



**RURAL ELECTRIFICATION CORPORATION LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)**

Registered Office:
Core-4, Scope Complex,
7 Lodi Road, **New Delhi-110003**
Tele 011-24363613, Fax-011-43091515

Tender No: REC/Estates/Gurgaon(WHQ)/2011/1

Invitation of Bids (Limited)
(ONLY THROUGH E-TENDERING MODE)

For

**Providing Project Management Consultancy (PMC)
Services for Construction & Development of REC World
HQ at Gurgaon (Haryana)**

The Tender document is issued to M/s: _____
Address: _____

Time schedule of various e-tender related events:

Date of Issue of limited bids	: 14/02/2011
Pre-bid meeting & briefing on e-tendering procedure	: 23/02/2011, 14:30 Hrs
Last Date & Time for bid Submission	: 14/03/2011, 11:00 Hrs
Eligibility & Technical bids Opening Date & Time	: 14/03/2011, 11:30 Hrs
EMD	: Rs. 500,000/- (Rs. Five lakh only)

The submission and opening of bids will be through e-tendering process. Tender document can be downloaded from the website www.tenderwizard.com/REC or from e-tender link given in REC Website, viz, <http://www.recindia.gov.in>

Note: To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & password. For this purpose, the bidder has to register itself with REC through TenderWizard website given above. Please also note that the bidder has to obtain digital signature token for applying in the tender. In this connection, vendor may also obtain the same from Tenderwizard. The steps to be followed for the registration process are given below:

1. Go to website <http://www.tenderwizard.com/REC>
2. Click the link ' Register Me'
3. Enter the detail about the bidder as per format.
4. Click 'Create Profile'
5. Bidder will get confirmation with Login-id and Password

Steps for application for Digital Signature from TenderWizard are given below:

1. Download the Application Form from the website <http://www.tenderwizard.com/REC>. Follow the instructions as provided.
2. In case of assistance please contact the person under contact us

NOTE: The Bidders are advised to obtain digital signature (Level 3) and register themselves at www.tenderwizard.com/REC in advance. Please note that RECL in no way held responsible if the bidder fails to apply due to non possession of Digital Signature & non registration.

**BID DOCUMENT
FOR
SELECTION OF PROJECT MANAGEMENT CONSULTANT (PMC)
FOR DEVELOPMENT & CONSTRUCTION OF REC's WORLD
HEAD QUARTER AT GURGAON**

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 12,286 crore. Presently, REC is a Schedule 'A' Public Sector Undertaking under Ministry of Power with 'Navratana' status accorded by Government of India.

Its main objective is to finance and promote rural electrification projects all over the country. It provides financial assistance to State Electricity Boards, State Government Departments and Rural Electric Cooperatives for rural electrification projects as are sponsored by them.

REC also provides loan assistance to SEBs/State Power Utilities and companies in private sector for investments in generation, transmission & distribution of electric power projects through its Corporate Office located at New Delhi and 19 field units (17 Project Offices & 2 sub offices), which are located in most of the States.

1.2 Objective

The REC is presently functioning from its office located in Core-4, Scope Complex, Lodhi Road, New Delhi. To meet its future aspiration and growing requirement, REC intends to have state-of-the-art Corporate Office Building to be named as REC World Headquarters. For this intention REC had organized Global Architect Design Competition (GADC) and selected the Architect for Construction & Development of REC World HQ Building at Gurgaon. The conceptual design of the building has been finalized.

REC, for its corporate headquarters 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.
- Creating GRIHA, Five star rating compliance building

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 REC for development and construction of its new office building with FAR (Floor Area Ratio) equal to one.

- 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.

2.0 Definitions

Unless context or consistency demands otherwise the following terms shall have the meaning assigned to them as under:

- 2.1 'Architect' shall mean the architectural firm which shall be appointed by the REC. The broad scope of services of Architect shall be preparation of concept, preliminary, detailed design and construction drawings for all disciplines including interior and landscaping design etc required for the project & approval of drawings from all statutory authorities, bill of quantities & specifications. The PMC shall co-ordinate and oversee the work of architect on behalf of REC.
- 2.2 '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.
- 2.3 '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.
- 2.4 'Contractor'/'contractors' shall mean the project implementing agency/agencies appointed by the PMC. The contractor shall directly report to the PMC in connection with execution work.
- 2.5 'Projects' shall mean REC's World Headquarters to be constructed and developed at I-4, City Center, Sector-29, Gurgaon including interior works etc.
- 2.6 'PMC' shall mean the Project Management Consultant engaged by the REC. PMC shall execute the work on behalf of the REC on deposit work basis.
- 2.7 'REC' shall mean Rural Electrification Corporation Ltd having its registered office at Core-4, SCOPE Complex, 7-Lodhi Road New Delhi-110003 and represented by its Executive Director (Estates) or his authorized representative(s).
- 2.8 '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.

- 2.9 'Services' shall mean the Project Management Consultancy services to be rendered by the PMC.
- 2.10 'Similar Project' means the work of multistoried centrally air-conditioned corporate/commercial/office/Hotel/Hospital building project executed as per qualifying criteria as PMC basis completed during the **last 4 years ending March 2010**.
- 2.11 'Works Contracts' shall mean contracts between PMC 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

REC wishes to engage the services of a Project Management Consultant (PMC) with the aim of execution and monitoring of construction of its World Headquarters on deposit work basis. For this purpose, Rural Electrification Corporation invites sealed offers in three separate covers, namely 'EMD', 'Technical Bid' and 'Financial Bid' from the bidders who have shown their interest for undertaking the Project Management Consultancy for Construction & development of REC world HQ building at Gurgaon in response to CMD, REC DO letter dated 20th Aug 2010.

4.0 Eligibility Criteria:

- 4.1.1 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 80 Cr or more during the last four years ending March 2010

or

The applicant should have acted as PMC for at least two state-of-art multistoried centrally air conditioned corporate/commercial/ office/hotel/hospital building each costing Rs 50 Cr or more during the last four years ending March 2010.

- 4.1.2 Average annual financial turnover of the bidder as PMC during the last four years should not be less than 5 crore.

The bidder should submit the successful completion certificate while claiming the experience.

5.0 Bid Conditions

- 5.1 The tentative estimated project cost of GRIHA 5 star compliance REC's World Headquarters is about Rs 100 crore excluding cost of land but includes the cost of all civil, sanitary, electrical, mechanical installations, HVAC, interior, furniture, land escaping etc.
- 5.2 The details of construction and development to be undertaken for construction and development REC's World Headquarters 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 42 months as detailed below from the effective date of agreement or till completion of work including defect liability period or settlement of all accounts of contractors, all CTE / Audit observations and all arbitration cases, whichever is later.
- | | | |
|-------|--------------------------------------|-----------|
| (i) | Time for pre-construction activities | 6 months |
| (ii) | Time for construction activities | 24 months |
| (iii) | Defects liability period | 12 months |
- 5.4 The bid shall be accompanied with **an earnest money of Rs. 500,000/- (Rs Five Lakh Only)** in the shape of demand draft / pay order issued in favour of "Rural Electrification Corporation Ltd" and payable at New Delhi. Alternatively, the earnest money can also be submitted in the form of Bank Guarantee of prescribed amount as per format given in Annexure-II of this document. 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 released/ returned after submission of Performance Bank Guarantee. No interest on the earnest money shall be payable.
- 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.
- 5.6 The 'Technical Bids' received and opened shall then be evaluated by the Evaluation Committee of REC as per the Eligibility Criteria as mentioned under clause 4.0 of this document.
- 5.7 If necessary, the bidders shall be required to give presentation before Evaluation Committee of REC for which date, time and venue will be separately intimated to the bidders individually.
- 5.8 REC 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.

- 5.9 Please note that the costs of preparing the bid and of negotiating the contract, including site visit(s) to the sites/REC, are not reimbursable.
- 5.10 REC reserves to itself the authority to reject any or all of the bids received and change the scope of the work without assigning any reason. The REC also reserves the right to itself to terminate the bidding process at any stage without assigning any reason.
- 5.11 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.
- 5.12 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.
- 5.13 The offer shall remain open for acceptance for a period of 180 days from the date of opening of '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 REC, then the REC shall, without prejudice to any other right or remedy, be at liberty to forfeit earnest money as aforesaid.
- 5.14 Bidder must ensure before submitting the bid that each and every page of the bid documents is signed by the authorized officer of the organization. The bid 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.
- 5.15 To obtain first hand information on the assignment and on the local conditions, bidders are advised to visit the site. Bidders are expected to be informed of local conditions and take these into account while preparing their bids.
- 5.16 Bidder selected by REC 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 REC.
- 5.17 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 personnel for deployment as specified under annexure-VIII.
- 5.18 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.

- 5.19 All certificates/ attachments should be signed by an Authorized officer of the organization.
- 5.20 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 bid document unless the REC calls for it.
- 5.21 Any information, furnished by the bidder, if found to be incorrect either immediately or at a later date, would render the bid liable to be summarily rejected.
- 5.22 Ensure that every page of this bid document, all forms, certificates and / attachments are signed by an Authorized officer of the organization alongwith the seal/stamp of the organization.
- 5.23 **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-“III” appended herewith for an amount equal to 10% (ten 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 after the expiry 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 REC shall be entitled to retain, set off, deduct or adjust any claim against the PMC from the money deposited with or becoming payable by the REC. The bank guarantee shall be returned to the PMC without any interest after issue of “No Demand Certificate” by REC.

6.0 Submission of Bid:

- 6.1 Bidders are hereby requested to submit their bids in the following format:-
 - 6.1.1 **EARNEST MONEY** to be sealed in a separate envelope subscribing “Earnest Money” for “Selection of PMC for construction & Development of REC World HQ at Gurgaon”.
 - 6.1.2 **TECHNICAL BID** to be submitted through online mode only on website www.tenderwizard.com/REC
 - 6.1.3 **COMMERCIAL BID** to be submitted through online mode only on website www.tenderwizard.com/REC

- 6.2 The Earnest Money envelope also subscribing due date, addressed to DGM(Estates), Rural Electrification Corporation Ltd, Core-4, SCOPE Complex, 7 Lodi Road, New Delhi –110003 shall be delivered in to the tender box marked with name of work and placed at the main reception counter, ground floor of REC Limited on or before due date & time specified in the bid.
- 6.3 Opening of Earnest Money & Technical Bids would take place simultaneously on the date & time of eligibility bid opening.
- 6.4 Technical & Commercial bids complete in all respects to be submitted online at www.tenderwizard.com/REC.
- 6.5 REC Ltd. does not own any liability if the bids are not submitted within due date and time as per requirement.
- 6.6 EMD Envelope received after the due date and time or if submitted to any other place other than that mentioned above, shall not be considered and would be liable to be rejected without assigning any reason whatsoever. REC shall not be responsible for late receipt of the EMD Envelope submitted by any Bidder. The bidders may depute their authorized representatives at the time of opening of the bid.
- 6.7 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 REC and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 6.8 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.

6.9 **Documents to be enclosed offline & online:**

6.9.1 Earnest Money of Rs. 500,000/- : (Though offline mode)

Demand Draft/pay order of required amount of Earnest Money issued in favour of “Rural Electrification Corporation Limited” payable at Delhi required to be placed. Alternatively, the earnest money can also be submitted in the form of Bank Guarantee of prescribed amount as per format given in Annexure-II of this bid document. Following information should be marked on the face of the sealed envelope:

Name of Party.....

Tender No.....

Earnest Money Amount.....Issuing Bank..... Date.....

6.9.2 Technical Bid (online mode only):

Scanned images of the following Documents (a to f) (preferably in pdf format) duly filled and signed by the Authorized Signatory to be uploaded with the on-line Technical Bid (these documents need not be digitally signed):

- a. Letter of Transmittal (as per format given in Annexure-IV)
- b. Undertaking (As per the format given in Annexure – V)
- c. Complete bid document as a token of acceptance of Terms & Conditions & scope of services etc (Page No. 3-27 of bid document)
- d. Documents required as Per “Eligibility Criteria” and as mentioned in Annexure-VI & Annexure-VII.
- e. Details of Key technical Persons likely to be located at work site for executing REC World HQ Building at Gurgaon (as per format given in Annexure-VIII)
- f. Details of Persons available with the organization (as per format given in Annexure-IX)

Information regarding the following shall be filled in the technical sheet on the Corporation e-tendering site i.e. www.tenderwizard.com/REC:

- g. Details of similar projects completed required as per eligibility criteria clause no. 4.1.1 of bid document.
- h. Consultancy Turnover as PMC during last four year required as per eligibility criteria clause no. 4.1.2 of bid document .

6.9.3 Commercial Bid (online mode only) : commercial bid shall be filled in the cost sheet on the Corporation e-tendering site i.e. www.tenderwizard.com/REC.

6.10 Commercial Bid:

The consultancy charges all inclusive but excluding service tax for Providing Project Management Consultancy Services without architectural services as per scope of work for Construction & Development of REC’s World Headquarters at I-4, City Centre, Sector-29, Gurgaon shall be quoted by the bidder in **PERCENTAGE (%) OF TOTAL AWARDED PROJECT COST (excluding of land cost & PMC charges)** both in figure & in words duly signed by the Authorized Signatory. REC is in the process of appointing Architect, who shall be paid as per terms & condition of agreement with Architect. Therefore PMC services shall not include Architectural Services.

REC shall reimburse/ pay all expenditure related to obtaining statutory clearances of the project as per actual including registration charges (if any) for GRIHA rating building with concerned authority.

IMPORTANT: Please note that the consultancy charges will be limited to the quoted percentage (by the successful bidder) of total

awarded contract project cost only and no agency charges will be paid on account of escalation or increase in cost due to any other reason. Service tax as applicable shall be paid extra.

7.0 Evaluation Criteria:

The selection of PMC will be on the basis of financial bids of the technically qualified bidders.

The REC shall notify those bidders 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.

7.1 Financial Evaluation:

The REC 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 Responsibility of REC:

The services to be provided by the REC 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.
- Make all required payments to the PMC, Architect and Contractors appointed by PMC in accordance with the terms of their individual contract.

On behalf of REC, its Executive Director (Estates) will be in charge of the Project. The Executive Director (Estates) or any other officer nominated by REC will act on behalf of the REC and will monitor and appraise the work performance of the Project Management Consultant and make contract management decisions. The REC reserves the right to inspect the works i.e. activities in pre-construction phase, construction phase, post construction phase etc. being supervised by the PMC and to check the records/documentation/reports/ deployment of manpower etc. pertaining to the site at any time. However, deployment of REC's own supervisory staff shall not absolve PMC 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 PMC shall be as detailed in para 8.6 hereafter. The work shall be executed on the basis of deposit work. The Project Management Consultant shall act as 'Engineer-in-Charge' for the Project in terms of the conditions of Works Contract.

As Engineer-in-Charge, the Project Management Consultant will award the work to the Contractor for timely execution/completion of the projects based on functional requirement of REC after approval 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 PMC 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 progress of the project. PMC will make all engineering decisions including necessary correspondence with contractors required for the successful and timely implementation of the Project. PMC will ensure adherence to relevant HUDA norms, CPWD specifications, BIS codes, CVC guidelines, 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 REC from time to time. Building shall be ECBC, energy efficient and GRIHA 5 Star compliant. PMC will perform the function as 'Engineer-in-Charge' as enumerated in the Works Contract with the exception of the following for which PMC will seek prior approval of the REC:

- 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 REC 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 PMC 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 PMC will render assistance in discharge of their duties.
- 8.5 The project shall be headed by the sufficiently senior and competent person having relevant experience and of impeccable integrity. The PMC shall submit the tentative organization chart for managing the project so that appropriate

decision are taken quickly. However, the actual number of technical personnel to be deployed and the deployment schedule shall be prepared by the PMC 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 PMC as per the scope of their work detailed in para 8.6 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 REC and the PMC. The Project Head and other officials assisting Project Head shall not be changed during the implementation of the project except with concurrence of REC. The decision of the REC, however, shall be final in this regard.

8.6 The PMC shall oversee the work of Architect whose broad scope of work is as under:

1. The Architect shall be responsible for **comprehensive architectural & engineering consultancy for the entire office complex including designer's supervision during construction**. Any consultancy activity not specifically mentioned below, but required to complete the office complex is deemed to be included in the scope of work.

The Architect shall be required to render all professional services in respect of comprehensive architectural & engineering consultancy from concept to completion.

The Architect shall consult with the REC; review applicable design and communicate with members of the Project Team. The Architect shall coordinate the services provided by the Local Architect(s)/ sub consultants to be appointed by the Architect at his own cost and with those services provided by the REC and PMC.

2. The Architect shall prepare and periodically update the PMC's Services Schedule which shall identify milestone dates for decisions required by the REC, design services as desired by REC as per need of the work, completion of documentation and anticipated commencement of construction and Substantial Completion of the Work.
3. The Architect shall make presentations of the Project to the REC for the purpose of explanation of the Project design and its design intent. The Architect shall submit design documents to the REC at intervals appropriate to the design process for purposes of evaluation and approval by the REC. The Architect shall be entitled to rely upon timely approval from the REC for the further development of design.

The scope of services shall also include all such normal services which are not specifically mentioned in the Contract documents, but which are needed for satisfactory completion of all the areas of services assigned to him in totality to ensure operability, maintainability and reliability of the design

provided by him unless otherwise specifically excluded in the specifications under 'exclusions' or Letter of Award

4. The services performed by the Architect shall be broadly as described in Brief for Global Architectural Design Competition, Item 4.3 - Broad Scope of Work for Selected Architect and shall also consist the following but not limited to:
 - (i) Preparation of concept, preliminary, detail design and construction drawings for all discipline required for the project & approval of drawings from all local/statutory authorities.
 - (ii) Bill of quantities & specifications
 - (iii) Periodic site inspection and evaluation of construction works
 - (iv) Completion report and drawings for issuance of completion/occupancy certificate by statutory authorities.
 - (v) Preparation of as built drawings
 - (vi) Issuance of occupancy certificate from the statutory authorities
 - (vii) Architectural Design and site planning/development
 - (viii) Structural engineering design
 - (ix) Sanitary, plumbing, fire fighting and related systems design
 - (x) Electrical engineering design
 - (xi) Heating, ventilation and air conditioning work (HVAC)
 - (xii) Lighting design
 - (xiii) Landscape design
 - (xiv) Interior works
 - (xv) Observing the performance and quality of work of the contract.
5.
 - a. Incorporate a site evaluation and analysis with the basic approach to circulation, activity distribution and interaction and external linkage to the architectural elements.
 - b. Prepare conceptual designs with reference to requirements given and prepare approximate estimates of cost by cubic measurements or on area basis.
 - c. Modify the conceptual designs incorporating the REC's required changes and prepare preliminary drawings and designs for the REC's approval along with preliminary estimates of cost.
 - d. Prepare drawings necessary for submission to statutory bodies for sanction and approvals.
 - e. Prepare working drawings, detailed specifications and bill of quantities to prepare estimates of cost & to invite tenders.
 - f. Prepare a short list of contractors, together with appropriate justifications.

- g. Prepare working drawings, including large scale and full size details, detailed specifications and a schedule of quantities to invite tenders.
- h. Prepare and submit complete construction drawings and details to commence work at the site and for the proper execution of work during construction.
- i. Visit the site of work and provide periodic observation as and when necessary to clarify decisions and/or interpretations of the drawings and specifications and attend conferences and/or meetings as required to ensure that the Project proceeds generally in accordance with conditions of contract.
- j. Prepare & submit completion report and as built drawings.

8.7 The PMC shall be responsible for complete management and construction supervision of all the activities of the projects as detailed below:

(a) Pre-construction Phase

- (i) Discussions with REC and finalization of project brief including illustrating the REC'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 REC.
- (iv) Cash flow chart.
- (v) Register REC World HQ building with concerned authority for achieving GRIHA 5 Star compliance building.**
- (vi) Engage a Consultant to obtain GRIHA-5 star rating compliance building & coordinate with them & other agency (s) till the award of rating. The consultancy charges of the Consultant hired for obtaining GRIHA-5 star shall be paid by REC as per actual.**
- (vii) Carry out geo-technical investigation in accordance to relevant BIS Codes and CPWD specifications.
- (viii) Ensure that the REC World HQ building shall be GRIHA-5 Star compliance.
- (ix) Responsible for soundness of structural design and get it vetted through IIT or SPA or any other recognized institute of that level after taking approval from REC.

- (x) Checking of the Architectural, technical specifications, services and all other drawings to ensure their completeness/correctness.
- (xi) Checking of bill of the quantities prepared & submitted by the Architect and prepare cost estimate.
- (xii) Based on detailed estimate as per approved architectural drawings/design, PMC will prepare tender documents and float a tender for obtaining the competitive rates.
- (xiii) Processing of bids and selection of contractor and award of the work as per CVC guidelines issued from time to time after the approval of the REC.
- (xiv) The work will be carried out in line with standard latest CPWD specifications and the latest BIS specifications and code of practices or manufacturer specifications for the items not covered under CPWD or BIS specifications.
- (xv) PMC will also be responsible along with Architect in obtaining approvals of drawings for commencement of work and issuance of occupancy certificate from all local/ statutory authorities.

(b) Construction Phase:

PMC shall execute the project in a time bound manner and hand over the building/ other works complete in all respect certified by REC within the time limit of 42 months starting from the 10 day of issue award letter. PMC shall ensure that no time and cost overrun occurs.

PMC shall provide Construction Management Services from the start of construction upto commissioning and handing over of the project to the REC for use. It shall also be the responsibility of the PMC 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 REC 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) Signing of Contract with 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 deviations.
- (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 REC 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 REC.
- (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 REC in taking over of various parts of works and of various systems.
- (xx) Generate and submit to the REC 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) PMC shall get all connections for services like power, water and sewer from local authorities etc required for occupancy of the building.
- (xxii) PMC shall also apprise the REC 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, REC, Project Management Consultant, Architect and Contractor
 - (b) Scope of Works of Contractor
 - (c) Date of Commencement/ Date of Completion: Schedule & Actual
 - (d) Major Issues and Decisions Pending including Drawings Constraints (if any), Site Constraints (if any), Equipment Constraints (if any)
 - (e) Status of Progress of Work: Cash Flow Chart, L.O.B. Chart & Bar Chart
 - (f) Areas of Concern
 - (g) List of Registers Maintained by PMC
 - (h) Labour Deployment Chart
 - (i) List of Equipment Mobilised at Site
 - (j) Materials/Personnel at Site

- (k) Status of Payment to Contractor
- (m) Quality of Material / Tests
- (n) Cost Split Up of the Package
- (o) Photographs of the Site
- (p) Site Order Book
- (r) 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 REC and providing necessary support as may be required by the REC 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 PMC shall have his office at or near the Projects site and shall have the required dedicated personnel stationed there after the approval of REC so that they are available for interaction all the time. No site personnel shall be transferred/ withdrawn without the consent of the REC. Similarly prior to induction new personnel on the Project site, the approval of REC shall be obtained.

- 9.2 PMC 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 PMC 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 PMC 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 PMC 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, lightening, 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 by the force majeure conditions lasting for more than two months, the REC shall have the option of canceling this Contract in whole or part thereof, at its discretion.

10.2 Liquidated Damages

- a) PMC liable to pay damages to REC in case of delay in completion of the project beyond the time limit stipulated in clause 5.4(i) & 5.4(ii) solely

attributed to the PMC @ 0.50% (zero point five percent) on consultancy fee for each week of delay subject to maximum of 10% (ten percent) of the consultancy fee.

- b) If the agreement is terminated pursuant to Clause 10.6, the REC may levy liquidated damages of limited to 10% of the total value of fee payable to the PMC.
- c) In case completion of the project delayed due to reasons attributable to the contractors/agencies/suppliers engaged for the project by the PMC, PMC shall impose liquidated damages @ 0.5% (zero point five percent) on awarded contract value for each week of delay subject to a maximum of 10% (ten percent) of the awarded contract value which shall be retained by REC.
- d) In addition to clause 10.2(a) above, PMC shall be liable to pay damages to the tune of 2% (two percent) of the consultancy charges payable in case GRIHA- 5 star rating is not achieved. The amount shall be deducted from each RA bill on prorate basis and shall be released on submission of GRIHA-5 star certification.

10.3 Bonus

PMC shall be paid a bonus of 0.25% (zero point two five percent) per week subject to the maximum of 2.5% of the fee payable to the PMC for completing the work ahead of the scheduled completion time.

10.4 Security Deposit or retention money:

No security money shall be deducted from the bills of consultancy charges. However, **PMC** shall ensure deduction of an amount equal to 5% of value of the each running bill of the contractor towards security deposit or retention money. The security money or retention money shall be refunded completion of the defect liability period of the work.

10.5 Suspension

The REC may, by written notice of suspension to the PMC, suspends all payments to the PMC hereunder if the PMC 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 PMC to remedy such failure within a period not exceeding seven days of such notice of suspension.

10.6 Termination

- 10.6.1 Subject to other provisions contained in this clause, the REC may, without prejudice to its any other rights or remedy against the PMC 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 PMC, having been given by the REC a notice in writing that the work is being performed inefficiently or quality checks are not being made or otherwise in improper or un-workmanlike manner, shall omit to comply with the requirement of such notice within a period of seven days thereafter.
- (ii) If the PMC 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 PMC 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 REC.
- (iv) When the PMC has made himself liable for action under any of the cases aforesaid, the REC shall have powers:
 - (a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the PMC under the hand of the REC 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 REC.
 - (b) To appoint another PMC 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 PMC if the whole work had been executed by him (of the amount for which the certificate in writing of the REC shall be final and conclusive) shall be borne and paid by the original PMC and may be taken from any money due to him by the REC 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 PMC at his agreement rates, the difference shall not be paid to the PMC.

In the event of anyone or more of the above courses being adopted by the REC the PMC 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 PMC 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 REC 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.

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

10.6.3 In the event of termination of the agreement, the PMC 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 REC on account of non-withdrawal from the site(s) shall be to the account of PMC.

10.7 Guarantee and Liabilities

10.7.1 The PMC guarantees that the services as specified/described under the scope of the PMC in this agreement, and technical documents to be developed by the PMC 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.

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

10.8 Defect Liability Period

Any defects notices/observed within a period of twelve month from the date of actual date of completion of all works shall be got rectified by the PMC at its own risk and cost for which no compensation will be paid.

10.9 Insurance

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

10.9.1 Workman's compensation insurance, covering all employees of PMC for statutory benefits as set out and required by local law in the area of operation or area in which PMC may become legally obliged to pay benefits for bodily injury or death.

10.9.2 Insurance against fire, theft, damages and loss of all property owned by PMC at the construction site.

10.9.3 Group Personnel Accident Insurance covering PMC's employees not otherwise already covered under para 10.7.1 above, operating from the site as per PMC's established practices.

10.9.4 Any other insurance cover which may be required to be taken under the law or on any other account.

10.10 Indemnity

The PMC shall be responsible for paying damages to the REC for any loss suffered by the REC on account of negligence, incompetence, carelessness or any other cause on the part of PMC, his employees, associates, sub-consultants, implementing agencies etc while undertaking any or all of the works.

REC shall not be responsible for any claim or liability because of personal injury including death of any employee of PMC and arising out of or in consequence of the performance of this agreement. The REC shall also not be responsible for any loss or damage to property of any kind belonging to PMC or its employees, servants or agents.

10.11 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 REC 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 REC.

PMC shall indemnify and hold REC free from all costs, damages, and expenses arising out of any claim, action or suit brought against REC 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 PMC and furnished to REC.

10.12 Additional Services

The PMC shall make available, on the REC'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 REC and the PMC.

10.13 Changes and Additions

The REC shall have the right to request PMC in writing to make any changes, modification, and/or additions within the design and broad scope to PMC's scope of services. The PMC 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 REC.

10.14 Assignment

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

10.15 Effective Date of Agreement

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

10.16 Co-operation between Parties

The REC 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 PMC. Similarly, the PMC 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.

10.17 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.

10.18 Dispute Settlement and Arbitration

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

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.

10.19 Fore-Closure of Contract Due to Abandonment

At any time after acceptance of the bid, should the REC 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 REC shall give notice in writing to that effect to the PMC and the PMC shall act accordingly in the matter. The PMC 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.

10.20 Clearance of site after Completion of work

On completion of the work, PMC shall ensure that all constructional plants, surplus materials, rubbish and temporary work of every kind will be cleared away/ removed from the site and leave the entire site and works clean and in a workman like condition to the satisfaction of the REC.

11.0 Payment

11.1 Consultancy Charges

The REC shall in consideration of the services performed pay to PMC the Consultancy charges as agreed between the parties which shall also cover 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. Payment to PMC shall be released in following manner:

- (i) 10% (ten percent) of the consultancy fee shall be released after award of PMC work and after receipt of performance bank guarantee from the PMC in accordance with clause no. 5.24 of this document.
- (ii) 10% (ten percent) of the consultancy fee shall be released after award of contract to the executing agency.
- (iii) 70% (seventy percent) of the consultancy fee shall be released pro rata linked with the payment made to the various contractors on monthly/ quarterly basis.
- (iv) Balance 10% (ten percent) of the consultancy fee shall be released after completion of post construction phase services as mentioned under clause 8.6(c) of this document.

11.2 Service tax

On production of proof REC will pay Service Tax extra as applicable.

11.3 For execution of work

REC shall release the amount towards construction cost of the building in advance (in installments) to the PMC in accordance with the cash flow requirement submitted by the PMC and approved by REC.

1st installment of 10% of the contract value shall be released along with the approval for award of work to the contractor(s) by the PM, required under clause no 8.7 (a) XIII of this document

Second or subsequent installment shall be released by REC when about 80% of the amount already deposit has been exhausted and PMC has submitted the details of expenditure done on behalf of REC along with copy of paid bills till 95% of project cost has been released.

Balance 5% of the project cost shall be released after completion of work and submission of complete details of expenditure incurred.

- 11.4 REC shall pay/reimburse to PMC all the actual payments against proof made to local statutory authorities/ state/central Government for approvals and also deposits made for power, water and sewer connections and any other charges that may fall outside the defined scope of works.
- 11.5 The all due payment under this contract shall be paid by the REC to the PMC within 30 days after receipt of the bill by the REC, except the final bill which shall be released within 60 days after receipt of occupancy certificate by the local authority.
- 11.6 If, the projects are not completed as per schedule of the period of contract due to any reason. The services of PMC shall automatically extend till completion of the projects at the same terms & conditions, without prejudice to any other rights of the REC and without any change in the consultancy charges.

Annexure-I

1. 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	AGM/DGMs	20	350	Yes	7000
6	CMs	20	300	Yes	6000
7	Mangers	30	150	Yes	4500
8	DM/AM	60	100	No	6000
9	Engineer/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

2. 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 fllor	500
	Space required at each floor		2450
35	AHU	1 on each floor	as per requirement
	Parking:		
36	Two level basement parking		1.0 laks sqft each
37	Other relevant and latest emerging features		

Note:

- All the above details/ requirements are tentative. The details/ requirements shall be finalized by Architect.
- REC intends to construct full FAR and the extra space is planned to be rented out/ leased out.

BID BANK GURANTEE (EARNEST MONEY)

This deed of Guarantee made this _____ day of _____ 20____ by _____ (*Name of the Bank*) having one of its branch at _____ acting through its Manager (hereinafter called the “Bank”) which expression shall wherever the context so requires includes its successors and permitted assigns in favour of Rural Electrification Corporation Ltd. (A Govt. of India Enterprise) registered under the Companies Act, 1956, having its office at _____ (hereinafter called “REC”) which expression shall include its successors and assigns.

WHEREAS REC has invited tender vide their Tender Notice No. _____ Dated _____ to be opened on AND WHEREAS M/s _____ (*Name of Tenderer*) having its office at _____ (hereinafter called the “Tenderer”), has/have in response to aforesaid tender notice offered to supply/ do the job _____ as contained in the tender.

AND WHEREAS the Tenderer is required to furnish to REC a Bank Guarantee for a sum _____ of _____ Rs. _____ (Rupees _____ Only) as Earnest Money for participation in the Tender aforesaid.

AND WHEREAS, we _____ (*Name of the Bank*) have at the request of the tenderer agree to give REC this as hereinafter contained.

NOW, THEREFORE, in consideration of the promises we, the undersigned, hereby covenant that, the aforesaid Tender shall remain open for acceptance by REC during the period of validity as mentioned in the Tender or any extension thereof as REC and the Tenderer may subsequently agree and if the Tenderer for any reason back out, whether expressly or impliedly, from his said Tender during the period of its validity or any extension thereof as aforesaid or fail to furnish Bank Guarantee for performance as per terms of the aforesaid Tender, we hereby undertake to pay REC, New Delhi on demand without demur to the extent of Rs. _____ (Rupees _____ Only).

Cont..2/-

:: 2 ::

We further agree as follows:-

01. That REC may without affecting this guarantee extend the period of validity of the said Tender or grant other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender or thereby modify these conditions or add thereto any further conditions as may be mutually agreed to in between REC and the Tenderer AND the said Bank shall not be released from its liability under these presents by an exercise by REC of its liberty with reference to the matters aforesaid or by reason of time being given to the Tenderer or any other forbearance, act or omission on the part of the REC or any indulgence by REC to the said Tenderer or any other matter or thing whatsoever.
02. The Bank hereby waive all rights at any time in consistent with the terms of this Guarantee and the obligations of the Bank in terms thereof shall not be otherwise affected or suspended by reason of any dispute or dispute having been raised by the Tenderer (whether or not pending before any arbitrator, tribunal or court) or any denial of liability by the Tenderer stopping or preventing or purporting to stop or prevent any payment by the Bank to REC in terms thereof.
03. We the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of REC in writing and agree that any change in the constitution, winding up, dissolution or insolvency of the Tenderer, the said Bank shall not be discharged from their liability.

NOTWITHSTANDING anything contained above, the liability of the Bank in respect of this Guarantee is restricted to the said sum of Rs. _____ (Rupees _____ Only) and this Guarantee shall remain in force till _____ unless a claim under this guarantee is filed with the bank within 30 (thirty) days from this date or the extended date, as the case may be i.e. upto _____ all rights under this Guarantee shall lapse and the Bank be discharged from all liabilities hereunder.

In witness whereof the Bank has subscribed and set its name and seal here under.

PERFORMANCE BANK GUARANTEE

**M/s Rural Electrification Corporation Ltd.,
Core 4, Scope Complex, Lodhi Road,
New Delhi – 110003 (INDIA)**

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE No. :

In consideration of Rural Electrification Corporation Ltd., having its office at _____ (hereinafter referred to as “REC” which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated _____/issued Purchase Order No. _____ dated _____ with/on _____ M/s _____ (hereinafter referred to as “The Supplier” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Supplier having unequivocally accepted to supply the materials as per terms and conditions given in the Agreement dated _____ /Purchase Order No. _____ dated _____ and REC having agreed that the Supplier shall furnish to REC a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) (or the percentage as per the individual case) of the value of the Purchase Order i.e. for _____.

We, _____ (“The Bank”) which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay upto but not exceeding _____ (say _____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Supplier having failed to perform the Agreement and despite any contestation on the part of above named supplier.

:: 2 ::

This Letter of Guarantee will expire on _____ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized Signature
Chief Manager/ Manager
Seal of Bank

LETTER OF TRANSMITTAL

From:

To,
The DGM(Estates)
Rural Electrification Corporation Ltd.
Core-4, Scope Complex,
7 lodhi Road,
New Delhi-110003

Sub: Submission of Bid for Project Management Consultancy Work for
Development and Construction of REC's World Headquarters at Gurgaon

Sir,

Having examined the details given in bid document for the above work, I / We
have submitted the technical & commercial 'Bid' on line.

1. I/We hereby certify that all the statements made and information supplied on-line is true and correct.
2. I/We hereby agreed with the terms & conditions mentioned in the bid document.
3. I/We hereby submit the required "EMD" as per bid document.
4. I/We have furnished all information and details necessary for Project Consulting Bidding and have no further pertinent information to supply.
5. I/We authorize REC Ltd or their authorized representatives to approach the Individuals, Employees, firms, Bank and our RECs to verify our competence/credentials etc.

(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 bid documents for Project Management Consultancy Assignment, Bid Conditions, Scope of Work, General Conditions of Agreement, Submission of Bid, Evaluation Criteria and all other contents appended in the Bid 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 /Bank Guarantee 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 REC.

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

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

Annexure-VI

DETAILS OF SIMILAR PROJECTS COMPLETED
DURING THE LAST 4YEARS

Completed cost of the project in crore Rs.	Rs 80 crore or more or Rs 50 crore or more
Name of the project & location	
Name of the Client	
Description of work	
Period of completion in months	
Start Date	
Completion Date	

Completed cost of the project in crore Rs.	Rs 50 crore or more
Name of the project & location	
Name of the Client	
Description of work	
Period of completion in months	
Start Date	
Completion Date	

- Please attach the completion certificate issued by the Client for each of the qualifying project. The project without completion certificate/performance certificate will not be considered for evaluation.

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

Annexure – VII

CONSULTANCY TURNOVER DURING THE LAST FOUR YEARS

Sr.No.	F.Y.	Turnover
1	2006-07	
2	2007-08	
3	2008-09	
4	2009-10	
5	2010-11 (till Dec 2010)	

Note:

1. 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.
2. Attach copies of audited balance sheet/ Profit & Loss account for the last 4 years.

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

Annexure - VIII

**NUMBER OF KEY TECHNICAL PERSONAL LIKELY TO BE LOCATED AT
WORK SITE FOR EXECUTING REC WORLD HQ BUILDING AT GURGAON**

S. No	Man power	No of key technical personnel likely to be deployed for executing REC World HQ building (Regular Employees only)			
		Graduate Engineer		Diploma Engineers	
		No.	Experience in years	No.	Experience in years
1	Team Leader	One		-	
2	Planning Engineer				
3	Construction Engineer a) Civil Engineer b) Electrical Engineer c) Mechanical Engineer				
4	Quality control / Assurance				
5	Others				
	Total				

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

Annexure - IX

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)

Annexure-A

COMMERCIAL BID SUBMISSION FORM

Date:

From:

To:
DGM(Estates),
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 bid document for the above work, we hereby quote our Consultancy Charges as under:

Description	Unit	Consultancy fee without Architectural Services (all inclusive) but excluding Service Tax	
		In Figures	In Words
Consultancy fee without Architectural services all inclusive but excluding service tax for Providing Project Management Consultancy Services as per scope of work for Construction & Development of REC’s World Headquarters at I-4, City Centre, Sector-29, Gurgaon.	percentage (%) of total Awarded project cost		

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

IMPORTANT: Please note that the consultancy charges will be limited to the quoted percentage (by the successful bidder) of total awarded cost only and no additional fee will be paid on account of escalation or increase in cost due to any other reason.

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