

GOVERNMENT OF INDIA
MINISTRY OF EXTERNAL AFFAIRS



REQUEST FOR PROPOSAL (RFP) DOCUMENT
FOR AVAILING
PROJECT MANAGEMNT CONSULTANT (PMC) SERVICES
FOR
CONSTRUCTION OF RESIDENTIAL COMPLEX FOR MEA AT GOLE
MARKET AT R. K. ASHRAM MARG, NEW DELHI

Date of issue: 2nd February, 2021

Last date of submission: 1st March, 2021

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The objective of this RFP is to select an appropriately qualified and adequately experienced reputed organisation or consortium of not more than two entities, to provide Project Management Consultant (PMC) services to **Ministry of External Affairs, Govt. of India, New Delhi** for **CONSTRUCTION OF RESIDENTIAL COMPLEX FOR MEA AT GOLE MARKET AT R. K. ASHRAM MARG, NEW DELHI**

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Section-1

**REQUEST FOR PROPOSAL (RFP)
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The President of India acting through the Joint Secretary, Global Estate Management (GEM) Division, Ministry of External Affairs, Govt. of India, New Delhi requests proposals in sealed envelopes for selection of Project Management Consultant (PMC) for Construction of Residential Complex for MEA at Gole Market at R.K. Ashram Marg, New Delhi. The proposal duly completed in prescribed format as per RFP document along with **Bid Security Declaration as per prescribed format** must reach office of Under Secretary (GEM-II), Room No. 3041, A-Wing, Global Estate Management (GEM) Division, Ministry of External Affairs, Jawaharlal Nehru Bhawan, D-23, Jan path, New Delhi-110011 on or before 1500 Hrs on **1st March 2021**. The detailed RFP document along with its annexure may be downloaded from Central Procurement Portal <https://eprocure.gov.in/cppp/> and also the official website of the Ministry of External Affairs at <https://mea.gov.in>

SECTION- 2

INTRODUCTION

2.1 Project Details: MEA is undertaking the project for the redevelopment (Construction of Residences, associated and ancillary facilities) of the Construction of Residential Project of Ministry of External Affairs located at Gole Market at R K Ashram Marg, New Delhi. The Design Report containing Site Plan, Unit Plans, Schematic Elevations and Sections along with Basement Plans shall be provided on request. The Project Details are as under:

- (i) Purpose of the building- Residential (Housing).
- (ii) Total built-up area- 19840.03 Sq.m.
- (iii) Number of floors- Tower A: G+18, Tower B: G+20,
- (iv) 2 Basements.
- (v) Type of construction-Monolithic RCC Construction using Aluminium form work.
- (vi) The specialised works/items of work include Water Proofing treatment work, Water Treatment plant/Sewage Treatment plant, Façade Structural Glazing work, UPVC Work for doors/Windows, Plumbing and Fire Fighting works, Stack parking and MEP services.
- (vii) Finishing/façade – Texture paint finish.
- (viii) External Development/Landscaping and Commissioning of High side Equipments.

2.2 Joint Secretary, Global Estate Management (GEM) Division, Ministry of External Affairs, Govt. of India, New Delhi, hereafter referred to as 'Employer', wishes to select a Project Management Consultant (PMC) for the above project.

2.3 The Consultancy Agency responsible for comprehensive Architectural Design, hereafter referred to as 'Architect', has already been appointed by the Employer. The Architectural Design and cost estimate for the above works have been finalised. The Local body approval for permission to construct the building has been obtained.

2.4 As a part of the process of selection of Project Management Consultant (PMC), hereafter referred to as 'PMC', proposals are hereby invited from reputed organizations or consortium of not more than two entities, having proven professional capabilities in project management of large projects, who are eligible as per the primary eligibility criteria mentioned hereafter. Such organization or consortium is hereinafter referred to as 'Applicant'.

2.5 Primary eligibility criteria:

- (i) Should be registered in India to provide Project Management Consultancy (PMC) services.
- (ii) Should have an experience of 7 years in providing PMC services for similar works executed in India.
- (iii) Should have satisfactorily rendered Project Management services during the last seven (7) years for at least **One** similar project of cost equivalent of **Rs. 70 Crore** OR **Two** similar projects of each project cost equivalent of **Rs. 44 Crore** OR **Three** similar projects of each project cost equivalent of **Rs. 35 Crore**. Similar work means Civil work with Monolithic construction with Aluminium Form Work, Electrical, HVAC, Mechanical, Plumbing, Erection & Commissioning of centralized AC plant, large sub-stations, captive power generation, interior works for Govt./Semi-Govt./reputed Corporate Clients.
- (iv) Should not have any legal dispute with Employer.
- (v) Should have average **Annual Financial Turnover** of Rs. 80.00 Lakh by ending 31st March of the previous year in providing PMC services in last five years and has not incurred loss in more than two years including last year in immediate five completed financial years.

2.6 This Request for Proposal, hereafter referred to as 'RFP', is meant for only those applicants who may be eligible as per the primary eligibility criteria contained in this document. The purpose of this RFP document is to provide information to the eligible applicants for preparation of their proposals for the selection process.

2.7 Applicants are expected to make their own assessment and satisfy themselves fully with all aspects of the site conditions, project needs, local environment, functional and statutory requirements for construction of such buildings and accordingly make proposals.

2.8 Applicants are required to submit their proposals strictly according to the terms and conditions and in the form and manner specified.

2.9 Applicants are required to submit the **Bid Security Declaration as per prescribed format** along with the proposal.

2.10 EMD in respect of all unsuccessful applicants shall be returned without any interest, after the expiry of the stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earlier. In case of the selected PMC, the EMD paid by the Consultant shall be returned to the consultant after receipt of Performance Guarantee.

2.11 Employer reserves the right to terminate the selection process or postpone the same at any stage without assigning any reasons thereof.

2.12 The proposal must remain valid for a period of 75 days from the date of opening of the financial bid which may be extended to a period mutually agreed upon.

2.13 Any description/elaboration of item of work not included in the 'Scope of Work' shall not be a valid ground for claiming additional fee or remuneration.

2.14 Code of Integrity

All bidders should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) **“Conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain. **An undertaking in this respect is required to be submitted by the bidders along with the technical bid documents.**

Section- 3

SCOPE OF WORK

3 General Services:

3.1.1 The scope of services of PMC shall include all project management tasks that need to be performed for Construction of buildings and their commissioning. The various works for which the PMC services are to be rendered by the selected Consultant shall include all Civil & Electro-mechanical works of the construction project so as to include demolition works, Civil/Interior works including external development and furniture, plumbing works, fire-fighting works, electrical and lift works, HVAC works, signages works, art work, movable furniture, recreation facilities, etc. It shall include but not be limited to the services as listed here under Section 3 including its entire sub paras.

3.1.2 PMC shall however still be required to ensure routine coordination with each such agency to conduct overall site security & access related functions, maintain domain and work zone clearly on site.

3.1.3 The PMC, acting as project manager for and on behalf of Employer, will monitor, coordinate, manage, evaluate and administer all project processes including activities of various participants in the project in accordance with approved project requirements, Specifications, Schedules, Budgets, Quality and Health, Safety & Environment (HSE) parameters. PMC shall ensure that all necessary documentation is collected, checked, communication filed and submitted to Employer for record.

3.1.4 PMC shall act as Engineer-in-Charge of all project works as per the scope of work of the Contractor of Civil & Electro-mechanical works and supervise all works, check and certify all measurements and bills and also recommend for their payment. PMC shall keep Employer informed through a well-designed Management Information System (MIS) on the physical and financial progress of the Project at regular intervals or as directed by Employer. PMC shall use appropriate software for PMC functions.

3.1.5 PMC shall ensure that all project activities are in accordance with the latest building codes, environmental standards and any other relevant statutes in the station.

3.1.6 To ensure implementation of all project processes, PMC shall liaise with and provide all requisite information, support and assistance to Employer, all appointed consultants including their sub-consultants and all other individuals, agencies and organization as may be deemed fit by Employer during the entire period of contract.

3.1.7 PMC shall be duty-bound to act on the directions of Employer in all project matters and shall perform, or cause to be performed all the identified initiatives and milestones strictly in accordance with such directions. Also, Employer will in no manner, whatsoever, be bound to act on the advice of PMC in any matter related to the project.

3.1.8 Employer will provide about 50 Sq. M of office space to PMC, free of cost, for establishing a purely temporary project office to be used only for works related to Construction of Residential Project of Ministry of External Affairs located at Gole Market at R K Ashram Marg, New Delhi, during the entire period of contract or up to any date as decided by Employer.

3.1.9 Within 22 days of issue of work order/Letter of Intent by Employer, PMC shall open a fully functional, IT-enabled and well equipped office with a team of fulltime personnel at the project site. A staff appointed and or stationed at the said office shall need to be to the acceptance of and with the approval of Employer.

3.1.10 PMC shall depute to the project office, for the entire period of contract, the following competent, qualified and experienced technical staff with relevant field experience on similar projects: (1) One graduate Civil Engineer preferably with a postgraduate degree or equivalent in civil engineering/ project management; minimum fifteen years of experience; maximum age limit 55 years (2) One graduate Electrical engineer minimum 10 years experience; maximum age limit 50 years (3) One graduate Mechanical engineer minimum 10 years experience; maximum age limit 50 years. (4) One Quantity Surveyor minimum 10 years experience; maximum age limit 50 years. (5) One Lab Technician minimum 10 years experience; maximum age limit 50 years. CVs for the proposed manpower supported with copies of qualification certificates, HR letter and consent letter are to be submitted by the PMC. Employer, at its sole discretion, may relax the maximum age by an additional 5 years in the case of highly competent or highly qualified or highly suitable candidates, upon specific request to this effect from the PMC. In addition to above minimum technical staff, PMC shall appoint as many personnel at the project office, as may be required for necessary due diligence on its part.

3.1.11 Besides regular site supervision by professionals posted at site, PMC shall depute, with prior approval of Employer, highly qualified and well experienced experts/professionals from different disciplines for periodic monitoring, supervision and evaluation, on routine basis during the entire period of contract. Employer, at its sole discretion, reserve the right to accept or reject any professional suggested for deputation, if in the opinion of Employer, such professional is not adequately qualified/competent/ professionally disposed for Construction of Residential Project of Ministry of External Affairs located at Gole Market at R K Ashram Marg, New Delhi. The status/designation/qualifications of the representative(s) of PMC who will be allowed to deal/interact with Employer and/or its representatives, The Architect, other consultants and designated committees/grounds etc. shall be the matter of discretion of Employer and the decision of Employer in this regard shall be final and binding on PMC.

3.1.12 PMC shall respond to the queries raised by Employer within 7 days or lesser time as soon as possible considering the nature of query and its impact on the project.

3.1.13 PMC shall not assign or subcontract any portion of these services without the prior consent of Employer in writing. However PMC, after the award of the contract, may engage, at its own cost but with prior approval of Employer,

any number of sub-consultants considered suitable for the part of services which may require specific expertise subject to the condition that the overall responsibility of performance under the contract shall always lie with PMC only.

3.1.14 PMC shall be required to work in close coordination, provide requisite information, and be available for meetings with the Architect and other persons/organization associated with the construction, in all such matters as directed by Employer.

3.1.15 The decision of Employer will remain final in all matters relating to the interpretation of architectural design and related architectural details; and PMC shall be bound to execute such decisions to the satisfaction of Employer.

3.1.16 The ownership of all the schemes, proposals, documents, drawings, reports, data and communications that shall be generated, processed and/or disseminated by PMC, including their formats of collection, analysis, processing, documentation, and report in fulfillment of the scope of services as PMC, shall rest with Employer and no claim whatsoever shall be admissible on Employer in respect of any proprietary rights or copyrights of the same on the part of PMC.

3.1.17 Employer, at its sole discretion and without assigning any reasons whatsoever, reserves the right to appoint any individual and/or organization as it may deem fit to render the whole or part of services covered in this RFP, for the present phase of work and any subsequent phases thereafter, in the interest of timely and qualitative completion of construction works.

3.2 PROCUREMENTS SERVICES

3.2.1 Aid, advice and assist Employer, as and when directed, in selection and appointment of suppliers.

3.3 SUPPORT & COORDINATION SERVICES:

Facilitation of communications & information exchanges

3.3.1 PMC shall be required to organize, conduct, participate in and record minutes of all meetings regarding the project at any date, time and place as directed by Employer throughout the project period.

3.3.2 PMC shall conduct routine monitoring and coordination meetings on daily and weekly basis.

3.3.3 PMC to conduct periodic coordination meetings at a maximum interval of every two weeks at construction site to help all consultants, contractors, vendors and other agencies in the process of demonstration, review, comments and client inputs on the work progress and to ensure monitoring of project implementation.

3.3.4 PMC shall set up and control its own documentation control system for Employer and/or its authorized representatives shall have access to PMC server to the extent as and when desired, without fail.

3.3.5 PMC shall, without question or fail, provide knowledge transfer and handover, including transfer and/or cessation and/or conveyance of physical possession and/or custody, wherever applicable, of all material or de-materialized project constituents, to Employer and/or other agencies appointed by Employer, as and when desired by Employer.

Full assistance in all project related legal matters and other mandatory compliances

3.3.6 PMC shall provide full coordination including required administrative / secretarial support and full assistance to Employer and/or other agencies appointed by Employer, in all project related legal matters and other mandatory compliances including but not limited to preparation and processing of responses to all audit authorities/ vigilance authorities/ RTI questions and any others, handling all related communications and facilitating inspections by such authorities, to the extent as and when desired by Employer, throughout the duration of the contract and without question or fail.

3.3.7 PMC shall brief Employer in a timely manner and keep it fully informed on the status of various stages of statutory, legal and other project related matters and compliances; and shall bring to notice of Employer, well in advance, all consequent necessary actions required keeping in mind the project milestones.

3.4 WORK MANAGEMENT

Field Engineering, Supervision & Design support

3.4.1 Regularly interact with the Architect, Contractor and Employer to resolve all issues related to project execution before the construction and during the construction till completion of works.

3.4.2 Review of advance copies of 'Good for Construction' (GFC) drawings submitted by design consultant to the satisfaction of Employer and to ensure that extra items are minimized.

3.4.3 Arrange for clarification and/or resolution of conflicts pertaining to contract drawing, specifications and engineering problems.

3.4.4 Review or arrange for review by the consultants of suppliers and contractors drawings and documents for equipment and services installations, as required.

3.4.5 Review or arrange for review by the consultants and Employer of material samples, mockups, test reports and other certifications and submittals by suppliers and contractors for conformance to drawings and technical specifications, as required.

3.4.6 Arrange for preparation of 'As-Built drawings' from the Contractor and submit to Employer.

3.4.7 Maintain primary survey records and control records of surveys performed by others.

3.4.8 PMC shall assist Employer for the identification of lay-down areas, identification of areas for plant & machinery required for the project.

3.4.9 PMC shall vet the accuracy of the layout demarcation as executed, in accordance with the approved drawings by Employer.

3.4.10 In case of any disparities, PMC shall bring the same to the notice of Employer and the Architect. PMC shall coordinate the inclusion of the necessary design and/or layout modifications including services etc. on design drawings as per site requirements. PMC shall seek approval of Employer for any such changes before implementation at site.

3.5 MEASUREMENT AND BILL CHECKING:

3.5.1 Recording of measurements (as per laid down procedures/ standard/ practices) for all items of work done including extra and declared sub items.

3.5.2 Checking and certification of all contractors' bills and forwarding it to Employer for payment within the agreed timelines as specified in the tender/contract documents. PMC should also recommend all statutory deductions as per prevalent law.

3.5.3 Checking and certification of the bills of consultants other than the Architect, appointed for the project as and when desired by Employer.

3.5.4 PMC to coordinate with Employer while verifying bills, invoices and payments.

3.5.5 Check and solicit rate analysis for extra items of work and forward the same for approval of Employer before execution of the same at site.

3.5.6 Prepare reconciliation statement of various material received and consumed at work such as steel, cement etc. consumed and brought to site. It should be submitted with every bill.

3.5.7 Check the quantities exceeding the contract quantity and inform the cost implications to Employer.

3.6 QUALITY ASSURANCE/QUALITY CONTROL:

3.6.1 PMC shall perform all duties for quality assurance of work and carry out comprehensive technical supervision of the works to ensure conformity with approved designs, technical specifications for materials and workmanship, adopted QA/QC and HSE procedures, relevant standards and codes and sound engineering practices.

3.6.2 PMC shall ensure suitable & sufficient tests of materials and equipment as required including random checks for conformance with specific requirements

of contract documents, and document results of the tests. Besides, assessment and checking in the laboratory and the scheduling supervision and vetting of field tests carried out by the contractors, PMC may also carry out independent tests as necessary, as and when desired by Employer, for quality assurance of the works at contractors cost. PMC shall maintain complete records of all test results including supplier's material tests.

3.6.3 PMC shall review and approve the test results/certificates and wherever tests indicate lack of conformance, it shall initiate action to secure conformance including additional tests as considered necessary to establish quality of the work desired.

3.6.4 PMC shall note deficiencies in the contractor's work, cause corrections to be made, and check the remedial work and facilitate to rectify the deficiencies as per approved methods/codal provisions. Moreover, PMC will not be discharged of their responsibilities to get the defects rectified.

3.6.5 PMC shall check that various products guarantees are available for sufficient period.

3.6.6 PMC shall conduct monthly technical quality audit in co-ordination with Employer.

3.6.7 For the purpose of independent testing, wherever required, all material/Equipment shall be sent for testing/calibration to Employer approved labs only.

3.6.8 PMC may be required to help establish, at the contractors cost, a testing laboratory at the site of construction work equipped with prescribed machinery, tools, plants and equipment.

3.7 HEALTH, SAFETY AND ENVIRONMENT REQUIREMENTS:

3.7.1 PMC shall ensure that while carrying out the works under the assignment the contractor shall place due importance and regard to the overall aesthetics, ambience, topography and eco-system of the site.

3.7.2 PMC shall also take due precautions to ensure all necessary compliances for environment and Health & Safety requirements at site as well as at contractors labour camps if any in campus.

3.7.3 PMC shall ensure the highest standards of safety, security and health for all workers of all contractors and other agencies and also all other persons entering the site in conformance with legal provisions, codes, standards and good practices. PMC shall also conduct training/ orientation and briefing of all workers and visitors in the regard.

3.8 CONTRACT ADMINISTRATION:

3.8.1 PMC shall maintain complete records for contracts orders from award to final acceptance, payment, and close-out.

3.8.2 Contracts and purchase orders along with record of all days to day correspondences and meetings including contractual issues with all the contractors.

3.8.3 Progress payment records shall be maintained by PMC.

3.8.4 Drawing and specification clarifications including all changes, deviations and substitutions, which have been estimated, negotiated, and/or accepted.

3.8.5 Maintain the logs for Bank Guarantees, Contracts, Contract Amendments, Change Notices, Incoming & outgoing correspondences, workman compensation Policies, PF Challans, Labour License, Health and other Insurance policies, contract Schedules, Back Charges, RFIs, Invoice, etc., for all contractors.

3.8.6 PMC shall prepare monthly progress payment estimates and facilitate and administer systematic and reasonable progress payments.

3.8.7 PMC shall review, appraise and administer claims for items of extra work or change in the terms of the contracts. PMC shall negotiate with contractors to resolve claims, including documentation of the rationale for resolution, and submit relevant justification notes for any eligible claims to Employer for approval.

3.8.8 PMC shall develop change orders/amendments to incorporate the work covered by claims into the appropriate contract or purchase order after approval of Employer.

3.8.9 PMC to manage all the Contractual issues with the Contractors in such a way that there is no cost and time implication.

3.8.10 PMC shall administer all requests for extension of time from the Contractors. PMC shall negotiate an equitable adjustment in time and submit an approval note to Employer with detailed schedule, analysis, cost impact, if any, for approval.

3.10 PROJECT COST CONTROL:

3.10.10 PMC shall inform Employer about each such potential change in design and construction from the approval drawings, plan of execution, and construction quantities which may have cost or schedule impact, at least two (2) weeks in advance for identification of change with detailed analysis for acceptance and propose a plan to mitigate the same; and for emergency cases, identify the change with analysis to Employer for approval.

3.10.11 Maintain the hindrances register package/contract wise which shall record any hindrance caused to the progress of the works, duration of such hindrance, date of clearance of hindrance etc.

3.10.12 PMC shall prepare and submit a deviation report of identified

change/deviation in cost and schedule within 5 days of approval of change. The report shall include but not be limited to reason for change, cost and schedule impact, cost analysis report, recovery schedule and recommendations to reduce time & cost impact.

3.10.13 Monitor, report and Maintain a log of identified and approved changes and submit it to Employer on regular basis and as and when needed by Employer.

3.11 PROJECT COMPLETION:

3.11.10 PMC shall engage in verification of the physical construction and installation of the various facilities and systems of the project towards or after completion in coordination with the Architect.

3.11.11 PMC shall arrange for modifications and adjustments, if any, to equipment and systems prior to final acceptance/handling over of each facility or system to the satisfaction of Employer.

3.11.12 PMC shall establish effect and monitor a program for identifying and rectifying defects during applicable defects liability period including periodic monitoring and reporting. At the expiry of the defect liability period, PMC shall make a final inspection and list the defects to be rectified prior to issue of final completion certificate.

3.11.13 PMC shall recommend Employer acceptance of facilities or system from the contractors for operation and use after arranging for sufficient training to the end users.

3.11.14 PMC to solicit from the contractors to supply trade files, documents, test certificates, performance warranties/guarantees, spare parts lists, maintenance manuals, no claim certificate and transmit the same to Employer, in both hard copy and electronic formats.

3.11.15 PMC to solicit 'AS BUILT' drawing immediately and review, verify and approve the 'as built' corrections to all plans, drawing and other documents in coordination with the Contractor and to the satisfaction of Employer.

3.11.16 Prepare final project completion reports, project expenses analysis, estimate and final account of expenditure in the format as desired.

3.11.17 Ensure that the constructed works and sites are cleaned and prepared for occupancy and use.

3.11.18 Recommend to Employer to issue completion certificates after the contractors have satisfactorily completed all work under the terms of their contracts and for final payment of the contractors after adjusting any liquidated damages and security deposits.

3.12 RIGHT TO LIMIT THE SCOPE OR SERVICES:

3.12.10 Employer reserves the right to restrict the scope of the services of PMC to the full or part or parts of the project.

3.12.11 Employer reserves the right to terminate the services of PMC with one month notice in writing if the employer is not satisfied with the services of PMC.

3.12.12 In the event of termination of the services of PMC due to unsatisfactory services rendered by PMC, PMC will not be entitled to claim any compensation for the termination on account of the remaining work or the period of contract not completed.

3.12.13 Further, in case of termination of services of PMC due to unsatisfactory performance, the employer reserves the right to levy appropriate compensation on PMC for the losses incurred by the employer on account of the unsatisfactory services of PMC or due to the fact of disruption to the project due to the necessity of having to terminate the services of PMC and having to make other arrangements for completion of the works and entrusted to PMC.

SECTION – 4

PREPARATION & SUBMISSION OF PROPOSAL

4.1 Preparation of Proposal: Proposal shall be submitted giving the details stated hereinafter.

4.2 Bid Security Declaration: The bidder has to submit the **Bid Security Declaration (BSD) as per prescribed format** along with the Technical bid. Bids submitted without BSD shall be summarily rejected.

4.3 Technical Proposal: This should contain the following information:

4.3.1 Company profile giving inter-alia, information on:

a) Total number of years of experience in Project Management and/or Consultancy work since its establishment.

b) Whether rendered services pertain to Construction Management & Supervision, Civil, Electrical, HVAC, Plumbing, Fire Fighting, Interior Furnishing and Mechanical works including high rise buildings for Government/Semi-Government/Reputed Corporate Clients for prestigious projects giving details.

c) Whether the Consultant firm has engineers on their roll that have direct work experience in erection and commissioning of Central AC plants, large sub-station (33 KV, 11 KV etc.) or they outsource the commissioning of these facilities to agencies. Please furnish details.

d) Whether the firm has full-fledged establishment/office at New Delhi or in India and details of facilities like computers, printers, fax, telephone, e-mail facilities, software like MS Office, MS Projects, Primavera, Auto CAD etc.

e) Furnish details of technically qualified manpower with their qualifications in Engineering, Finance & Management divisions of the Company.

f) Were arbitration proceedings involved in any project/s for which the firm has provided PMC services? Give details of the cases and outcomes of the proceedings.

g) Please also furnish other information like:

(i) Annual revenue generated out of fee received from PMC services during the last three years;

(ii) Annual turn-over of the company from its activities during the last three years;

- (iii) Balance Sheet of the company for the last three years, duly certified by Chartered Accountants;
- (iv) Such other financial information as considered relevant to judge the financial health of the Company.

4.3.2 Details of manpower proposed to be deployed by you for this project. This should be depicted in an organization chart giving manpower details, their designation/level job profile/responsibilities to be handled, qualifications, experience/expertise, and number of persons at each level. Please refer to clause for minimum manpower to be deployed for the project.

4.3.3 Provide an Approach Paper on Methodology and Work plan for performing the assignment through the organization structure identifying the role of key personnel, their delegated power, reporting system and channel of communication for effective Project Management Services.

4.4 Proposal Due Date

4.4.1 PROPOSALS SHOULD BE SUBMITTED IN THREE SEPARATE SEALED ENVELOPES. 'ENVELOPE A' SHOULD CONTAIN ONLY EMD AND SHOULD BE SUPERSCRIBED AS EMD. 'ENVELOPE B' SHOULD CONTAIN THE TECHNICAL BID AND SHOULD BE SUPERSCRIBED AS TECHNICAL BID. 'ENVELOPE C' SHOULD CONTAIN THE FINANCIAL BID (SHOULD BE IN PERCENTAGE BASIS) AND SHOULD BE SUPERSCRIBED AS FINANCIAL BID. The three envelopes A, B and C should be put in a larger envelope and sealed and submitted. Proposals should be submitted to the Under Secretary (GEM-II), Room No. 3041, A-Wing, Global Estate Management (GEM) Division, Ministry of External Affairs, Jawaharlal Nehru Bhawan, D-23, Jan path, New Delhi-110011 on or before 1500 Hrs on **1st March 2021** in the manner and form detailed in the RFP document. Proposal submitted by facsimile transmission or telex or e-mail will not be accepted. Technical Bid of RFP shall be opened on the same day at 1600 Hrs.

4.4.2 Any proposal received by Employer after the due date and time shall not be considered.

4.4.3 Proposal shall not be modified or withdrawn by the Consultant after the proposal due date and time. If a proposal is withdrawn after due date and time, the earnest money deposited will be forfeited by the Employer.

4.5 Time Schedule

4.5.1 The total period for completion of the PMC shall be 24 Months plus two years of defect liability period.

4.5.2 Initial 22 days period will be available for co-ordination with the Architect and Contractor for pre-construction stage. Basically, in this period the Employer expects that Consultant will get conversant with the drawings, designs, contour surveys, soil investigation reports etc.

4.5.3 If the construction period exceeds 20 months for reasons that are not attributable to the Consultant, no extra/additional fee will be payable for extended period.

SECTION - 5

PROPOSAL EVALUATION

5.1 General: The proposal shall be evaluated on the basis of CQCCBS (Combined Quality-cum-Cost Based Selection) for which maximum 70 marks for technical proposal have been assigned and maximum 30 marks for financial proposal have been assigned. The Consultant who scores highest marks on addition of technical evaluation and price evaluation marks shall be declared the successful consultant.

5.2 Criteria for Evaluation of Technical Proposal:

5.2.1 Various aspects considered for Technical Evaluation of a proposal:

Each applicant will be given 20 minutes for their presentation of proposal before the Selection Committee followed by 10 minutes of interaction with the Committee thereof. The applicants should understand that their presentation and interaction with the Selection Committee shall also be the basis of making technical proposal in addition to other parameters.

5.2.2 The evaluation will be broadly under the following considerations:

| Sl. | Parameter | Weightage | Maximum Marks |
|-----------|--|---|---------------|
| I. | Evaluation on the basis of documents submitted in Technical Bid | | |
| 1. | Minimum turnover in terms of Consultancy Fee only (Average of previous 3 years turnover shall be counted) | (i) 60% of maximum possible marks if eligibility criteria is achieved (ii) 100% of maximum possible marks if twice the eligibility criteria is achieved (iii) In between (i) & (ii)-on pro-rata basis | 10 |
| 2. | Cost of the project in which Consultancy services have been rendered including Civil, Electrical, HVAC, Mechanical, plumbing, installation & commissioning of centralized AC plant, large sub-stations, captive power generation, interior works for Govt./ Semi-Govt./reputed Corporate Clients | (i) 60% of maximum possible marks if eligibility criteria is achieved (ii) 100% of maximum possible marks if twice the eligibility criteria is achieved (iii) In between (i) & (ii)-on pro-rata basis | 20 |
| 3. | Consultants having full-fledged establishment/office at New Delhi or in India with | As per assessment to be done by Selection Committee | 10 |

| | | | |
|--|--|--|--|
| | requisite facilities and adequate technical & support staff. | | |
|--|--|--|--|

| Sl. | Parameter | Weightage | Maximum Marks |
|-------------|---|--|----------------------|
| 4. | Manpower deployment for the project methodology and work plan for performing the assignment. | As per assessment to be done by Selection Committee | 10 |
| II. | Evaluation on the basis of Presentation: | | |
| 1. | PMC's internal process structure and MIS (i) The internal procedures, controls and project management procedures followed by PMC; (ii) Client interface and project progress reporting system efficiencies to be demonstrated by actual past reports. | (i) The bidders will be required to demonstrate the efficiency of their organisation's internal procedures for project management and its flexibility to adapt to the client's requirements; (ii) The bidder will demonstrate the efficiency of their communication process with the clients and the contractors and the progress reporting system. | 10 |
| 2. | Value Engineering: Areas of project Management where Value Engineering techniques will be applied to optimize the quality and cost | The bidder will demonstrate with evidence his ability to innovate through application of Value Engineering techniques in context of this project and its effect on optimizing the cost, quality and time schedule of the project. | 05 |
| 3. | Contract management and claim avoidance and management Techniques used for contract management with a view to claim avoidance and its management | Sensitivity of contract management procedure of the bidders to claim avoidance and its management | 05 |
| III. | Evaluation on the basis of Financial bid: | | |
| 1. | Price bid, i.e., percentage of fee on completed cost of project or tendered cost whichever is lower, or price on per unit area of campus plot, or lump sum charges of services to be provided by the Consultant | Bid with lowest price shall be given full marks and other bids will get marks inversely proportional to that of the lowest bid. | 30 |
| | | Maximum possible marks | 100 |

5.3 In the above system of evaluation the bidder who has scored maximum marks in the total of Technical bid score and Price bid score shall be selected for further negotiation, if considered necessary.

5.4 Qualifying marks of Technical Bid for opening of Financial Bid: Applicants scoring 60% of the maximum technical bid score of 70 marks i.e. 42 marks and above only shall be declared qualified technically, whose price bid shall be opened. Applicants scoring less than 42 marks in Technical Bid evaluation shall not qualify for Financial Bid opening.

5.3.1 The Technical Bids shall be opened in the presence of the representative of bidders who have submitted their bids. Results of Technical Bid evaluation done by the Selection Committee shall be announced in the presence of the representative of bidders.

5.3.2 The Financial bid of applicants who have been declared qualified in the Technical Bid shall be opened in the presence of representative of qualified technical bidders only.

5.4 The evaluation of bids done by the Selection Committee shall be final and binding on the Consultants.

5.5 Performance Guarantee: The selected applicant shall furnish within 21 days of the date of issue of work order/Letter of Intent (LOI) an unconditional Bank Guarantee. The Bank Guarantee shall be issued by any nationalized bank for an amount equivalent to 5% of the accepted tender value of the PMC services. The Performance guarantee shall remain valid for a period of 60 days beyond the date of completion of services.

5.6 Contract Agreement: The applicant shall enter into and execute the Contract with the employer. The Contract Agreement shall include the EOI and RFP document, copy of the Bank Guarantee for Performance Security, the minutes of the Pre-Bid meeting, if any, all letters exchanged between applicant and employer before the date of execution of the Contract, scope of work, Contract Fee, Payment Schedule, Project Time Schedule and other clauses like Indemnity Clause, Provisions for Modification of Contract, Termination of Contract, Confidentiality, Obligations and Liability of the Parties, Settlement of Disputes, Liquidated Damages, Representations, Warranties and Disclaimer, Force Majeure, Severability, Survival clauses etc. The Contract will be executed within 30 days from the date of issue of Letter of Intent (LOI).

5.7 Right of Rejection: The employer reserves the right to reject any proposal that does not address all the requirements of the RFP. In addition the employer reserves the right to accept or reject any proposal submitted by the applicant and to cancel the RFP process and reject any proposal submission at any time, without thereby incurring any liability to the affected applicant or any obligation to inform the affected applicant, the grounds for such action by the employer.

SECTION - 6

CONTRACT AND TERMS OF PAYMENT

GOVERNMENT OF INDIA

MINISTRY OF EXTERNAL AFFAIRS



सत्यमेव जयते

AGREEMENT FOR

PROJECT MANAGEMENT CONSULTANT (PMC) SERVICES

FOR

**Construction of Residential Project of Ministry of External Affairs
located at R K Ashram Marg, New Delhi**

BETWEEN

Ministry of External Affairs

AND

(Name of the selected applicant)

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This Agreement (hereinafter referred to as `AGREEMENT') is drawn on (*Date*) of (*Month*) (*Year*) at (*Name of station*)

by and between

Joint Secretary, Global Estate Management (GEM) Division, Ministry of External Affairs (hereinafter referred to as `Employer' which expression shall unless repugnant to the context on meaning thereof be deemed to include its successors and assigns) on the First Part

AND

(*Name of selected applicant*) (hereinafter referred to as `Project Management Consultant', a company registered in (*Name of the place where the company is registered*) and having its registered office at (*Registered office address of the company*)

WHEREAS

A. *Employer* intends to engage a Consultancy agency for PROJECT MANAGEMENT CONSULTANT SERVICES (hereinafter referred to as 'the Services') for Construction of Residential Project of Ministry of External Affairs located at Gole Market at R K Ashram Marg, New Delhi (hereinafter referred to as `the Project').

B. It is agreed by each of the party that the PMC will act as its representative to do or execute all acts and things, in connection with this AGREEMENT.

C. *Employer* agrees to engage PMC for performing such services:

Now this AGREEMENT witnesseth and it is hereby mutually agreed by and between the parties as follows:

SECTION 1: DEFINITIONS:

1. For the Purpose of this AGREEMENT, unless otherwise specified or repugnant to or inconsistent with the subject, content or meaning thereof, the following terms shall be deemed to have the following meanings:

1.1 'AGREEMENT' shall mean this AGREEMENT including all sections, annexure and appendices hereto and all documents herein attached and amendments to be made to the 'AGREEMENT', if any, which the parties may hereafter mutually agreed in writing

1.2 'Date of Acceptance' shall mean the date on which Employer confirms written acceptance to PMC's SERVICES.

1.3 `PMC' shall mean (*Name of selected applicant*) as company registered in (*Name of the place where the company is registered*) having its registered office at

(*Registered office address of the lead company*) in consortium with (*Name of partner company*) having its registered office at (*Registered office address of the partner company*).

1.4 `Parties' shall mean *Employer* and (*Name of selected applicant*) collectively.

1.5 `Services' shall mean the responsibilities to be discharged by the PMC for fulfilling its obligations under this AGREEMENT as defined under Section 4 `SCOPE OF SERVICES' of this AGREEMENT.

1.6 `Architect' shall mean M/s Design Associates INC.

1.7 `EOI' shall mean Expression of Interest document issued by the Employer.

1.8 `RFP' shall mean Request for Proposal document issued by the Employer.

1.9 `LOI' shall mean Letter of Intent issued by the Employer.

1.10 `Estimated cost of a package' would mean the cost estimate prepared for a package using the tender quantities given by the Architect and approved by the Employer.

1.11 `Estimated Project Cost' would mean the estimated Construction cost as per the Detailed Project Report submitted by the Architect and approved by the Employer.

1.12 `Executed cost of a package' shall mean the value of awarded contract adjusted for any revision in scope and any cost variations.

SECTION 2: AGREEMENT DOCUMENTS

2.1 The following documents shall be deemed to form and be read and construed as an integral part of the AGREEMENT:

- a) RFP document issued by the Employer. (Annexure-1)---
- b) Consultant's proposal No ---- dated ----along with all the submission and enclosures (Annexure – 2)----
- c) Bank Guarantee for performance security (Annexure – 3)----
- d) Correspondence between Consultant and the Employer. (Annexure – 4)(----
- e) LOI issued by the Employer vide letter No---- dated ----(Annexure – 7)----

2.2 The above documents combined together are enclosed to this AGREEMENT as Annexure. The aforesaid documents shall be taken as complementary and mutually exploratory of one another.

SECTION 3: EFFECTIVE DATE OF AGREEMENT

3.1 Notwithstanding the date of its execution, the AGREEMENT shall be deemed to have come into force with effect from ----

SECTION 4: SCOPE OF SERVICES

4.1 The scope of Services shall be as per Section 3 of RFP document referred to in Section 2 of this AGREEMENT.

SECTION 5: REMUNERATION

5.1 For the scope of services identified under Section 4 of this AGREEMENT, the Employer shall pay the fees to the Consultant as follows:

| Particulars | Fee in % of estimated project cost or actual cost whichever is less |
|--|---|
| PMC SERVICES FOR Construction of Residential Project of Ministry of External Affairs located at Gole Market, R K Ashram Marg, New Delhi. | |

Note:

1. The said fee is exclusive of GST or any other statutory taxes.
2. If the project duration extends beyond the time schedule as per Section 14, the PMC agrees to provide services to the extended time schedule and no fees for the services for the extended period shall be paid.

5.2 The PMC shall be jointly and severally responsible for the successful performance of the scope of services as per this contract.

SECTION 6: TERMS OF PAYMENT

6.1 Mobilisation Advance up to 10% of the total PMC fee based on the tendered cost of the project shall be made against an advance bank guarantee of an equivalent value as per the format acceptable to the Employer immediately after signing the contract. The accounting and proper adjustment of advance repayments from subsequent invoices shall be the responsibility of the consultant.

6.2 The fee to the PMC, indicated in Section 5 of this AGREEMENT, shall be paid by the Employer after payment of each Running Account (RA) Bill of the Contractor as same percentage of the Contractor's bill as was quoted by the PMC as indicated in Section 5 of this AGREEMENT.

6.3 As early as possible but not later than fifteen (15) working days of payment made to the Contractor, the PMC shall submit its invoices along with appropriate supporting documents for claiming the fee due.

SECTION 7: TAXES AND DUTIES

7.1 The Remuneration indicated in Section 5 is exclusive of the service tax.

SECTION 8: PERFORMANCE GUARANTEE AND LIMITATION OF LIABILITY

8.1 Performance Guarantee

8.1.1 For the due performance of the contract in accordance with the terms and conditions specified, the PMC shall on the day or before signing the contract which shall not be later than 21 (Twenty one) days of the issue of the Letter of Award/Letter of Intent, furnish performance security/Guarantee, as per the attached Proforma, from a Nationalized/Scheduled Bank to the extent of 5% of the value of total PMC fees of consultant (to be worked out considering the tender cost of project). The Bank Guarantee shall remain valid till stipulated time for completion of work plus 60 days. The EMD paid by the PMC shall be returned to the consultant after receipt of Performance Guarantee.

8.1.2 The Bank Guarantee shall be in favour of Pay & Accounts Officer, Ministry of External Affairs, Govt. of India, New Delhi, payable at New Delhi. The Bank Guarantee should be (in the prescribed format) issued from any Nationalized Bank /Scheduled Bank.

8.1.3 It is expressly understood and agreed that the performance security is intended to secure the performance of entire contract. It is also expressly understood and agreed that the performance security is not to be construed to cover any damages detailed/ stipulated in various clauses in the Contract document.

8.1.4 The performance security will be discharged by *Employer* and returned to the PMC firm, 60 days after successful physical completion of the project at site and submission of completion drawings and documents to *Employer* and statutory bodies.

8.1.5 *Employer* reserve the right of forfeiture of the performance guarantee in additions to other claims and penalties in the event of the consultant's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

8.1.6 Should the stipulated time for completion of work, for whatever reason be extended, the PMC, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended/revised Bank Guarantee to *Employer* before the expiry date of the Bank Guarantee originally furnished.

8.2 PMC shall carry out the Services in conformity with generally accepted norms and sound standards of engineering. PMC shall be responsible for the technical soundness of the services rendered. In the event of any deficiencies in

these services, the PMC's liability shall be limited to promptly redoing such services. The Employer shall not be required to pay additional compensation to the PMC for such re-done services.

8.3 PMC shall, in order to safeguard the interests of the Employer, endeavor to incorporate appropriate provisions in the specifications for purchase of equipment/appointment of contractors to ensure that the equipment suppliers/contractors provide the necessary guarantees of performance. PMC's obligations in this regard shall be limited to providing technical assistance to the Employer in procuring such guarantees.

8.4 Liquidated Damages. In the event of failure of the PMC to complete the assigned work within the stipulated time period and in case the work is delayed and the delay is attributable to the PMC, the PMC will pay to the Employer. The amount of such penalty shall be calculated @ 0.5 percent of the total PMC fees payable for delay of each week, subject to maximum of 10 percent of the total PMC fees.

8.5 Retention money. Should be limited to 5% of the accepted tender amount. 5% of each running bill will be deducted towards retention money and 50% of the retention money will be released after the completion of the successful completion of the project. Balance of Retention Money will be released after the completion of Defect Liability Period.

8.6 Defect Liability Period. Defect Liability Period of the Consultant will be for a period of Two Years after certified successful physical completion of the work.

SECTION 9: DRAWINGS AND DOCUMENTS

9.1 PMC shall carry out the review work indicated in Section 3 of RFP document based on the drawings and specifications provided by Architect and his team of sub-consultants, duly appointed by the Employer.

SECTION 10: DOCUMENTS/INFORMATION TO BE PROVIDED BY ARCHITECT

10.1 The scope of services, as detailed in the RFP document indicated in Section 2 of this AGREEMENT, is based on the understanding that Architect shall provide all necessary data/document/information to the PMC, which shall be the base information/input, relied upon by the Consultant for rendering the services

SECTION 11: FORCE MAJEURE

11.1 In the event that either party is prevented wholly or in part, by any force majeure cause, as defined hereinafter from performing or accepting performance by the other party, the parties will either agree to a fresh completion date by

condoning the period of delay arising out of such non-performance or may by mutual consent, treat the contract as terminated. However, if the force majeure conditions persist for an unreasonably long time, the party not under force majeure conditions may, by giving a notice to the other party, terminate the contract. In either case of termination, both parties will have no claim for compensation against each other, but shall receive their dues as prevailing on the date of commencement of force majeure conditions. Force Majeure is herein defined as:

11.1.1 Any cause which is beyond the reasonable control of the PMC or Employer

11.1.2 Natural phenomena including but not limited to weather conditions, fire, explosion, flood, drought, earthquake and epidemic.

11.1.3 Acts of any Governmental authority, domestic or foreign, including but not limited to war declared or undeclared, priorities, guarantees, endangers, licensing controls or production or distribution restrictions;

11.1.4 Disruption in communication;

11.1.5 Strikes and lockouts;

11.1.6 Sabotage, riot, civil commotion, invasion and insurrection.

SECTION 12: ARBITRATION

12.1 In the event of any dispute or difference arising at any time between the parties relating to the construction; meaning or effect of this AGREEMENT or any other cause or any content of the rights and liabilities of the parties or other matters specified herein or with reference to anything arising out of or incidental to this AGREEMENT or otherwise in relation to the terms; whether during the continuance of this AGREEMENT or thereafter, such disputes or differences shall be endeavored to be solved by mutual negotiations.

12.2 If, however, such negotiations are infructuous, Arbitration shall be carried out as per provisions of UNCITRAL. The venue of arbitration shall be New Delhi, India.

12.3 Any reference to arbitration shall not relieve either party from the due performance of its obligations under this AGREEMENT.

SECTION 13: OWNERSHIP OF DOCUMENTS

13.1 All the drawings, reports and documents reviewed by the PMC in the performance of the AGREEMENT shall at all stages be and remain the property of

the Employer and while in the custody of PMC shall be fully available to Employer and its duly authorized representatives. On completion of assignment, all the reviewed drawings etc. shall be delivered by the PMC to the Employer.

SECTION 14: TIME SCHEDULE

14.1 Subject to Section 20.1, the time period for completion of the Services is 24 Months from Date of commencement of the Construction project.

SECTION 15: TERMINATION

15.1 Under overall circumstances, if the Employer terminates the Agreement either in whole or portion thereof, PMC shall be compensated for the services carried out till the date of termination, less any disputed amount. The Employer shall discuss in detail with PMC to exhaust all possibilities of PMC not being able to deliver its services before applying the termination clause.

SECTION 16: INDEMINITY

16.1 Subject to Section 8.3, PMC shall be liable for and shall defend indemnify and hold Employer, its officers, agents and employees free and harmless for all losses, injuries, claims, demands, liens and judgments of any description arising out of performance or non-performance of this Agreement to the extent that such losses, injuries, claims, demands, lens and judgments are the result of an actual or alleged error, omission or negligent act of the PMC or any person employed or agent engaged by the PMC, unless such injury / damages are caused by the Employer's personnel.

SECTION 17: LANGAUGE AND MEASUREMENT

17.1 The English language will be used in all written communications, data drawings and documents exchanged between the Employer and PMC with respect to the services to be performed. All reports, drawings, documents and other technical information procured or prepared by PMC shall employ metric units of measurements. Gregorian calendar will be followed for the execution of the AGREEMENT.

SECTION 18: ADDITIONAL SERVICES

18.1 The Employer shall have the right to request in writing changes, additions modifications or deletions in any part of the work and to request in writing additional work in connection therewith and the PMC shall comply with such request.

18.2 If the Employer deviates substantially from the original scheme which involves for it proper execution extra services, expenses and extra labour on the part of the PMC for making changes and additions to any part of work, the PMC may then be compensated for such extra service on quantum merit basis at

percentages applicable under this Agreement and to be determined mutually unless such changes, alterations are due to the PMC's own commissions.

SECTION 19: MODIFICATIONS TO AGREEMENT

19.1 Should circumstances arise which call for modifications of the AGREEMENT, these may be made by mutual consent given in writing. Proposal in this respect from one Party shall be given due consideration by the other Party.

SECTION 20: VALIDITY OF AGREEMENT

20.1 This AGREEMENT shall without prejudice to the provision of Section 11 (Force Majeure) and Section 16 (Termination) remains in force till the successful commissioning of the project.

20.2 If, however, due to some unavoidable reasons the successful commissioning of the project gets delayed, the validity of the agreement, as provided in Section 14.1 may be suitably extended by way of an amended agreement duly executed by the parties' till completion of the work.

SECTION 21: APPROVALS

21.1 Any approvals to be obtained by either party from the other under this AGREEMENT shall not be unreasonably denied or withheld.

SECTION 22: CO-OPERATION BETWEEN PARTIES

22.1 The Employer 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 PMC. Similarly, PMC shall nominate and intimate in writing particulars of an officer to represent it.

22.2 The officer nominated by the Employer and by PMC shall be fully authorized to give and receive instructions and decisions which shall be deemed to have been given by the Employer and PMC respectively who shall be bound by such decisions and instructions given/received by their nominated officers. 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.

23. Code of Integrity

All bidders, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) **"Corrupt practice"**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the

procurement process or contract execution;

ii) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

iii) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

v) **“Conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain.

SECTION 24: ENTIRE AGREEMENT

24.1 This AGREEMENT constitutes the entire AGREEMENT by and between the parties. Each party to this Agreement by its execution acknowledges that the parties jointly prepared this Agreement hereto. There are no understandings, agreements or representations not specified in this Agreement.

24.2 All previous AGREEMENTS and communications relative hereto is superseded unless otherwise incorporated hereto.

SECTION 25: CONFIDENTIALITY

25.1 This Agreement, all communications and information obtained by Consultant from the Employer relating to this Agreement, and all information developed by the PMC under this Agreement are confidential. Except as provided by law or with prior written consent of the authorized representative of the Employer, the PMC shall neither divulge to nor discuss with any third party either the work and service provided here under, or any communication or information in connection with such services or work.

25.2 PMC shall not publish or cause to disseminate through any press / media release, public statement or marketing or selling effort any information which relates to this Agreement without the prior written approval of the Employer.

SECTION 26: REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

26.1 The PMC represents and warrants to the client that:

(A) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby.

(B) This Agreement constitutes its legal valid and binding obligation enforceable against it in accordance with the terms hereof.

(C) It is subject to **Laws of India** with respect to this Agreement and it is hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof.

(D) There are no actions, suits, proceedings or investigations pending or to the PMC knowledge, threatened against it at law or in equity before any court or other judicial, quasi-judicial or other authority the outcome of which may result in the breach of or constitutes a default of the PMC under this Contract or materially affect the discharge by the PMC or its obligations under the Agreement.

(E) No representation or warranty by the PMC contained herein or any other document furnished by the Employer contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make representation or warranty and misleading.

SECTION 27: WAIVERS

27.1 No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the Employer to declare a default or failure to perform or to take any other action on account of the violation of such condition if such violation be continued or repeated.

SECTION 28: SEVERABILITY

28.1 If for any reason any provision of the Contract is, or becomes invalid, illegal or unenforceable or is declared by any Court of competent jurisdiction or any other instrumentation to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or

illegal provisions, as nearby as possible. Failure to agree upon such provisions shall not be subject to dispute resolution under the Contract or otherwise.

SECTION 29: SURVIVAL

29.1 The termination of this Agreement shall not

(A) Relieve the PMC or the Employer of any obligations here under which expressly or by implication survive Termination hereof.

(B) Except as otherwise provided in any provision of the Contract expressly limiting the liability of either party shall not relieve either party of any obligations or liabilities for loss or damage to the other party arising out of or caused by acts of omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

SECTION 30: NOTICES

30.1 All notices to be given by either Party to the other in connection with rights and obligations of both Parties under or pertaining to this AGREEMENT shall be sent by post, postage prepaid or by courier and if given by facsimile, e-mail, telephone or verbally, they shall be confirmed by registered letter or courier and sent to: Under Secretary (GEM-II), Room No. 3041, A-Wing, Global Estate Management Division, Ministry of External Affairs, Jawaharlal Nehru Bhawan, D-23, Jan path, New Delhi-110011. E-mail: usgem2@mea.gov.in

30.2 Either party may change individuals designated to receive Notices or addresses and in such an event, notices shall be given to the other Party by means of a written Notices of any such change.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written

For Joint Secretary,
Global Estate Management (GEM) Division,
Ministry of External Affairs

For -----

(Signature)
Name:
Designation:

(Signature)
Name:
Designation:

Witness:

1.

(Signature)
Name:
Designation:

2.

(Signature)
Name:
Designation:

Witness:

1.

(Signature)
Name:
Designation:

2.

(Signature)
Name:
Designation:

GOVT. OF INDIA
MINISTRY OF EXTERNAL AFFAIRS
PROFORMA OF BANK GUARANTEE (PERFORMANCE)

(Judicial Stamp per Stamp Act - paper of appropriate value as respective state)

Bank Guarantee No. -----

Ref:

To
 Pay and Accounts Officer,
 The Ministry of External Affairs
 Jawaharlal Nehru Bhawan
 23-D, Jan Path, New Delhi,
 PIN-110011

Dear Sirs,

Whereas the Ministry of External Affairs having its office at Jawaharlal Nehru Bhawan, 23-D, Janpath, New Delhi-110011 (hereinafter called the MEA) which expression shall, unless repugnant to the context or the meaning thereof, include all its successors, administrators, executors and assignees has, on behalf of the President of India, awarded a work order/Contract/letter of Intent No. _____ dated _____ (hereinafter called PMC) at a total price of Rs. _____ subject to terms and conditions contained in the Contract.

Whereas, the terms and conditions of the contract require the PMC to furnish a bank guarantee for Rs. (Rupees) being 5% of the total value of the contract for proper execution and due fulfillment of the terms and conditions contained in the contract.

We, the Bank, (hereinafter called the "Bank") do hereby unconditionally and irrevocably undertake to pay to Pay and Accounts Officer, Ministry of External Affairs, Govt. of India, New Delhi immediately on demand in writing and without protest/or demur all moneys payable by the PMC to MEA in connection with the execution/supply of and performance of the works/equipment, inclusive of any loss, damages, charges, expenses and costs caused to or suffered by or which would be caused to or suffered by MEA by reason of any breach by the PMC firm of any of the terms and conditions contained in the contract as specified in the notice of demand made by MEA to the bank. Any such demand made by MEA on the bank shall be conclusive evidence of the amount due and payable by the bank under this guarantee. However, the Bank's liability under this guarantee shall be limited to Rs..... in the aggregate and the bank hereby agrees to the following terms and conditions:-

- (i)** This guarantee shall be a continuing guarantee and irrevocable for all claims of MEA as specified above and shall be valid during the period specified for the performance of the contract.

(ii) We, the said bank further agree with MEA that MEA shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities here under to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the PMC from time to time or to postpone for any time or from time to time any of the powers exercisable by MEA against the PMC under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the PMC or for any forbearance, actor omission on the part of MEA or any indulgence by MEA to the PMC firm or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

(iii) This guarantee/undertaking shall be in addition to any other guarantee or security whatsoever MEA may now or at any time have in relation to the performance of the works/equipment and the company shall have full recourse to or enforce this security in performance to any other security or guarantee which MEA may have or obtained and there shall be no forbearance on the part of the company in enforcing or requiring enforcement of any other security which shall have the effect of releasing the Bank from its full liability. It shall not be necessary for MEA to proceed against the said PMC before proceeding against the Bank.

(iv) This guarantee/undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the PMC, but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to MEA in terms thereof are paid by the Bank.

(v) The performance security will be discharged by *Employer* and returned to the PMC firm, 60 days after successful physical completion of the project at site and submission of completion drawings and documents to *Employer* and statutory bodies.

(vi) The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the bank in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the PMC (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the PMC stopping or preventing or purporting to stop or prevent any payment by the Bank to MEA in terms hereof.

We, the said Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of MEA in writing upon expiry of which, we shall be relieved from all liabilities under this guarantee thereafter.

Signed this day of at.....

For and on behalf of Bank

WITNESS.

1. _____

2. _____

**GOVT. OF INDIA
MINISTRY OF EXTERNAL AFFAIRS
PROFORMA OF BID SECURING DECLARATION**

Bids Securing Declaration

I/we accept that if I/we withdraw or modify Bids during the period of validity or if I/we are awarded the contract and I/we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/we will be suspended for the period of time specified in the request for bid document from being eligible to submit Bids for contracts with the Government of India.

Date:
Name:

Place:
Signature: