rural Electrification Corporation Ltd.
Core-4, SCOPE Complex,
7-Lodi Road, New Delhi – 110003.

Sub: Providing Project Management Consultancy (PMC) Services for Construction & Development of Residential Complex at Gurgaon”

Dear Sir,

In response to RFP document for the above work, we hereby quote our Consultancy Charges as under:

Description	Unit	Consultancy fee (all inclusive) but excluding Service Tax	
		In Figures	In Words
Consultancy fee all inclusive but excluding service tax for Providing Project Management Consultancy Services as per scope of work for Construction & Development of: (B) REC’s Residential Complex at Sector-57, Gurgaon.	percentage (%) of total project cost		

(Signature, name and Designation of authorize person
with complete address of Consultancy Agency/ Organization)
(Please affix seal)

(NB: Rate should be quoted in percentage (%) of total project cost. No other unit will be acceptable.)

Ckeck list

Sr.No	Attachment	Whether attached or not
1	Annexure-IV: Details of qualifying projects including copy of completion certificate issued by client (for office building)	
2	Annexure-IV(a): Details of qualifying projects including copy of completion certificate issued by client (For Residential Township)	
3	Annexure-V: Bio Data of Key Personnel to be deployed for office building	
4	Annexure-V(a): Bio Data of Key Personnel to be deployed for Residential Township	
5	Annexure-VI: Details of cost overrun of similar projects (if any) during the last five years	
6	Annexure-VII : Details of time overrun of similar projects (if any) during the last five years	
7	Annexure-VIII:Details of projects abandoned during the last five years	
8	Annexure-IX:Details of projects under arbitration during the last five years	
9	Annexure-X : Copy of performance certificates(for office building)	
10	Annexure-X(a): Copy of performance certificates (For Residential Township)	
11	Annexure-XI: Certified copies of audited balance sheet/ Profit & Loss account for the last 5 years(for PMC work only)	
12	Annexure-XII: Details of personnel available with organization	
13	Copy of ISO-9001 certification with validity.	
14	Brief Profile and structure of organization.	
15	EMD	

Note: Please ensure that every page of the RFP document, all certificates/ attachments are signed by an Authorized officer of the organization along with the seal/stamp of the organization.

(Signature, name and Designation of authorize person
with complete address of Consultancy Agency/ Organization)
(Please affix seal)