

**REQUEST FOR PROPOSAL/ TENDER
FOR APPOINTMENT OF AN
ARCHITECTURAL/ENGINEERING CONSULTANT FOR
TECHNO-COMMERCIAL EVALUATION OF
AN OFFICE BUILDING AT GURGAON**



Issue Date: - 21 APR 2011

Last Date for submission of proposals: - 06 MAY 2011

Table of Contents

1.0 INTRODUCTION AND SCOPE..... 3

1.1 PURPOSE 3

1.2 DEFINITIONS 3

2.0 TERMS OF THE TENDER..... 4

2.1 BID SUBMISSION 4

2.2 DEADLINES 4

2.3 COMPANY’S OBLIGATIONS 4

2.4 PROPOSAL EVALUATION 4

2.5 TENDER TERMS AND CONDITIONS APPLIED TO FINAL CONTRACT 5

2.6 TERMS BINDING ON BIDDER 5

2.7 HOLD HARMLESS 5

2.8 CONFIDENTIALITY PROVISION 5

2.9 SUB-CONTRACTING 5

2.10 ACCEPTANCE OF PROPOSALS 6

2.11 EVALUATION AND SELECTION 6

2.12 LIABILITY FOR ERRORS 6

2.13 ACCEPTANCE OF TERMS 6

2.14 OWNERSHIP OF PROPOSALS 6

2.15 USE OF TENDER 7

2.16 DELAY IN PERFORMANCE OF THE OBLIGATIONS BY THE BIDDER 7

3.1 PROPOSAL FORMAT 7

3.2 EARNEST MONEY 7

3.3 NOTIFICATION OF CHANGES 8

3.4 CHANGES TO PROPOSED WORDING 8

3.5 BIDDERS EXPENSES 8

3.6 CURRENCY AND TAXES 8

4. SCOPE OF CONSULTANT’S SERVICES 8

5. ELIGIBILITY CRITERIA 10

6. PRICNG MODEL & PAYMENT 10

7. PERFORMANCE GUARANTEE 101

8. DEVIATION SHEET 101

9. ARBITRATION 102

10. RECOVERY OF LOSSES 102

ANNEXURE A
 ANNEXURE B
 ANNEXURE C.
 ANNEXURE D.
 ANNEXURE E.
 ANNEXURE F.

TECHNICAL BID
 TECHNICAL BID
 TECHNICAL BID
 PRICE BID
 FORMAT OF AGREEMENT
 BANK GUARANTEE

1.0 INTRODUCTION and SCOPE

Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited (“Company”) intends to “buy” a “commercial building” of about 60000 to 80000 Sq. Ft. built up area to set up its office in Gurgaon. For the purpose the Company has invited open Tenders from Developers/ Builders/ Owners etc. developing/ owning projects to meet such a requirement. The Company intends to engage one or more Architectural/Engineering Consultant(s) with requisite expertise and experience to conduct a techno-commercial evaluation of Bids received from various developers/ builders/ owners of commercial buildings in Gurgaon.

1.1 Purpose

The purpose of this RFP is to inform potential Architectural/Engineering Consultant(s) of a business opportunity and to solicit proposals for conducting a techno-commercial evaluation of Bids received from various developers/ builders/ owners of commercial buildings in Gurgaon. Based upon the review and evaluation of proposals offered in response to this RFP, Company may at its sole discretion negotiate and enter into contracts with one or more successful Bidders.

Notwithstanding any other provision herein, Bidder participation in this process is voluntary and at Bidder's sole discretion. Price will be a consideration but will not be the sole factor in Company's decision to award a contractual relationship. Company reserves the right to accept or reject any or all bids from a specific or multiple Bidders for any reason at any time. Company also reserves the right at its sole discretion to select or reject any or all Bidder(s) in this process and will not be responsible for any direct or indirect costs incurred by the Bidders in this process.

1.2 Definitions

Throughout this Tender, the following definitions are used unless the context indicates otherwise:

- “Bidder” or “Applicant” means a company incorporated under the Companies Act 1956, that submits, or intends to submit, a proposal in response to this “Tender”;
- “Consultant(s)” means the Bidder(s) who are awarded Contract(s) resulting from this Tender;
- “Contract” means the agreement formed between the Company and the successful Bidder as evidenced by an Agreement issued to the Company;
- “Contract Documents” means the Agreement, the Bidders proposal document, the Tender and such other documents as listed in the Agreement, including all amendments or addenda agreed between the parties;
- “Must”, “mandatory” or “required” indicates an absolute minimum requirement, which, if not satisfied, may result in disqualification in the final evaluation;
- “Tender” or “RFP” means this document including any amendments, attachments, and/or clarifications pertaining to it that may be issued prior to the closing date; and,
- “May” or “is desirable” means desirable but not mandatory requirement. Bidders who are able to provide these functions or capacities may be evaluated more favorably than those who cannot.

2.0 Terms of the Tender

2.1 Bid submission

Bids shall be submitted as prescribed later in this document. Bids received after the stipulated time or the due date or incomplete in any respect are liable to be rejected.

2.2 Deadlines

Last date for receipt of questions / clarifications **by email: 26 April 2011.**

Last date for receipt of completed bids: **1700 Hrs. on 06 May 2011.**

2.3 Company's Obligations

The submission and receipt of proposals does not obligate Company in any way. Company shall not be liable for any costs incurred by Bidders in the preparation, presentation or any other aspect of the proposals received by reason of this request, nor is Company obligated to negotiate separately with any sources whatsoever in any manner necessary to serve Bidder's best interests. Company makes no representation, implied or express, that it will accept and approve any proposal submitted. Any and all Contracts which result from this Tender shall be non-exclusive, non-commitment, as-ordered agreements. Company shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. Company will also be not responsible for any damages, including damages that result from, but are not limited to negligence. Also Company will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

2.4 Proposal Evaluation

Proposals submitted may be reviewed and evaluated by any person at the discretion of Company's internal evaluation team, including non-allied and independent consultants retained by Company now or in the future for the sole purpose of obtaining evaluations to proposals.

Bidders may be asked to further explain or clarify areas of their proposal in writing, or furnish additional documents to establish their credentials during the evaluation process.

Bidders are expected to submit their best bid in response to this Tender. The bids quoted shall be according to the scope of work as per Annexure I.

The only information regarding status of the evaluation of proposals that the Company will give to any inquiring Bidder shall be whether or not that Bidder has been awarded a Contract. Company shall not be bound to disclose the reasons for accepting or rejecting any or all the bids received.

Company may conduct a reverse e-auction after the completion of the Bidding process, the schedule of which will be intimated later to all the technically qualified bidders. All Bidders must confirm if they are willing to participate in the reverse auction and if they have necessary digital signatures required for the purpose.

2.5 TENDER Terms and Conditions Applied to Final Contract

The terms and conditions of the tender, including the specifications and the completed proposal, will become part of the final Contract (the "Contract") between Company and the selected Bidder. While the Contract shall substantially be in the format provided in **Annexure E** hereto, the Company reserves the right to make modifications to the format or include additional information or clauses in the same to ensure adequate protection of its interests in the arrangement. In the event that responses to the terms and conditions will materially impair a Bidder's ability to respond to the Tender, Bidder should notify Company in writing of the impairment. If Bidder fails to object to any condition incorporated herein, it shall mean that Bidder agrees with, and will comply with the conditions set forth herein.

Any exceptions to the terms and conditions or any additions, which Bidder may wish to include in the Tender, should be made in writing and included in the form of an attachment to the applicable Section in the Tender.

2.6 Terms Binding on Bidder

Following the date for submission of proposals, and prior to Contract award, the Bid shall be binding upon Bidder in all respects for a period of 120 days.

2.7 Hold Harmless

In submitting a proposal, Bidder understands that Company will determine at its sole discretion which proposal, if any, is to be accepted. Bidder waives any right to claim damages of any nature whatsoever based on the selection process, final selection, and any communications associated with the selection.

Company reserves the right to award the Contract to the Bidder(s) whose proposal is deemed to be the most advantageous in meeting the specifications of the Tender. In addition, Company reserves the right to add or waive any requirements contained in this Tender at its sole discretion with regard to proposals submitted. Company's decision on award of Contract shall be final and binding on all the Bidders.

Company shall be at liberty to cancel the online Tender / online reverse auction process at any time, before execution of the Contract, without assigning any reason.

2.8 Confidentiality Provision

The terms of this Tender, the information provided by Company herein and all other information provided by Bidder in connection with the services offered to be provided by the Bidder pursuant to this Tender, are to be treated by Bidder as strictly confidential and proprietary. Such materials are to be used solely for the purpose of responding to this request. Access shall not be granted to third parties except upon prior consent of Company and upon the written agreement of the intended recipient to treat the same as confidential. Company may request at any time that any of Company's material be returned or destroyed.

2.9 Sub-Contracting

The services offered in response to this Tender shall be undertaken to be provided by the Bidder directly employing their employees, and there shall not be any sub-contracting, franchisee, contract to hire, consultant etc. arrangement done by the Bidder. The person designated to represent the bidder and provide information/clarifications to the Company shall be only on bidder rolls.

In case the bidder intends to avail the services of associate consultants in any specific area of expertise, the names and complete details such as qualifications, experience etc of such associate

consultants shall be furnished along with the bid. Notwithstanding engagement by the bidder of such associate consultants, the bidder shall remain primarily responsible for all the services rendered under the contract. No separate payment will be made by the Company to the bidder for engaging such associate consultants.

2.10 Acceptance of Proposals

Subsequent to the submission of proposals, interviews and negotiations may be conducted with one or more Bidders, but there will be no obligation to receive further information, whether written or oral, from any Bidder, unless called for by the company, nor to disclose the nature of any proposal received.

This RFP should not be construed as an agreement to purchase products or services. Company is not bound to accept the lowest price or any proposal of those submitted. Proposals will be assessed in accordance with the evaluation criteria.

2.11 Evaluation and Selection

A committee will evaluate proposals against the mandatory criteria as detailed herein. Proposals meeting all the mandatory criteria will then be assessed and scored against the evaluation criteria. Company's decision on evaluation shall be final and binding on all the bidders. Bidders who qualify the evaluation criteria will be short-listed for services. Commercial bids of the short-listed bidders will be opened post technical evaluation. Any deviations from the skill set / experience / prerequisites/ requirements and/or the terms and conditions of the Tender Document shall be submitted explicitly along with convincing reasons in the Company reserves all rights to reject or accept any deviations and it will not provide any justification in case it rejects deviations.

2.12 Liability for Errors

While Company has made considerable efforts to ensure an accurate representation of its intention, the information contained in this Tender is supplied as a guideline for Bidders. The information is not guaranteed or warranted accurate by Company, nor is it necessarily comprehensive or exhaustive. Nothing in this Tender is intended to restrict the Bidders from forming their own opinions and conclusions with respect to the matters addressed in this Tender. In the event Company finds that the objectives of the intended activity is better achieved by processes/procedures other than those mentioned in this document, Company shall have the right, irrespective of the fact whether it has already received proposals from intending bidders or not, to effect such changes and enter into negotiations with one or more Bidders at its sole discretion for such changed/modified processes.

2.13 Acceptance of Terms

All the terms and conditions of this Tender shall be deemed to be accepted by the Bidder and incorporated in its proposal unless specifically notified otherwise.

2.14 Ownership of Proposals

All documentation, including proposals, submitted to Company will become the property of Company.

2.15 Use of Tender

This document or any portion thereof, is the property of Company and may not be used or copied for any purpose other than the submission of the Bidder's proposal.

2.16 Delay in performance of the obligations by the Bidder

The Bidder must strictly adhere to the terms, specified in the Contract to be executed between the Company and the Bidder for performance of the obligations arising out of the Contract. Any delay will be dealt with by the Company as per terms specified in the Contract.

3.1 Proposal Format

The Bid (attached formats – Annexures 'A' 'B' 'C' & 'D') duly sealed and super scribed “ **Bid for Architectural/ Engineering Consultant for Techno-commercial Evaluation.**” should be addressed to Vice President - Procurements, Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited, 2nd Floor, Augusta Point, Sector 53, DLF Golf Course Road, Gurgaon -122001. Please note that the Technical and Commercial bids have to be in **separate sealed envelopes** duly marked as **Technical Bid** and **Commercial Bid** respectively. Company is not responsible for non-receipt of Bids by the specified date and time due to any reason including holidays. All questions / clarifications, if any, regarding this tender should be communicated **only** on email ID tenderproperty@canarahsbclife.in. **Last date for receipt of any query is 26 April 2011.** Replies/clarifications to the queries received will be posted on the company's web site. Bids received after the stipulated date/ time or bids which are incomplete in any respect are liable to be rejected.

Bidders must furnish the information as explained hereinbelow: -

- a) Bidder's name and address, Bidder's telephone number, email address and a contact person.
- b) One page letter of introduction identifying the Bidder and signed by the person or persons authorised to sign and bind the Bidder to statements made in the proposal. The returned RFP will be referenced as an attachment if/when a contractual agreement is executed. This document has to be uploaded and mapped with this corresponding schedule.
- c) Please follow the format of this RFP, placing answers in the space immediately after sections requiring responses.
- d) **NO CHANGES TO THE LINES, FORMAT OR STRUCTURE OF ANY SPREADSHEETS IS PERMITTED. CHANGING THE SPREADSHEETS IN ANY WAY, OTHER THAN INSERTING THE REQUIRED INFORMATION, SHALL BE CONSIDERED CAUSE FOR YOUR DISQUALIFICATION FROM FURTHER ANALYSIS AND PARTICIPATION IN THE RFP PROCESS.**
- e) Any additional information, brochures, etc., can be provided at the discretion of the Bidder and should be clearly labelled and uploaded.

3.2 Earnest Money: Each bid must be accompanied with an Earnest Money of ₹ 25,000 (Rupees Twenty Five Thousand only) in the form of a Demand Draft in Favour of Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd. payable at Gurgaon. Bids without the Earnest Money shall not be accepted. If the bidder withdraws or modifies his offer unilaterally during the validity period of the bid, or violates any of the terms and conditions of this Bid

document, or fails to comply with any instructions issued in accordance with the provisions of this document or fails to furnish the Performance Guarantee, the Earnest Money shall be forfeited in favour of the Company.

The earnest money will not bear any interest. In case of unsuccessful bidder the earnest money will be refunded within 7 (seven) days after the decision to award the Work is taken or after expiry of the validity period of the offer, whichever is earlier. If the bidder is a Consortium, it shall be required to indicate / mandate the name of the member in whose favour the refund of earnest money is required to be issued in the event such Consortium is unsuccessful in getting the bid. The mandate once given cannot be altered at a later stage. In the case of the successful Bidder to whom the contract is awarded, the earnest money will be returned on furnishing the Performance Guarantee. The Earnest Money is liable to be forfeited in the circumstances mentioned above.

3.3 Notification of Changes

Company reserves the right to modify the terms of the RFP at any time at its sole discretion and the same will be uploaded on the website www.canarahsbclife.com. The bidders must keep themselves updated and the Company will not be responsible for such information not being downloaded by the bidder. Bidders are advised to check the web site before submitting the bids.

3.4 Changes to Proposed Wording

The Bidder will not be permitted to change the wording of its proposal after submission to Company. No words or comments will be added to the general conditions or detailed specifications unless requested by Company for the purposes of clarification.

3.5 Bidder's Expenses

Bidders are solely responsible for their own expenses in preparing and submitting a proposal to Company, if any.

3.6 Currency and Taxes

Prices quoted are to be in Indian rupees, inclusive of all taxes except Service Tax. Service Tax at applicable rates will be paid extra.

4. Scope of Consultant's Services

From the offers received in response to the tenders invited from developers and builders the Company will shortlist a maximum of three offers, which prima facie appear to meet the Company's requirements, for further detailed scrutiny and evaluation. The Consultant's services are sought to carry out a detailed techno-commercial evaluation of the three short-listed offers and to submit a report, giving a comparison of the features/specifications of the buildings offered in the bids vis-a-vis the Company's requirements, the advantages and disadvantages of each and the Consultant's recommendations on the most suitable offer. The report should cover, broadly but not limited to, the following: -

Due Diligence Exercise

- Detailed scrutiny of the tenders received including preparation of the comparative statement etc.

- Conduct Due diligence on the properties shortlisted by the Company for basic conditions like access roads, availability of power, water, utilities etc.
- Review and comment on the design parameters adopted by the builder or his designers for structural design and design of various services vis-à-vis the Codal requirements.
- Review and comment on the procedures and practices adopted by the builder or his designers for structural design and design of various services
- Review & comment upon the adequacy of the civil, mechanical, electrical, HVAC, fire fighting and plumbing services vis-a-vis the requirements as defined by the company or as per standard practices, Codes and Bye-laws .
- Checking availability and authenticity of various Statutory and other Approvals such as CCs / NOC from Govt. / Statutory authorities from time to time such as plinth verification / further CCs / occupation / completion / drainage / water supply and electrical connection, verification by lift and electrical authorities, fire clearance etc.
- Review of builder's records pertaining to Quality Assurance and Quality Control, third party quality certificates etc and comment on the quality of civil, mechanical, electrical, HVAC, fire fighting, lift and plumbing works.
- Review and comment on the electrical/mechanical/HVAC/lift/fire alarm/fire fighting and other equipments/machines installed by the builder.
- Review and comment on the compliance of the as built drawings received from the developer.
- Compare the specifications of the building versus the general industry practices, the company's requirements and comment on the adequacy of the same.

Physical Evaluation

- Take physical measurements of areas proposed to be bought to arrive at exact built-up area.
- Compare physical records with other options based on a logical matrix.
- Conduct destructive/ non destructive tests of the building structure/ materials used/ design parameters etc. and comment on its suitability.
- Create objective matrix for evaluation of all parameters
- Assign score to compare the building parameter amongst various buildings.
- Review & recommend suitable option based on the scores achieved on technical evaluation of the bids.

Methodology of Execution

- Create comparison matrix to ensure apple to apple comparison of the options under evaluation.
- Compare & recommend through draft report.
- Discuss with the company to arrive at the best options.
- Highlight the shortcomings & recommend corrective action.

Exclusions from Scope of Services

- Market Rate comparison for short-listed sites.
- Legal scrutiny of title deeds etc.

- Valuation of the property.

The list of duties mentioned above is only indicative and the consultant will have to assume full responsibility for completion of the project both qualitatively and quantitatively as per accepted contract conditions in the best possible workmanlike manner in all respects till its occupation within the agreed time schedule and cost by following laid down norms / procedure of the Company and guidelines of CVC in an open and transparent manner to the satisfaction of the Company and towards achieving this goal whatever is required to be done will have to be arranged by the consulting firm with the approval of the Company.

5. Eligibility Criteria

The bidders shall satisfy the following minimum eligibility criteria: -

- I. The bidder should also have a full fledged office and should have adequate number of qualified architects, engineers and other personnel on the payroll / establishment of the company.
- II. The bidder should have in-house expertise in various disciplines such as architecture, civil and structural design, electrical & mechanical and HVAC design, fire alarm and fighting services etc and should be familiar with the provisions of the relevant BIS Specifications and Codes, the National Building Code and local municipal Bye-laws applicable to Gurgaon..
- III. The bidder should have a minimum of **10 years'** experience in the field of planning, designing and supervising construction of multistoried (G+4 and above) commercial buildings including all internal and external services such as electrical, AC, plumbing, lifts, fire fighting etc as on 31.12.2010.
- IV. If the bidder does not have in-house expertise in any of the relevant areas, it should have a tie-up with associate consultants having required expertise in the areas and minimum experience of 5 years. The details of such tie-ups with details of the associate consultants shall be furnished.
- V. The bidder should have, during last 7 years ending on 31.12.2010, planned, designed & supervised, as prime Architect/ Consultant, offering all services as in (II) above, any of the following:
 - (a) at least ONE multi storeyed commercial/ office building of at least 60000 sq. ft. built-up area one of which should be located in municipal limits of Gurgaon/ NCR, OR
 - (b) at least TWO multi storeyed commercial/ office buildings of at least 40000 sq. ft. built-up area each out of which at least ONE should be a building within Gurgaon/ NCR .

6. Pricing Model and Payment

The prices have to be submitted in sealed envelopes as per the format given in Annexure D. All payments will be made by crossed DD only in Indian Rupees. The payment will be based on the **Built-up area** finally selected for transfer to the Company.

The **built up area** at each floor level shall be measured, correct to ½ inch or 1 cm, in the presence of the Company's and Bidder's authorized representatives for finalizing the exact Built-up area. The measurements shall be taken from the outside face of the exterior wall to the outside face of the opposite wall, excluding thickness of finishing items like plastering, stone veneering, glass/ACP cladding etc. Internal vertical shafts/ducts for service cables, pipes, ducts etc shall be

included in the built up area but other shafts/cut-outs/wells etc will be excluded. Balconies and projections of height not less than the adjoining space and covered with roof shall be included. The area of the open balcony and open terraces shall not be considered. Towers, turrets, domes projecting above roof level etc, created purely for architectural effects without any useable area below shall not be included. Area of overhead and underground tanks also shall not be measured separately. Area occupied by common services such as generator rooms, sub-stations, plant rooms, pump rooms etc and area of entrance hall, foyer, passages, staircases, lifts, service shafts etc which is shared by others and not exclusively for the use of the Company shall also not be measured separately. Parking area in basement, stilt floors, open ground will **NOT** be measured for payment purposes.

7. Performance Guarantee

Within 7 days of the date of issue of the letter of acceptance by the Company the successful Bidder shall furnish an irrevocable bank guarantee in the name of Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited, in the format attached, from a scheduled commercial bank in India (other than Canara Bank, HSBC and Oriental Bank of Commerce), as Performance Guarantee, for an amount equal to 10% (ten percent) of the contract value.

The Performance Guarantee shall be encashed and forfeited if the Bidder fails to complete the task as per the defined Scope and within the stipulated time as mentioned elsewhere in this document and/or if the Bidder breaches any of the terms and conditions of this Bid.

Performance guarantee shall be released by the Company to the Bidder after satisfactory completion of the project and successful submission of completed reports by the Bidder to the Company. No interest shall be payable by the Company on the amount of the performance guarantee.

8. Deviation Sheet

Deviations from Technical Specifications and Terms and Conditions of the Tender

	RFP Document Clause	Technical Specification or Terms and Condition in the RFP document	Deviation offered	Reasons and whether deviation adds to the operational efficiency in case of the systems
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Note:

Deviations from any of the terms and conditions of the tender document should be specified

If any deviations from the technical specifications are warranted, reasons for such variations should be specified and if such deviations/ variations add to improvement of the overall

performance of the systems, those should be specifically mentioned and supported by relevant technical documentation as specified above.

9. Arbitration:

Subject to the terms of the standard format of agreement attached, in the event of any dispute, difference or question of arising out of or touching or concerning the agreement with the Consultant, the same shall be referred, at the option of either party (Company or Consultant), to the arbitration of a Sole Arbitrator, appointed by the Company, who shall be a Fellow of the Indian Institute of Architects or Fellow of Institution of Engineers (India). The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall be applicable to the arbitration. The arbitration proceedings shall be held at Gurgaon. The language of the arbitration shall be English. If any fees are payable to the arbitrator, these shall be borne equally by both the parties. The award of the arbitrator shall be final and binding upon the parties.

10. Recovery of Losses: In case it is established that due to any lapse on the part of the Consultant the Company had to incur additional cost or loss due to incorrect measurements or any other reason, suitable recovery may be effected from the Consultant's fee as per provision of section 73 of Indian Contract Act 1872.

Authorized Signatory of Company

ANNEXURE 'A'

TECHNICAL BID

RFP FOR APPOINTMENT OF AN ARCHITECTURAL/ENGINEERING CONSULTANT FOR TECHNO-COMMERCIAL EVALUATION OF AN OFFICE BUILDING

1. Name of the Firm: -
2. Address: -
3. Telephone Nos. including Mobile: -
4. Fax No. : -
5. Constitution of the Firm: -
6. Year of Establishment: -
7. Name of Partners / Associates: -
8. Bio-data of Partners / Associates, Details: -
(May be given in the Enclosed format Annexure B)
- 9a. Registration Number with Council of Architecture, Institution of Engineers etc: -
- 9b. Details of Income Tax and service tax registration: -
- 9c. Amount of service tax paid year-wise: -
(During last 3 financial years ending on 31.03.2010)
10. Name and value of major Building: -
(Construction works completed during the last 7 years. Details may be given in the enclosed format Annexure C)
11. Name & Value of the major Building: -
(Construction work on hand. Details may be given in the enclosed format Annexure D)
12. Name & value of other major works on hand: -
(Details may be given in the enclosed format Annexure E).
13. Are you willing to participate in reverse auction? Do you have the necessary digital signature?
14. Details of in-house expertise available and list of Technical Personnel employed with their specializations: -
15. Details of associate consultants proposed to be engaged by the Firm: -
16. Banker' s Name: -
17. Enclose copy of latest IT Return acknowledgement: -
18. List of registration with other Organisations: -
19. Any other information/details to establish your suitability:-

Note: Please enclose separate sheets for additional information, photographs, and documents.

Signature of the Consultant with seal

Date:

Place:

TECHNICAL BID
RFP FOR APPOINTMENT OF AN ARCHITECTURAL/ENGINEERING CONSULTANT FOR
TECHNO-COMMERCIAL EVALUATION OF AN OFFICE BUILDING

BIO-DATA OF THE PARTNERS/ KEY PERSONNEL/ ASSOCIATES

1. Name: -
2. Position held: -
3. Associates with the firm since: -
4. Date of Birth: -
5. Professional Qualifications: -
6. Professional Experience and specialisation: -
7. Professional Affiliation/Membership: -
8. Important projects handled and share of responsibility:
9. Details of cost effective methods/ designs adopted in the projects: -
10. Exposure to new materials/ Techniques:

Signature of the Consultant with seal

Date:

Place:

(Use additional sheets.)

TECHNICAL BID
RFP FOR APPOINTMENT OF AN ARCHITECTURAL/ENGINEERING CONSULTANT FOR
TECHNO-COMMERCIAL EVALUATION OF AN OFFICE BUILDING

LIST OF MAJOR BUILDING CONSTRUCTION WORKS HANDLED DURING THE LAST 7 YEARS
ENDING 31.12.2010

Sr. No.	Name of the Client	Nature of work	Main Features of building	Location (municipal limits)	Estimated value	Built-up Area in Sq.ft.
1	2	3	4	5	6	7

Height of the building	Date of start of construction.	Period of completion	Actual date of completion or present stage	Role of bidder	Remarks
8	9	10	11	12	13

Note: Use additional sheets, if required, to explain the bidder's role/responsibility in the project and if any associate consultants were engaged.

PRICE BID

(IN SEPARATE SEALED ENVELOPE)

**REQUEST FOR PROPOSAL
FOR APPOINTMENT OF AN ARCHITECTURAL/ENGINEERING CONSULTANT FOR
TECHNO-COMMERCIAL EVALUATION OF AN OFFICE BUILDING AT GURGAON FOR
CANARA HSBC ORIENTAL BANK OF COMMERCE LIFE INSURANCE COMPANY
LIMITED**

We have understood the prequalification criteria, scope of the services to be offered, the terms and conditions for the appointment of Architectural/Engineering Consultant(s) specified by Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited in their technical bid as well their standard agreement for the captioned purpose and we will abide by the same in case our proposal is accepted.

Accordingly, we quote a total lump sum professional fees of Rs.....
(Rupees.....only) per sft of built up area (excluding covered/open parking) as finally selected by the Company, plus service tax at actuals and as applicable.

Signature
Name and designation of the Authorised signatory

Stamp and Seal

Date

FORMAT OF AGREEMENT WITH THE CONSULTANT

THIS SERVICES AGREEMENT ("Agreement") is made at _____ this _____ day of _____ 200__:

BETWEEN

Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited, a Company incorporated under the Companies Act, 1956 having its Registered Office at 112, JC Road, Bangalore and Corporate Office at 2nd Floor, Augusta Point, DLF Course Road Sector 53, Gurgaon 122002 hereinafter referred to as the "Company" (which expression shall unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the One Part;

AND

[Name of the Consultant], a company registered under the Companies Act, 1956 having its Registered Office at _____ hereinafter referred to as the "Consultant" (which expression shall unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the Other Part; _____ and the Consultant are collectively referred to as the "Parties" and singly referred to as a "Party").

WHEREAS the Company intends to buy a "commercial building" of about 60000 to 80000 sft built up area to set up its office in Gurgaon, and whereas the Consultant has agreed to provide necessary architectural/ engineering services for conducting a techno-commercial evaluation of Bids received from various developers/ builders/ owners in accordance with and subject to the terms and conditions set forth in the Request for Proposals and the Bids submitted by the Company in response to the RFP and accepted by the Company.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. DEFENITIONS AND SCOPE

- a. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Request for Proposals
- b. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;
 - (i) RFP Document, duly filled in and submitted by the bidder;
 - (ii) _____
 - (iii) _____
- c. In consideration of the payments to be made by the Company to the Consultant, the Consultant hereby covenants and agrees with the Company to provide the required services in conformity in all respects and subject to all terms and conditions/rules as mentioned in the aforesaid documents which shall form part of this agreement.

2. APPOINTMENT

Subject to the provisions of this Agreement, and in consideration of the obligations undertaken by the Consultant as set forth in this Agreement, and relying on the representations and warranties of the Consultant, the Company hereby appoints the Consultant, and the Consultant hereby accepts its appointment, as a non-exclusive consultant for providing the Services as hereinafter defined.

3. SERVICES

3.1 The Consultant shall provide the services as specified in **Para 4 of the RFP**.

3.2 The Company may add to or reduce the scope of the Services, from time to time, by giving at least 10 days notice to the Consultant. Any such changes made by the Company in the scope of Services shall take effect from the date notified in such notice issued by the Company and shall be deemed to form part of the Agreement.

3.3 The Consultant shall use its best efforts in providing Services to the Company. Subject to fulfillment of the applicable laws and regulations, without in any way relieving the Consultant of its obligations or in any manner diluting its obligations, the Consultant shall, at its own cost and sole responsibility, appoint/designate its employees, agents, as the Consultant considers appropriate, for providing Services to the Company. It is clarified that, notwithstanding such appointments, the Consultant shall continue to be liable to the Company under this Agreement.

3.4 The Consultant shall, with respect to any matter pertaining to or arising out of this Agreement, deal with the Designated Person of the Company as may be appointed and notified by the Company, from time to time. All such dealings shall take place only during normal business hours. The Consultant shall also nominate and keep nominated at all relevant times, one of its senior employees to be the authorized representative of the Consultant who shall have the authority to do all such acts as may be required to be done by the Consultant under or pursuant to this Agreement and the acts done by such authorized person shall be binding on the Consultant.

4. TERM AND TERMINATION

4.1 This Agreement will take effect on the date of execution hereof and shall remain in force during the contract period unless it is terminated in accordance with the following provisions of this Clause 4.

4.2 Subject to the provisions of this Agreement, either Party hereto may at any time terminate this Agreement, without assigning any reason, by written notice of not less than 1 (One) month to the other Party.

4.3 Without prejudice to clause 4.2, the Company may terminate this Agreement forthwith, if any of the following events occur at any time after the date hereof:

- (i) If there is a breach by the Consultant of any agreement, covenant, condition or obligation contained in this Agreement and such breach, in the opinion of the Company, is incapable of being remedied, or in case of a breach, which in the opinion of the Company is capable of remedy, remains un-remedied for a period of fifteen (15) days from the date of service of written notice by the Company to the Consultant;
- (ii) If, in the opinion of the Company, the conduct of the Consultant is prejudicial to the interest or reputation of the Company or the Consultant makes any misrepresentation to the Company;
- (iii) If the Consultant commits or attempts to commit any fraud or violates or attempts to violate any applicable law or causes or attempts to cause a breach by the Company of any law or regulation;

- (iv) If the Consultant becomes incapable of rendering the Services or performing its functions or compounds with its creditors or a receiver is appointed for any part of the business or assets of the Consultant;
 - (v) If the Consultant files any petition for winding up, or if any petition for winding up is filed by any person against the Consultant and the same is not dismissed within a period of 60 days after such filing;
 - (vi) If the Consultant fails to meet the minimum performance requirements prescribed by the Company, from time to time;
 - (vii) If the Consultant commits a material breach of the provisions of this Agreement.
- 4.4 The termination of this Agreement shall not affect (i) any of the rights to which a Party is entitled, and (ii) any of the obligations/liabilities to which a party may be subject, that has accrued prior to such termination.
- 4.5 In addition to the other rights of the Company as provided in this Agreement, upon the termination of this Agreement, the Consultant shall, forthwith:
- (i) cease to represent that it is in any manner connected to the Company;
 - (ii) return to the Company any authorization or other letter or document issued to the Consultant to identify itself as a consultant of the Company;
 - (iii) cease to use the Confidential Information including, without limitation, any document, products literature, stationery or other material received from or belonging to the Company;
 - (iv) deliver/return to the Company all information and documents, operations manual, software, data or other materials received from or belonging to the Company;
 - (v) render proper account of all documents and other materials received from or belonging to the Company;.
- 4.6 The Company shall have no obligation to pay remuneration to the Consultant in the event this Agreement is terminated by the Company for fraud or misconduct by the Consultant or for any other cause.
5. COVENANTS, RIGHTS AND OBLIGATIONS OF THE CONSULTANT:
- 5.1 In addition to the covenants, rights and obligations provided elsewhere in this Agreement, the Consultant shall:
- (i) engage and employ competent personnel who shall use their best efforts, devote their time and attention and exercise due skill and diligence in performing the Services and in promoting the interest of the Company;
 - (ii) bear and pay (except as may otherwise be specified in this Agreement) all costs, charges and expenses incurred by it in performance of the Services and conduct of its activities pursuant to this Agreement;

- (iii) The Consultant shall at all times be liable to ensure statutory compliances including those under applicable labour law enactments in respect of persons employed/engaged by it for performance of its obligations under this Agreement, and shall keep the Company indemnified at all times on account of any breach, violation or noncompliance on part of the Consultant in regard to such compliances. It is expressly agreed that the personnel deployed by the Consultant for performance of the Services under this Agreement shall not under any circumstances be deemed to be employees of the Company, and the Consultant shall ensure at all times that no claims of employment or benefits are made by such persons on the Company. The Consultant also agrees to fully indemnify the Company against any and all costs, damages that the Company may have to incur in the event such a claim is made on the Company.
 - (iv) use ethical and lawful means in rendering the Services for the Company and shall not at any time, whether during the currency of this Agreement or otherwise, act in a manner, which may cause any disrepute to or adversely affect the reputation or cause damage to the goodwill of the Company;
 - (v) obtain prior written approval of the Company, in form and content, before publishing or circulating, directly or indirectly, any material in any form, concerning the Company or its business, or concerning, or connected with in any way, this RFP, the documents, including electronic documents, handed over to the consultant or the consultant's own reports in the discharge of his services under this contract.
 - (vi) abide by the directions, instructions, guidelines and procedures of the Company, maintain records of all its transactions in relation to the Company and furnish a detailed report in relation thereto, to the Company and maintain the service level standards prescribed by the Company in the Schedule of Services in performing the Services.
 - (vii) Perform his obligations under this Agreement on or within the time period prescribed by the Company for the performance of Services under this Agreement. Any failure of the Consultant to perform its obligations under this Agreement within the time prescribed by the Company would be a material breach of this Agreement and the Company shall have the right to terminate this Agreement with the Consultant, if the Consultant fails to cure such breach within a reasonable period of time notified by the Company. On such failure the Consultant shall be liable for all damages/ extra cost incurred by the Company as a result of such termination.
- 5.2 The Consultant shall promptly notify the Company in writing, if the Consultant is in breach or likely to be in breach of any of its obligations, covenants, duties, representations or warranties under this Agreement or any other law for the time being in force. Any failure on the part of Consultant in notifying the Company shall be considered as a material breach of the provisions of this Agreement.

6. FEES AND CHARGES:

- 6.1 In consideration of the Services to be rendered by the Consultant, the Company agrees to pay to the Consultant, the Fees as quoted in the "Price Bid – Annexure D" of the RFP subject to any modification as agreed by both parties, after deduction of all applicable taxes, levies and other charges, that are required to be deducted or withheld (under applicable law or this Agreement) from the gross amount in the Invoice. Such payments shall be made by the Company to the Consultant, only after completion of all services to the entire satisfaction of the Company, within 30 days of receipt of relevant Invoice from the Consultant, subject to the Consultant furnishing all appropriate documents (including those in relation to reimbursement of Charges).
- 6.2 Unless otherwise expressly provided in Schedule 2, any reimbursement of Charges will be made by the Company only if such amounts have been previously approved by the Designated Person of the Company. Further, all original bills, payment receipts and other supporting documents for

Charges incurred by the Consultant shall be submitted to the Company along with the relevant Invoice.

- 6.3 The Company may, at its discretion, set off and adjust any amounts (including Fees and Charges) payable to the Consultant against any other payments due from the Consultant to the Company (either under this Agreement or in any other manner outside the Agreement) and the Consultant hereby consents to such set off and adjustment.
- 6.4 In the event the Consultant does not perform all the services agreed to under this Agreement within the time specified or the Company is not satisfied with the services of the Consultant, the Company shall issue a written notice to the Consultant informing the Consultant of its dissatisfaction or the non performance of the Consultant and the Company shall not be liable to pay the Consultant for the same.

7. LIABILITY AND INDEMNITY:

The Consultant shall indemnify and hold harmless the Company from and against any losses, liabilities, damages, claims, costs and expenses (including attorney's fees and expenses, any third party claims), which the Company or any of its Directors or officers may incur or suffer as a result of or in connection with any of the following:

- (i) breach by the Consultant or its employees or agent of any agreement, covenant, obligations, duties or condition contained in this Agreement;
- (ii) the submission of inaccurate information by the Consultant to the Company;
- (iii) the commission of any acts or any omission by the Consultant or its employees or agent;
- (iv) violation or breach of any applicable law by the Consultant or its employees;
- (v) any unlawful act or misdemeanour committed or performed by the Consultant or its employees or agents while providing Services to the Company under this Agreement;
- (vi) breach or purported breach by the Consultant of any of the intellectual, industrial or other property rights of any other persons;

8. DATABASE AND CONFIDENTIALITY:

- 8.1 The Consultant shall hold in strictest confidence the information and documents in all forms given to the consultant in connection with or relating to this RFP and agreement. The Consultant further agrees and acknowledges that such information and documents belongs to and is the sole property of the Company and the Consultant, including its employees and associate consultants shall not disclose or cause to be disclosed (whether directly or indirectly) any part of it to any person (except to its employees and to the extent such disclosure is necessary in the course of performance of Services under this Agreement). The Consultant acknowledges that any disclosure or dissemination of such information and documents to any other person will cause the Company grave prejudice and harm to the Company.
- 8.2 The Consultant shall forthwith return all Confidential Information to the Company upon the termination or expiration of this Agreement and shall destroy any such Confidential Information as may be contained in its records or books or systems.
- 8.3 The Consultant confirms and agrees that it will procure, each of such employees, consultants or other persons engaged by the Consultant in relation to or pursuant to this Agreement in providing

the Services, to execute appropriate documents securing confidentiality of such Confidential Information, as they apply to the Consultant herein.

8.4 The provisions of this Clause 8 shall survive expiration or termination of this Agreement.

9. INTELLECTUAL PROPERTY RIGHTS

Neither party shall use the trademark(s), trade name(s), or other designations of the other party, its Associated Companies in anyway without prior written consent of such other party.

10. SUBCONTRACTING

The Consultant shall not sub-contract the services agreed to be rendered by the Consultant under this Agreement, except to the extent of engaging associate consultants/ expert for any specialist services the details of which have already been indicated in the Technical Bid and accepted by the Company.

11. NON-SOLICITATION

The Consultant shall not, without the prior written consent of the Company, at any time during the term of this Agreement and for a further period of six months following the expiry, dissolution or termination of the Agreement either independently or through any of its directors, employees, agents or any other third party or howsoever approach or solicit or endeavour to employ or entice away from the Company, any personnel of the Company, whether or not such person was involved with the Services provided under this agreement.

12. ENVIRONMENT & SAFETY

- 12.1 The Consultant agrees to prevent or mitigate any damage due to environmental pollution caused directly or indirectly by performance of its obligations under this Agreement. In an event of environmental pollution caused by the Consultant, the Consultant shall fully indemnify the Company against any third party claims that may arise from such pollution.
- 12.2 The Consultant warrants that it will comply strictly with all environmental protection and health and safety at work legislations, and keep the Company at all times from any loss/damage arising on account of an act or omission on part of the Consultant in relation to health and safety of persons employed or engaged by it.

13. AUDIT AND INSPECTION

- 13.1 On sufficient notice to the Consultant, the Company may cause the Consultant's conformity with the applicable laws and regulations to be audited either by itself or by a third party engaged by the Company.
- 13.2 During the term of this Agreement and six months thereafter the Company is entitled to have inspected the Consultant's performance of services and/or deliverables under the Agreement either by itself or by a third party engaged by the Company, insofar as reasonably necessary to verify compliance with the provisions of this Agreement. Such persons carrying on the inspection shall sign appropriate confidentiality agreements as required by the Company.

14. ARBITRATION:

All disputes or differences between the Parties under or in connection with this Agreement or any breach thereof shall be submitted to arbitration as provided for in the RFP.

15 JURISDICTION.

Only courts in New Delhi/ Gurgaon will have exclusive jurisdiction over any matter arising out of, or in relation or pursuant to this Agreement.

16. MISCELLANEOUS:

16.1 Independent Parties

The Parties to this Agreement are independent parties. Nothing in this Agreement shall be deemed to constitute a partnership between the Parties or constitute a relationship of, employer and employee or agency, between the Company and the Consultant or between the Company and any persons employed by the Consultant.

16.2 Notices:

All notices, demands or other communications required to be given or made hereunder by either Party shall be in English language, in writing and (i) delivered personally, (ii) sent by prepaid registered post, (iii) sent through courier, (iv) sent through facsimile transmission addressed to the other Party at its address or number given below or to such address or number as that Party may from time to time notify to the other Party;

To the Company:

Address: _____
Facsimile Number: _____
Attention:

To the Consultant:

Name
Address:
Facsimile Number:
Attention:

16.3 Costs and Expenses:

Unless otherwise expressly provided in this Agreement, each Party shall bear and pay their respective costs and expenses for execution of this Agreement and performance of their respective obligations hereunder.

16.4 Severability:

The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction to which any Party is subject shall not affect the legality, validity or enforceability of the other provisions hereof.

16.5 Waiver:

No failure of either Party to exercise, and no delay by it in exercising, any right, power or remedy in connection with this Agreement (each a "Right") will operate as a waiver thereof, nor will any single or partial exercise of any Right preclude any other or further exercise of such Right or the exercise of any other Right. Any express waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach.

16.6 Assignment:

The Company shall be entitled to assign this agreement or any of its rights and obligations under this Agreement to any other person, for which the Consultant hereby gives consent. The Consultant however shall not be entitled to assign its rights and obligations hereunder, except as may be specifically and previously permitted by the Company in writing.

16.7 Entire Agreement/Amendment:

Subject to provisions of clause 3.2 of this Agreement, this Agreement incorporates the entire Agreement between the Parties hereto and no amendment, alteration, cancellation or variation thereof shall be of any force or effect unless it is in writing and signed by both the Parties hereto.

16.8 Further Acts:

Each Party undertakes to execute, do and take all such steps as may be in their respective powers to execute, do and take or procure to be executed, taken or done and to execute all such further documents, agreements and deeds and do all further acts, deeds, matters and things as may be required to give effect to the provisions of this Agreement.

16.9 Gender; Number:

The use of the masculine gender shall include the feminine gender and vice-versa. The use of the singular number shall include the plural number and vice-versa.

16.10 Headings:

Clause headings used herein are only for ease of reference and shall not affect the interpretation or meaning of any provision of this Agreement.

16.11 Counterparts:

This Agreement may be executed in two counterparts, one to be retained by each Party, each of which shall constitute original but both of which when taken together shall constitute and evidence one and the same transaction.

16.12 Taxes etc. in relation to the Services:

The Parties agree that the Fees as specified in this Agreement shall be considered as all-inclusive fees, unless specifically indicated otherwise, and no further amounts by way of any taxes, charges or other levies shall be payable by the Company over and above the Fees specified. Any and all such present and future taxes, charges or other levies would be borne and paid by the Consultant.

16.14 Liability to pay taxes on income:

Notwithstanding any deductions as may be made by the Company as specified in this Agreement (including Clause 6.1) or as may be required under applicable law, the Consultant alone shall be liable to bear and pay any taxes on income earned by it.

IN WITNESS WHEREOF this Agreement has been entered into on the date and year first hereinabove written

For _____

In the presence of:

By: _____

Name:

Address:

Title:

For [CONSULTANT]

In the presence of:

By: _____

Name:

Address:

Title:

BANK GUARANTEE FORMAT

Whereas _____ (Name and address of the bidder) (hereinafter called “**Bidder**” has submitted its bid dated _____ (Date) to **Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd., Gurgaon** hereinafter called the “**Beneficiary**”.

And whereas it has been stipulated in the said bid that the bidder shall furnish to the Beneficiary a Bank Guarantee from a Scheduled Bank for the sum specified therein as security for compliance of the Bidder’s obligations as stipulated in the bid documents

Know all men by these presents that we, _____ (Name of the issuing Bank) formed under the [●] Act having its registered office at _____ amongst others a branch at _____ (hereinafter called the “**Bank**” in this guarantee) are bound unto the Beneficiary for a maximum sum of Rs _____ (Rupees _____ only) in aggregate (hereinafter called “**Guaranteed Sum**”) for which payment well and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents;

The conditions upon which the Beneficiary shall be entitled to invoke the guarantee provided hereunder are:

1. If the Bidder fails to perform the Work according to the agreed Specification, time schedule, in accordance with the Defined Scope or the Agreement.
2. If the Bidder commits breach any of the terms and conditions of the Bid Documents.
3. If the Bidder, having been informed in writing of any defect or deficiency of whatever nature in the Work performed by it, fails to submit reports as defined by the Beneficiary to the satisfaction of the Beneficiary within a schedule time.

We, the Bank, undertake to pay to the Beneficiary an amount upto the Guaranteed Sum, upon receipt of his first written demand without the Beneficiary having to substantiate his demand, provided that in his demand the Beneficiary will note that the amount claimed by him is due to him owing to the occurrence of one or the above mentioned conditions, specifying the occurred condition or conditions.

Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs.....(Rupees _____ only) and will remain in force upto _____ and any demand in respect thereof must reach the Bank not later than the date of expiry of this guarantee i.e., on or before _____ failing which all the rights of the Beneficiary under the guarantee shall be forfeited and the Bank shall be deemed to be relieved or discharged from all liabilities hereunder.

Dated ___ day of _____ 201 .

AUTHORISED SIGNATURE OF THE ISSUING BANK

Seal of the Bank

Signature, Name and address of the Witness

To :
