



Central Support Office, New Delhi
CSO/FM/PNBHFL/FEBRUARY 2017

Expression of Interest

From

Architects/Architectural Firm

For

Providing Consultancy/Architectural Service

For our proposed CSO (Corporate Office) of about 50,000 square feet in
Delhi/NCR

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Introduction and Disclaimer

This **Expression of Interest** (“**EOI/ EOI document**”) has been prepared solely to enable PNB Housing Finance Limited (“**PNBHFL**”) for empaneling suitable and competent “Consultant Architects” for Construction/Renovation/Interior Furnishing works at proposed Central Support office at Delhi/NCR. The EOI document is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement in respect of the services.

Costs borne by Respondents/Applicants

All costs and expenses incurred by prospective applicant in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and for providing any additional information required by PNBHFL, will be borne entirely and exclusively by the prospective Applicant(s).

No legal relationship

No binding legal relationship will exist between any of the Applicants and PNBHFL until execution of a contractual agreement with the successful Applicant.

Evaluation of Offer

Each Applicant acknowledges and accepts that PNBHFL may, in its absolute discretion, apply any additional criteria it deems appropriate in the empanelment process, not limited to those selection criteria set out in this EOI document.

Disqualification

Any form of canvassing/lobbying/exercise of influence/ cartelization etc. by the Applicant will result in disqualification of such Applicant.

The information contained in this document is confidential. The Applicant shall not share this information with any other party not connected with responding to this EOI. The information contained in this EOI or subsequently provided to Applicant(s) whether verbally or in writing by or on behalf of PNBHFL shall be subject to the terms and conditions set out in this EOI and any other Agreement/ Contract to be executed by PNBHFL.

The EOI document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The purpose of this EOI is to provide information to the potential Applicants, who qualify to submit the response to this EOI, to assist them in responding to this EOI. Though this EOI has been prepared with sufficient care to provide all required information to the potential Applicants, potential Applicants however may need more information than what has been provided herein. In such cases, the potential Applicant is solely responsible to seek the information required from PNBHFL. PNBHFL reserves the right to provide such additional information at its sole discretion. In order to respond to the EOI, if required, and with the prior permission of PNBHFL, each Applicant may conduct their own study and analysis/assessment and seek its own professional, technical, financial and legal advice, as may be necessary.

PNBHFL makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations on any claim the potential Applicant may make in case of failure to understand the terms and requirements of this EOI and responds to the EOI. PNBHFL may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this EOI and specify additional user requirements or cancel this EOI at any time without assigning any reason thereof and without any notice, at its sole discretion.

Invitation of proposals for empanelment of Architects

While due care has been taken in the preparation of this document, PNBHFL will not be held responsible for any inaccuracy in the information provided herein. The Applicant must apply its own care and conduct its own investigation and analysis regarding any information contained in the EOI document and the meaning and impact of all such information contained in the EOI.

It is the Applicant’s responsibility to:

- examine this EOI;
- examine all other information available on reasonable inquiry relevant to the risks, contingencies and circumstances affecting its response to the EOI; and
- Satisfy itself as to the completeness, correctness and sufficiency of all the information contained in its response to the EOI.

List of Performa/Annexures:

| Performa No. | Contents |
|--------------|--------------------------------------|
| Annexure 1 | Eligibility Criteria/Response format |
| Annexure 2 | Technical Response format |
| Annexure 3 | Price Bid |

Definitions

Following terms are used in the document interchangeably to mean:

1. **‘Applicant’ or ‘Service Provider’ or “Consultant Architects”** shall mean a vendor submitting the Proposal in response to the EOI for Architectural advisory/consultancy services.
2. **Bidder** means the architects/firms
3. **‘CSO’** means Central Support Office ;
4. **‘Contract’ or ‘Agreement’** as referenced herein shall mean the Agreement which PNBHFL would enter into with empanelled architects;
5. **‘Deliverables’** means the tangible results of the implementation services to be provided by the Applicant to PNBHFL as mentioned in the Detailed Scope of Work –Section 4;
6. **‘Eligibility Bid’** shall mean the process of identifying the Applicants who are meeting the minimum criteria set out by PNBHFL to become eligible to participate in the EOI. The Applicants who qualify in the Eligibility Bid shall be considered for further technical evaluation;
7. **‘PNBHFL’** means ‘PNB Housing Finance Limited’, which term shall include its successors and assigns;
8. **‘Respondent’/‘Recipient’/‘Applicant’/’** means the respondent to the EOI document;

- 9 **Service Provider'/'SP'** means successful architects/firms for allotment of work under open tender query.
- 10 **'EOI' or EOI document'** means the Expression of Interest document including all appendices, annexures and any addendum.
- 11 **'Technical Bid'** shall mean the response submitted by the Applicants giving details of information sought for their competency evaluation.

Applicant'/'Architects' and 'PNBHFL' shall be individually referred to as 'Party' and collectively as 'Parties' as the case may be.

1. **Preface**

This Expression of Interest (**'EOI document'** or **'EOI'**) has been prepared solely for empanelment of suitable and competent "Consultant Architects" for Construction/Renovation/Interior Furnishing works at its proposed Central Support office at Delhi/NCR.

1.1. **Information provided**

The EOI document contains statements derived from information that is believed to be true and correct at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with PNBHFL in relation to the provision of services. Neither PNBHFL nor any of its directors, officers, employees, agents, representative, contractors, or advisors hereby give any representation or warranty (either oral or written), express or implied as to the accuracy, or completeness of any writings, information or statement (or any updations thereto) given or made in this EOI document. Neither PNBHFL nor any of its directors, officers, employees, agents, representative, contractors, or advisors have carried out or shall carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the EOI.

PNBHFL accepts no responsibility for any statement made in any print media formats or other material and anyone placing reliance on any such other source of information would be doing so at his own risk and responsibility.

The information contained in this EOI is selective and is subject to updation, expansion, revision and amendment, if required. It does not, and does not purport to, contain all the information that a prospective Applicant may require.

1.2. **For Respondent/ potential Applicants only**

The EOI document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent" or "the Applicant") i.e. Government Organization/Public Sector Undertaking (PSU) / Company incorporated under Companies' Act 1956, registered in India and no other person or organization.

1.3. **Disclaimer**

PNBHFL and its directors, officers, employees, contractors, representatives, agents, and advisors disclaim all liability arising from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("**Losses**") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this EOI document or any conduct ancillary to it whether or not the Losses

arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of PNBHFL or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

1.4. Evaluation of offers

In this EOI, PNBHFL has specified an indicative list of selection criteria. However, PNBHFL reserves the right to apply other selection criteria that it deems appropriate and to be in best interest of PNBHFL and is not limited to those selection criteria set out in this EOI document. Also PNBHFL in its sole discretion may accept/rejects any or all the responses applied under this EOI, without assigning any reason whatsoever.

The issuance of EOI document is merely an invitation to offer and must not be construed as any agreement, contract, or arrangement nor would it be construed as any investigation or review carried out by PNBHFL. The Recipient acknowledges by submitting its response to this EOI document that it has not relied on any information, representation, or warranty given in this EOI document.

1.5. Observations

Each Recipient in case, come across any point/ issue etc. in the content of the EOI, which in the opinion of the Recipient need clarification from PNBHFL, the Recipient should notify PNBHFL of such observation/s so found through e-mail.

1.6. Acceptance of terms

An Applicant will, by responding to PNBHFL's EOI document, be deemed to have accepted the terms and conditions contained in this EOI document.

2. EOI Response terms

2.1. Objective of EOI

The objectives of this EOI are:

- To invite one Eligibility Bid and one Technical Bid from each Applicant for the services mentioned in this EOI;

2.2. Application money

An application fee of INR 5,000/- (INR Five Thousand only) by way of bankers cheque/ demand draft/ pay order in favor of PNB Housing Finance Ltd., Payable at Delhi/New Delhi should be submitted with this EOI (Downloaded Copy) at following address:-

Mr. Anshul Bhargava, Chief People Officer,
Facility Management Department,
PNB Housing Finance Limited, 2nd Floor, Antriksh Bhawan, 22, Kasturba Gandhi Marg,
New Delhi - 110001
Contact Number: 011-23736857

The banker's cheque/ demand draft/ pay order for payment of application fee should be issued from a scheduled commercial bank incorporated in India.

This EOI can also be downloaded from PNBHFL website: www.pnbhousing.com under "tender" section. The Applicant downloading the EOI from PNBHFL website has to ensure payment of application money before the last day of submission of the EOI. PNBHFL shall not be liable / held responsible in case any interested party is unable to download the EOI from the website for whatsoever reasons.

Any Applicant, who has not availed copy of EOI through the aforesaid channel, will not be allowed to participate in the empanelment process.

In case of non-submission of application money with the EOI copy will liable to be summarily rejected.

2.3. Late submission of EOI responses

Interested applicants must ensure that their responses are submitted by the due date indicated in this EOI. EOI responses received after the deadline for submission of EOIs will be summarily rejected. Only in exceptional scenarios and with substantial reasons, and at absolute discretion of PNBHFL, the timeline may be extended by half an hour. It should be clearly noted that PNBHFL shall have no obligation to accept or act on any reason for a late submitted response to EOI. PNBHFL has no liability to any person who submits a late EOI response for any reason whatsoever.

Registration of EOI response

1. EOI responses should be submitted in the manner defined in Section 5.
2. The EOI response must contain all documents, information and details required by this EOI. All submissions shall confirm to the format outlined in this EOI. The details regarding the same are provided in section 5.

EOI is liable to be summarily rejected, If the submission to this EOI does not include all the documents and information required or is incomplete;

All submissions, including any accompanying documents, will become property of PNBHFL. The Applicant shall be deemed to have licensed, and granted all rights to PNBHFL and PNBHFL shall be free to reproduce and use the whole or any portion of their submission for the purpose of evaluation, and to disclose and/or use the contents of such submission (and accompanying documents etc.) to any person/ consultant etc., notwithstanding any copyright or other Intellectual Property Rights of the Applicant that may subsist in the submission or accompanying documents.

2.4. Timeframe

The following is an indicative timeframe for the overall selection process. PNBHFL reserves the right to revise/modify this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof to any of the Applicants. Changes to the timeframe will be conveyed to the affected Respondents during the process.

Table 2-1 Timeframe

| | |
|------------------|------------|
| EOI Notification | 27-02-2017 |
|------------------|------------|

| | |
|--|------------|
| Closing Date - Last Date of submission of EOI response | 10-03-2017 |
|--|------------|

Interested Applicants are expected to adhere to the timeframe mentioned above.

2.5. Submission of responses

The detailed response as per section 5, should be submitted in person to the PNBHFL's **contact officer** mentioned below:

Mr. Anshul Bhargava, Chief People Officer,

Facility Management Department,

PNB Housing Finance Limited, 2nd Floor, Antriksh Bhawan, 22, Kasturba Gandhi Marg,
New Delhi - 110001

Contact Number: 011-23736857

Fax No.: 011-23357173

Email Id: anshul.bhargava@pnbhousing.com

Also for all matters pertaining to this EOI, the Applicant should contact the **Contact officer** mentioned above.

3. Overview of PNBHFL

PNBHFL is a public limited company incorporated under Companies Act 1956, and licensed and regulated by National Housing Bank.

PNBHFL's main business is offering of loans for purchase / construction of houses, apartments to retail customers and builders etc. and also for repairs, renovations or upgradation of the immovable residential properties. The product offerings may vary from time to time.

The various customer segments serviced for loans from PNBHFL include retail customers, corporate customers (builder's loans etc.).

For more details, kindly visit PNBHFL web-site www.pnbhousing.com.

4. Scope of Work

4.1. GENERAL SCOPE OF WORK FOR THE CONSULTANT ARCHTECT

1. To assist in finalization/measurement of shortlisted premises by the PNBHFL with the help of technical skills/report etc. or as per requirement of the project.
2. To prepare plans with detailed sketch designs with two/three alternative schemes including carrying out necessary revisions till the sketch designs are finally approved by the PNBHFL as per the requirement of the project.

3. To prepare detailed design of all internal and external services such as electrical, AC, plumbing, water supply, soil and storm water drainage, lifts, fire fighting / horticulture, EPBAX / networking, gymnasium, parking, building management system, etc. All drawings will have to be prepared to the specified scale in three colour copies and editable soft copies in Autocad format.
4. To prepare subhead-wise item-wise/ detailed estimated based on current market rate analysis, which will include preparation of rate analysis for all major items, take off/ quantity sheets. Working out overall built up area rate and its comparison for reasonableness with other buildings recently done as also with CPWD built up area rates etc. for submission to the PNBFL for approval of the cost.
5. To prepare tender documents including detailed bills of quantities (BOQ) as per approved plans and estimates for various civil, sanitary, furnishings, electrical, air-conditioning. Furniture and other jobs.
6. To assist PNBHFL for prequalification and empanelment of trade-wise contractors by following elaborate procedure / norms laid down by PNBHFL/CVC guidelines.
7. To prepare the comparative statement of the tenders received and advise the company for awarding the job after detailed scrutiny of the tender received.
8. Complete role of Consultant Architect to ensure both qualitative and quantitative aspects of the project and would include day to day supervision of work through a team of various experienced team led by a Project Manager to be posted at the site and who will be overall responsible for smooth and timely completion of all works within the agreed time schedule without cost overruns barring exceptional circumstances beyond the control of the consultant. The PMC work will broadly include recording of measurements, verification of running account, final bills of contractors, finalization of accounts, extra / deviated items, rate analysis, maintaining various registers as per CVC/ PNBHFL guidelines at site, preparation of bar chart.
9. The Consultant Architect will have to apply and obtain on behalf of the PNBHFL all required approvals from Govt./Statutory authorities from time to time such as occupation/ completion/ drainage/ water/ electrical connection/ verification by lift and electrical authorities etc. well in time so that the progress of the work is not hampered.
10. The effective communication between various agencies / vendors contractors will have to be ensured by the consultant. The problems / hindrances/ bottlenecks need to be sorted out/ removed by arranging site meetings of all concerned including employer (PNBHFL) and record of such meetings, decisions taken etc. need to be maintained in a chronological manner kept in a separate register.
11. To prepare estimates for furniture/additions/alteration.

12. To supervise and certify that the construction/alterations etc. are carried out by the Contractor as per company's specifications and requirements.
13. To provide market rate justification to the Company for scrutiny of rates quoted in the tenders.
14. To check and verify the bills of the contractors for making running and final payments. The Consultant Architect will maintain measurement books which will be submitted along with the bills.
15. Any other work relating to the premises, furnishing and furniture as may be entrusted by the Company.
16. The consultant Architect shall not carry out any deviations from the agreed tender except with the prior approval of the company in writing. Rates of additional work will be settled by the Architect as derived from the tender. In case the rates cannot be derived from the tender, the rates for additional work will be on the basis of market rate analysis.
17. The Consultant Architect will be responsible for any unjustified/irregular payment made to the contractors on the basis of his recommendations as pointed out by PNB Housing Finance Limited or any of its auditors/governing body.
18. During the defects liability period carrying out periodical inspection along with representatives of PNBHFL and contractor, preparation of defects list and arrange for its rectification from contractor.

5. Responses to EOI

The Response should constitute two separate parts. The response should be organized and submitted in the following manner

Part I - Eligibility Response:

- i. Covering letter certifying eligibility criteria compliance (eligibility criteria as defined in **Annexure 1**);
- ii. Duly filled up Appendix **3** – eligibility criteria compliance;
- iii. Supporting credential letters/testimonials from relevant organisations or copies of documentation from clients or purchase order copies certifying compliance ; and

Part II - Technical Bid:

- i. 1 copy of the Technical Response as per **Annexure 2** with pages properly numbered, each page signed and stamped. The Technical Response should be bound in such a way that the sections of the proposal could be removed and separated easily;

Part III – Price Bid: Duly filled price bid in annexure 3 in sealed envelope separately.

- Response has to be submitted in sealed envelopes and envelopes must be super-scribed with the following information as well:
 - Name of Applicant with contact number and email ID.

- All the pages of the proposal including annexure, appendices and documentary proofs should be numbered and be signed by the authorized signatory of the Applicant.
- The response documents should be submitted to PNBHFL in physical copies.
- The aforementioned envelopes as indicated above must be addressed to the following:

Mr. Anshul Bhargava, Chief People Officer,
 Facility Management Department,
 PNB Housing Finance Limited,
 2nd floor Antriksh Bhawan,
 22, Kasturba Gandhi Marg,
 New Delhi - 110001

The sealed Bid envelopes should be delivered to Mr. Anshul Bhargava, Chief People Officer, at PNBHFL Office between 10:00AM to 5:00 PM on working days only (Applicant to check PNBHFL's holiday list with respect to the same.).

6. Overview of work allotment process

The allotment of work will happen based on technical & commercial offerings and other dominant criteria specific to nature of site, location, quality, load factor, etc. Allotment of work will be at sole discretion of PNBHFL.

6.1. Earnest Money Deposit (EMD)

In response to EOI query (for allotment of work), PNBHFL ask Bidders to submit a demand drafts/Banker's cheques/pay orders drawn in favor of PNB Housing Finance Ltd. payable at Delhi/New Delhi of Rs. 1.00 Lacs towards Bid security/earnest money deposit. The EOI responses without accompanying the demand draft / Banker's cheques/pay orders towards bid security/earnest money deposit are liable to be rejected. EMD of selected service provider will be retained and will be returned only after completion of work. For rest of the bidders EMD will be returned post successful selection of Service Provider.

7. Payment Terms and Conditions

Payments for the availed services would against milestone completion. Indicative payment plan is given below:

| Milestone Completion | %age Payout |
|---|--------------------|
| Layout finalization: | 10 |
| Finalization of Tender document along with estimates: | 30 |
| Work/Site completion: | 50 |
| Expiry of Warranty period (one year after site completion): | 10 |

7.1. Penalty:

PNBHFL expects the empanelled Architects/Service Provider to supervise, keep strict check over contractors and get completed the scope of the Project within the timeframe agreed. Inability of the Service Provider to get completed the Project within timelines would be treated as breach of Contract and would invoke the penalty clause. The proposed rate of penalty would be as mentioned below:

- In the event of non-provisioning of service at any location/office even after extension of delivery date, penalty at 1 % of the payout of the services will be charged for every week's delay subject to maximum of 5%.
- In case the delay exceeds five weeks, PNBHFL reserves the right to cancel the order and in such a case the earnest money deposit (EMD) received from the Service Provider shall be forfeited.
- In the event the Project timeframes are impacted due to delays caused solely by PNBHFL, the Service Provider will be given additional time (proportionate to the time lost due to the delay) to complete the activity and further the Service provider will not be responsible for any penalties for such delay or resultant extension
- Penalties on delay of Deliverables will be applicable when the delay is not entirely attributable to PNBHFL. PNBHFL at its sole discretion may also terminate the Contract and recover the amount paid if any, with 1.25% interest per month from the date of each payment made by PNBHFL to the Applicant.

7.2. Force Majeure

- 7.2.1. The Service Provider shall not be liable for any penalty or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 7.2.2. For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, Acts of God or of public enemy, acts of Government of India in their sovereign capacity and acts of war.
- 7.2.3. If a Force Majeure situation arises, the Service Provider will have to promptly notify PNBHFL in writing of such conditions and the cause thereof within fifteen calendar days of such Force Majeure event. Unless otherwise directed by PNBHFL in writing, the Service Provider will have to continue to perform Service Providers obligations under the Contract as far as is reasonably practical, and will have to seek all reasonable alternative means that performance not prevented by the Force

Majeure event. All costs in this regard shall be to the account of the Service Provider exclusively.

- 7.2.4. In such a case the time for performance will have to be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, PNBHFL and the Service Provider will have to hold consultations in an endeavor to find a solution to the problem.

7.3. Payment in case of Termination of Contract:

In case the Contract is terminated payment towards services will be made on pro rata basis, for the period services have been delivered, after deducting applicable penalty and TDS/other taxes.

7.4. Overall liability of the Service Provider

The Service Provider aggregate liability in connection with obligations undertaken as a part of the Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Cost Ownership. The Service Provider's liability in case of claims against PNBHFL resulting from willful misconduct or gross negligence of the Applicant, its employees and subcontractors or from infringement of Intellectual Property Rights, breach of confidentiality, or violation of any legal, regulatory, statutory obligations shall be unlimited.

8. General Terms & Conditions

1. PNBHFL reserves the right to:
 - Reject any and all responses received in response to the EOI without assigning any reason thereof;
 - Waive or change any formalities, irregularities, or inconsistencies in Proposal format delivery;
 - To negotiate any aspect of Proposal with any Applicant and negotiate with more than one Applicant at a time;
 - Extend the time for submission of all Proposals;
 - Select the most responsive Applicant (in case no Applicant satisfies the eligibility criteria in totality);
 - Select the next most responsive Applicant if negotiations with the Applicant of choice fail to result in an agreement within a reasonable time frame;
 - Share the information/clarifications provided in response to EOI by any Applicant, with any other Applicant(s) /others, in any form; and
 - Cancel the EOI at any stage, without assigning any reason whatsoever.

2. **Authorized Signatory:** The selected Applicant shall specify the names, contact details (address, email, telephone, mobile, fax) and designation of the authorized signatories who

can discuss and correspond with PNBHFL, with regard to the obligations under the Contract.

3. **Applicable Law and Jurisdiction of court:** The Contract with the selected Applicant shall be governed in accordance with the Laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at Delhi (with the exclusion of all other Courts). Appropriate arbitration mechanism shall also be included in the Contract.
4. **Subcontracting:** The Service Provider shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the selected Applicant under the Contract without the prior written consent of PNBHFL.
5. The Applicant is expected to peruse all instructions, forms, terms and specifications in this EOI and its annexures. Failure to furnish all information as required in the EOI Documents, in the formats prescribed or submission of a Proposal not substantially responsive or submission of unnecessary additional information as part of response to this EOI document in every respect may result in rejection of the Bid of the Applicant.
6. At any time prior to the deadline for submission of Bids PNBHFL may, for any reason, whether at his own initiative or in response to a clarification requested by prospective Applicants, modify the EOI by amendment, which will be placed on the PNBHFL's website for information of all prospective Applicants.

All such amendment shall become part of the EOI and same will be notified on PNBHFL's website- www.pnbhousing.com. The Applicants are required to have a watch on PNBHFL's website for any such amendment.

7. PNBHFL reserves the right to extend the dates for submission of responses to this document with intimation on the PNBHFL's website.
8. PNBHFL reserves the right to change the requirement specifications and ask for the revised Bids or cancel the process without assigning any reasons.
9. The modifications to the EOI terms if any and accepted by PNBHFL in writing, shall form a part of the final Contract.
10. The Applicants who wish to submit responses to this EOI should note that they should abide by all the terms and conditions contained in the EOI. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.
11. PNBHFL intends that the Applicant selected under the EOI shall have the responsibility for fulfilling all obligations and providing all Deliverables and services, notwithstanding the fact that the Applicant may after procuring written consent of PNBHFL, appoint / procure services of third party to perform all or part of the obligations contained under the EOI / subsequent Contract.
12. Unless expressly overridden by the specific agreement to be entered into between PNBHFL and the successful Applicant, the EOI shall be the governing document for arrangement between PNBHFL and the Applicants.

13. Applicant must deploy manpower having requisite qualification, experience, skill-set etc. for the Project.
14. PNBHFL reserves the right to call for any additional information and also reserves the right to reject the Proposal of any Applicant if in the opinion of PNBHFL, the information furnished is incomplete or the Applicant does not qualify for the Contract.
15. The scope of the Proposal shall be on the basis of single point responsibility, completely covering the products and services specified under this EOI, on end-to-end solution basis.
16. **Professionalism** - The selected Applicant should provide professional, objective and impartial advice at all times and hold the PNBHFL's interests paramount and should observe the highest standard of ethics while executing the assignment
17. Any additional or different terms and conditions proposed by the Applicant would be rejected unless expressly assented to in writing by PNBHFL.
18. Time and quality of the service are the essence of this agreement. The Service Provider must strictly adhere to the delivery schedule of all the links at all locations/offices. Failure to do so will be considered as breach of the terms and conditions of the Contract.
19. **Termination Clause:** PNBHFL reserves its right to terminate or cancel the empanelment at any time partially or fully in the event of one or more of the following situations:
 - Shortfall in achieving the quality requirement by the selected Service Provider at any given site(s).
 - Selected Service Provider fails to perform any other obligation(s) under the Contract to the satisfaction of PNBHFL or within the time specified within or under the Contract. In such cases, the selected Service Provider shall not be entitled under the Contract to payment of any amount by way of compensation.
 - Any threat is perceived or observed on the security of PNBHFL's data / property out of any action by the staff deployed for monitoring / configuration etc., by the selected Applicant.
 - However, either Party, in the case of termination, will give 7 days written notice to the other Party.
 - PNBHFL may, at any time terminate the Contract by giving written notice to the selected Service Provider if the selected Service Provider becomes bankrupt or otherwise insolvent or if a resolution is passed for the winding up of the selected Applicant otherwise than a member's voluntary winding up for the purposes of amalgamation or reconstruction (subject to the prior approval of PNBHFL) or a receiver or administrator is appointed for the whole or part of the undertaking of the selected Applicant. In this event, termination will be without compensation to the selected Applicant, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to PNBHFL.
 - PNBHFL may, at its sole discretion and at any time terminate the Contract and inform the selected Applicant of PNBHFL's decision by written instruction to that effect after giving a notice of 7 (seven) days for the same. In the event of the Contract being so terminated, the selected Applicant shall take such steps, as are necessary to bring the

services to an end (including terminating any sub-contracts placed by the selected Applicant) in a cost effective, timely and orderly manner. In the event of termination of Contract the Applicant will assist in smooth migration to new vendor.

20. PNBHFL shall release the payment to selected Applicant as per the agreed payment terms mentioned in commercial terms and conditions.
21. The selected Applicant undertakes to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.
22. PNBHFL shall not be held liable for costs incurred during any discussion on Proposals or proposed contracts or for any work performed in connection therewith.
23. PNBHFL will scrutinize the Bid/Offer to determine whether they are complete, whether any errors have been made in the Offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. PNBHFL may, at its discretion, waive any minor non-conformity or any minor deficiency in an Offer. This shall be binding on all the Applicants and PNBHFL reserves the right for such waivers and PNBHFL's decision in the matter will be final.
24. **Violation of terms:** PNBHFL clarifies that PNBHFL shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Applicant from committing any violation or enforce the performance of the covenants, obligations and representations contained in the EOI. These injunctive remedies are cumulative and are in addition to any other rights and remedies PNBHFL may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.
25. To assist in the scrutiny, evaluation and comparison of Offers, PNBHFL may, at its discretion, ask some or all Applicants for clarification of their Offer. The request for such clarifications and the response will not necessarily be in writing. PNBHFL has the right to disqualify the Applicant whose clarification is not received by PNBHFL by the stipulated date and time or is found not suitable to the proposed project.
26. PNBHFL may appoint and avail the services of an external consultant for evaluation of the Bids.
27. PNBHFL shall be under no obligation to accept the lowest or any other Offer received in response to this EOI and shall be entitled to reject any or all offers including those received late or incomplete Offers without assigning any reason whatsoever. PNBHFL reserves the right to make any changes in the terms and conditions with information to all Applicants. PNBHFL will not be obliged to meet and have discussions with any Applicant, and / or to listen to any representations.

28. The Bids containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the responses. Technical details must be completely filled up. Correct technical information / description of the services / product being offered must be filled in specific terms. Filling up of the information using terms such as "OK", "accepted", "offered", "noted", "as given in brochure / manual" is not acceptable. PNBHFL may treat Proposals not adhering to these guidelines as unacceptable.
29. The PNBHFL reserves the right to ascertain information from the banks and other institutions to which the Applicants have rendered their services for execution of Project.
30. Applicants must disclose in their response details of any circumstances, including personal, financial and business activities that will, or might, give rise to a conflict of interest; if they were awarded the Contract in terms of the EOI. Where Applicants identify any potential conflicts they should state how they intend to avoid such conflicts. PNBHFL reserves the right to reject any Bid which, in PNBHFL's opinion, gives rise, or could potentially give rise to, a conflict of interest.
31. PNBHFL may at its absolute discretion exclude or reject any Proposal that in the reasonable opinion of PNBHFL contains any false or misleading claims or statements. PNBHFL has no liability to any person for excluding or rejecting any such Proposal.
32. This EOI contains information proprietary to PNBHFL. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees (of the prime Applicant) involved in preparing the requested responses. The information contained in the EOI may not be reproduced in whole or in part without the express permission of PNBHFL.
33. The Applicants agree and confirm that the responses received by PNBHFL shall become the property of PNBHFL and can't be returned. Information provided by each Applicant will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the Applicant.
34. Information provided by each Applicant will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the Applicant.
35. No extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Applicant, which in the opinion of PNBHFL should entitle the Applicant to a reasonable extension of time, such extension may be considered but shall not operate to relieve the Applicant of any of its obligations. PNBHFL shall not be liable for any extra financial commitment due to such extension of time.
36. The Service Provider shall promptly notify PNBHFL of any event or conditions, which might delay the completion of Project in accordance with the approved schedule and the steps being taken to remedy such a situation.
37. Selected Applicant shall indemnify, protect and save PNBHFL against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting directly or indirectly from an act or omission of the selected Applicant, its employees, its agents, in the performance of the services provided by Contract , infringement of any patent,

trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project.

38. PNBHFL reserves the right to verify, through its officials or such other persons as PNBHFL may authorise, the progress of the Project at the development site of the Applicant.
39. Any publicity by the Applicant in which the name of PNBHFL is to be used should be done only with the explicit written permission of PNBHFL.
40. Applicant should guarantee that the software and allied components used for the services of PNBHFL are licensed and legal.

41. Compliance with Laws:

- a. The successful Applicant shall be required to undertake to observe, adhere to, abide by, comply with and notify PNBHFL about compliance of all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of the EOI and shall indemnify, keep indemnified, hold harmless, defend and protect PNBHFL and its employees/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- b. Compliance in obtaining approvals/permissions/licenses: The successful Applicant shall be required to promptly and timely obtain all such consents, permissions, approvals, licenses, etc, as may be necessary or required for any of the purposes of this Project or for the conduct of their own business under any applicable law, Government regulation/guidelines and shall keep the same valid and in force during the Period of the Contract, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate PNBHFL and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on Applicant's part to conform or comply with the above and all other statutory obligations arising there from and PNBHFL will give notice of any such claim or demand of liability within reasonable time to the Applicant.

42. **IPR Infringement:** As part of this Project, Applicant will deliver office layout plan, interior designs, etc. If any such deliverable to PNBHFL, infringes the Intellectual Property Rights of any third person, Applicant shall be solely liable to indemnify and keep indemnified PNBHFL to the extent of direct or indirect damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement.

The Applicant will have to ensure that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in the EOI and subsequent Contract.

43. Alternate Service Provider: At any point during the Contract, PNBHFL may engage alternate service provider/consultant for redundancy and as per need of the project.

44. Limitation of liabilities: The liability of the Applicant shall not be only limited to the liability under clause 5.6 above but the Applicant shall also be liable with respect to its obligations under or arising out of this EOI and the contractual agreement which shall be executed between PNBHFL and the selected Applicant for consequential, exemplary, punitive, special, or incidental damages, including but not limited to, loss of data, work stoppage, loss of work product that may arise due to negligence or willful misconduct, breach of the Contract, breach of warranties, or any and all other commercial damages or losses whether directly or indirectly caused by the Applicant/Service Provider.

45. Corrupt and fraudulent practice

1. As per Central Vigilance Commission (CVC) directives, it is required that Applicants / contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
2. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in Contract execution
3. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of Contract to the detriment of PNBHFL and includes collusive practice among Applicants (prior to or after response submission) designed to establish bid prices at artificial non- competitive levels and to deprive PNBHFL of the benefits of free and open competition
4. PNBHFL reserves the right to declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

46. Resolution of Disputes

PNBHFL and the selected Applicant shall make every effort to resolve amicably by direct informal discussion, any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal discussions, PNBHFL and the Applicant have been unable to resolve amicably a Contract dispute, either Party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed forum.

The dispute resolution mechanism to be applied shall be as follows:

- In case of Dispute or difference arising between PNBHFL and the selected Applicant relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator mutually agreed upon by the Parties hereto, from a panel of three (3) arbitrators suggested by PNBHFL.
- Arbitration proceedings shall be held at New Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the Parties shall be English;
- The cost and expenses of Arbitration proceedings will be equally shared and paid by both the Parties i.e. PNBHFL and the successful Applicant.
- The Contract shall be interpreted in accordance with the laws of the Union of India and the Parties agree to submit to the exclusive jurisdiction of courts at Delhi (with the exclusion of all other courts).
- No conflict between the selected Applicant and PNBHFL will cause cessation of services. The services shall be withdrawn by PNBHFL only.
- PNBHFL reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this EOI.

Annexure 1: ELIGIBILITY CRITERIA:

All firms interested and fulfilling the under mentioned eligibility criteria should apply only.

The minimum qualifying criteria for Consultant Architect is as under:

- Architects Firms whose annual financial turnover during the last 3 years, ending 31st march of the previous financial year, should be at least 5 crores.
- Architects Firms who have completed at least one work of 15.00 crores or two work of renovation/interior furnishing of value amounting to Rs. 8 crores each or more during the last two years ending last day of month previous to the month of the publication.
- Architect Firms who have completed at least one work of 40,000 Square feet or two work of renovation/interior furnishing of size of 20,000 Square feet area each or more during the last two years ending last day of month previous to the month of the publication.

Firms who fulfil the above criteria may only submit their application to the Chief People Officer, Facility Management Department, PNB Housing Finance Limited, Central Support Office, 2nd Floor Antriksh Bhawan, 22, K. G. Marg, New Delhi-110 001 with following details:-

Annexure 2: Technical Response

Particulars Of The Firm To Be Furnished For The Purpose Of Selection Of Consultant Architect

1. Name of the firm :
2. Address with telephone & Fax No. (if any) :
3. Year of Establishment :
4. Status of the firm :
(Whether Company/Firm/Propriety)
5. Name of the Directors/Partners/Proprietor :
i)
ii)
iii)
6. Whether registered with the Council of Architects. :
If so, mention Number and date
7. Name and address of Bankers :
i)
ii)
iii)
8. Service input (Service Tax) :
No. & Date
9. Whether assessee of Income Tax. If so, mention :

Invitation of proposals for empanelment of Architects

Permanent account number.

10. If you are registered in the panel of other :
Organization/statutory bodies/Financial
Institutions/Banks etc. furnish their
names, category and date of registration.
11. i) Description and value of works executed: in
the last 3years. (As per enclosed Performa 1
, 2 & 3)
- ii) Description and value of works done :
For Banks/PSU's/FI's/MNC's/Any other
reputed Firms
12. Furnish the names of three responsible persons : i)
who will be in a position to certify about the quality
as well as performance of your organization. ii)
iii)

List of documents to be submitted with Technical Response for Evaluation:

1. Copy of the registration with Indian Council of Architecture.
2. Copy of degree course in Architecture.
3. Constitution of the firm.
4. Copy of Income Tax Return for the last 3 years.
5. List and details of Technical and other staff employed (on permanent rolls) with their qualification as per Performa 3.
6. List and details of projects duly completed in the last three years (as per Performa 1) and presently in hand (as per Performa 2) along with the "Performance Certificate" in respect of cost, quality and time of execution from their respective clients.
7. List and details of projects duly completed in the last three years (as per Performa 1) and presently in hand (as per Performa 2) along with the "Performance Certificate" in respect of cost, quality and time of execution from their respective clients.
8. Applicant should enclose performance certificate from the previous Employer/ Client to

support the eligibility criteria as per annexure 1.

9. Application Money as mentioned in clause 2.2
10. Earnest Money Deposit(EMD) as per clause 6.1

Note: Wherever copies of any document is to be furnished along with this application, the same should be self-certified.

Signature with Seal

Date:

Enclosures

WORKS EXECUTED

| Sl. No. | Name & Address of the Work executed | Name & Address of client with Tel. No. | Value of Work (In lacs) | Stipulated Time of Completion | Actual time of completion with date of start & completion | Performance Certificate enclosed 'Yes' or 'No' | Any other information you would like to give |
|----------------|--|---|--------------------------------|--------------------------------------|--|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |

Note: Performance certificate from the Client for each work mentioned above should be enclosed (Application by those firms who do not submit Performance Certificate from the previous employers are liable to be rejected summarily).

Signature with Seal

WORKS IN HAND

| Sl. No. | Name & Address of Project | Name & Address of client (with telephone number) | Value of Work (In lacs) | Stipulated Time of Completion - Date of Start -Stipulated Date of completion | Status (%age completed) | Any other information |
|---------|---------------------------|--|-------------------------|--|-------------------------|-----------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |

Signature with Seal

KEY PERSONNEL PERMANENTLY EMPLOYED WITH THE FIRM

| SL. NO | NAME | DESIGNATION | QUALIFICATION | EXPERIENCE | YEARS WITH THE FIRM | ANY OTHER |
|--------|------|-------------|---------------|------------|---------------------|-----------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |

Signature with Seal

Annexure 3: Price Bid

(To be submitted in separate sealed envelope)

Price Bid

We have understood the prequalification criteria, scope of the services to be offered, the terms and conditions for the appointment to be rendered by the Architectural Firm specified by PNBHFL in their technical bid as well from their standard agreement for the captioned purpose and we will abide by the same in case our proposal is accepted.

According, we now quote a total professional fee at

Fee in figures: (Percentage to the project cost)

Fee in words..... (Percentage to the project cost)

Plus any other govt. taxes at actual and as applicable. We agree that the above payment of the fees will be released to us at pre-determined stages related to the progress of work based on the standard terms of PNBHFL in this regard.

We agree that the income tax (TDS) as payable to statutory authorities may be deducted from the above quoted fees.

The rates are excluding of travelling expenses which will be paid on actuals on production of bills/proof as acceptable by PNBHFL.

I/We fully understand that PNBHFL is not bound to accept the lowest or any offer.

Name of the Firm

Signature, name and designation of the Authorized Signatory along with seal & stamp

Date:

Place: