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REQUEST FOR TENDER

**For Empanelment of the
Architect for New Premises for Visakhapatnam Branch of ECGC
Ltd.**

Ref: ECGC/Vizag/Tender- 01/2022-23

Date: 26-04-2023

ECGC LIMITED

**Regd. Address: ECGC BHAWAN, CTS No.393, 393/1 to 45,
M.V.Road, Andheri(East), Mumbai – 400069, Maharashtra, India**

**Branch: ECGC Visakhapatnam Branch, 1st Floor, Shankar Plaza,
Shankarmatam Road, Opp. Shankarmatam Temple, Dwarakangar,
Visakhapatnam-530016, ANDHRA PRADESH**

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Section - 1

1. Introduction

1.1. Invitation to Bidders

By way of this Request for Tender ('RFT') Document, (hereinafter also referred to as 'the Bid Document' or 'the Tender Document') **ECGC Limited** (hereinafter referred to as 'ECGC'), a Company wholly owned by Government of India and set up in 1957, invites competitive Bids from the Architect/ Architect Firms from Andhra Pradesh and Hyderabad (hereinafter referred to as ('the Bidder(s)'.) for "**Empanelment of the Architect for New Premises at Visakhapatnam**".

The Company has acquired a new premises at **Door No.42-1- 45/1/1, New Investment Building, LIC Annex Building situated at Thikkana Road, Visakhapatnam -4** (Project Site) and is looking for empaneling an architect for renovation of the said premises. The "Technical and Financial Bids" along with other documents would be received in physical form.

The Bidder(s) are advised to study the Tender Document carefully. Submission of Bids shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications and consequences.

The RFT Document may be downloaded from the Company's website <https://www.ecgc.in>

Please note that all the required information as sought in the Tender Document shall be provided by the bidders. Incomplete information may lead to rejection of the Bid at the initial stage only. The Company reserves the right to change the dates mentioned in this RFT Document, which will be communicated to the Bidder(s), and shall be displayed on ECGC's website. The information provided by the Bidder(s) in response to this RFT Document will become the property of ECGC and will not be returned. ECGC reserves the right to amend, rescind or reissue this RFT Document and all subsequent amendments, if any to this RFT Document. Amendments or changes shall be communicated directly and/or displayed at ECGC's website only. All amendments or changes, if any will become integral part of this RFT document.

1.2. Schedule of Events

RFT Document Availability	The RFT Document will be published on the website of ECGC.
Pre-bid Queries (if any)	28/04/2023
Date and time limit for receipt of bids	17/05/2023 up to 05:30 hours.
Date & Place of opening of Technical Bid / Pre-qualification Bid	22/05/2023 at 03:30 hours. ECGC Ltd., First Floor, Shankar Plaza, Shankarmatam road, Opp. Shankarmatam Temple, Dwarakanagar, Visakhapatnam-530016, Andhra Pradesh
Date of opening of Financial Bid	Within 15 days of opening of Technical Bids. Date will be communicated to Bidder(s) who will qualify in the Technical Bids.
Contact Details: Branch Manager: 0891- 2748654 (D) / 99209 45848 Manager: 0891 – 2748653 / 95554 06167	
Address for Communication and submission of Bid.	Branch Manager, ECGC Limited, First Floor, Shankar Plaza, Shankarmatam road, Opp. Shankarmatam Temple, Dwarakanagar, Visakhapatnam-530016, AP
All correspondence / queries relating to this RFT Document should be sent to following email ID only	visakhapatnam@ecgc.in
In the event of any of the above-mentioned dates being declared as a holiday the tender will be opened on the next working day at the appointed time.	

NOTE: Timelines are subject to change at the sole discretion of ECGC Ltd.

Section - 2

2. Disclaimer

The information contained in this RFT Document or information provided subsequently to Bidder(s) in documentary form by or on behalf of ECGC, is provided to the Bidder(s) on the terms and conditions as set out in this RFT document and all the other terms and conditions subject to which such information is provided.

This RFT Document is neither an agreement nor an offer and is only an invitation by ECGC to the interested parties for submission of Bids. The purpose of this RFT Document is to provide the Bidder(s) with information to assist in the formulation of their bids.

This RFT Document does not claim to contain all the information that each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this TENDER Document and where necessary obtain independent advice at their own cost, if any. ECGC shall incur no liability under any law, statute, rules or regulations as to its accuracy, reliability or completeness of this document. ECGC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFT Document.

ECGC reserves the right to reject any or all the bids received in response to this document at any stage without assigning any reason whatsoever. The decision of ECGC in this regard shall be final, conclusive and binding on all the parties. The information provided by the bidder in response to this document will become the property of ECGC and will not be returned. No contractual obligation whatsoever shall arise from the RFT process until a formal contract/service agreement is signed and executed by duly authorized representatives of ECGC with the selected Bidder.

Section - 3

3. Instructions for Bidder(s)

3.1. General Instructions

- 3.1.1** Before bidding, the Bidder(s) are requested to visit the ECGC website <https://www.ecgc.in> and also carefully examine the Tender Document and the General Terms and Conditions as set out in the Service Agreement at Annexure 7 therein, and if there appears to be any ambiguity or discrepancy between any terms of the Tender Document and the Contract, they should immediately refer the matter to ECGC for clarifications.
- 3.1.2** Interested practicing Architects' firms fulfilling the norms as outlined in Annexure –9 may submit their Technical and Financial bids in two separate envelopes super scribed as '**Technical Bids**' and '**Commercial Bids**'. These two envelopes are to be duly sealed and put in one bigger sealed NON-WINDOW envelope super-scribed 'Quotation for Empanelment of Architect for New Premises at Visakhapatnam'.
- 3.1.3** The Bidder, for the purpose of making the Bid, shall complete in all respects, the form(s) annexed to the Tender Document, quote the prices and furnish the information / documents, called for therein, and shall sign and put date on each of the forms/documents in the space provided therein for the purpose. The Bidder shall affix its initial on each page of the Bidding Documents.
- 3.1.4** The Bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested along with the seal of the Company/firm.
- 3.1.5** The Bid shall contain the complete address details, Tel. No., Fax No. and e-mail id of the Bidder, for the purposes of serving notices required to be given to the Bidder in connection with the Bid.
- 3.1.6** The Bid form and the documents attached to it shall not be detached from one another and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the forms or documents attached thereto. Any alterations or changes to the entries in the attached documents shall

only be made by a separate covering letter otherwise it shall not be entertained for the Bidding process.

- 3.1.7** The Bidder, irrespective of its participation in the bidding process, shall treat the details of the documents as privileged, secret and confidential.
- 3.1.8** The Bidder should ensure that there are no cuttings, over-writings, and illegible or undecipherable figures to indicate their Bid. All such Bids may be disqualified on this ground alone. The decision of ECGC shall be final and binding on the Bidder. The Bidder should ensure that ambiguous or unquantifiable costs/ amounts are not included in the Bid, which would disqualify the Bid.
- 3.1.9** Each Bidder can submit only one Technical and Financial Bid each.
- 3.1.10** The Bidder should commit to provide the services desired by ECGC for the entire duration of the engagement, at the agreed cost and terms and conditions as set out therein.
- 3.1.11** Partial Bids will not be accepted and shall stand rejected. Bidder(s) shall have to quote for the entire scope of work.
- 3.1.12** All rates and total amount should be written both in figures and in words and if there is any discrepancy between the two, the lowest amount will only be accepted.
- 3.1.13** No questions or items in the annexures shall be left blank or unanswered. Where you have no details or answers to be provided in the Bid Document or the same is not applicable, a 'No' or 'Nil' or 'Not Applicable' statement shall be made as appropriate. Forms with blank columns or unsigned forms will be summarily rejected.
- 3.1.14** Bids not confirming to the requirement of the RFT may not be considered by ECGC. However, ECGC reserves the right at any time to waive any of the requirements of the RFT.
- 3.1.15** Bids must be received by ECGC at the address specified, no later than the date & time specified in the "Schedule of Events" in Invitation to Bid.
- 3.1.16** ECGC is not responsible for non-receipt of bids within the specified date due to any reason including postal delays or holidays.
- 3.1.17** Any Bid received after the deadline for submission of Bids prescribed, will be rejected and subsequently destroyed. No Bids shall be returned.

- 3.1.18** ECGC may, at its discretion, extend the deadline for submission of Bids by amending the appropriate terms and conditions in the Bid Document, in which case, all rights and obligations of ECGC and Bidders previously subject to the deadline will thereafter be subject to the extended deadline, which would also be advised to all the interested Bidders on ECGC's website.
- 3.1.19** ECGC reserves the right to accept or reject any Bid or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidder(s). All decisions taken by ECGC are binding and final.
- 3.1.20** ECGC reserves the right to verify the validity of bid information and reject any bid, where the contents are found incorrect whether partially or fully, at the time during the process of RFT or even after the award of the contract.
- 3.1.21** The bid is liable to be disqualified in the following cases:
- i. Bid not submitted in accordance with RFT and as per prescribed format;
 - ii. Bid received in incomplete format;
 - iii. Bid is not accompanied by all requisite documents;
 - iv. Bid is received after the specified due date.
- 3.1.22** The bids once submitted cannot be modified, changed or altered.
- 3.1.23** The Bidder shall bear all costs associated with the preparation and submission of its Bid, and ECGC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

3.2. Scope of Work

The Scope of Work is as per Annexure 1.

3.3. Rights of ECGC:

- i. ECGC does not bind itself to accept the lowest quotation and reserves the right to reject any or all the quotations received, without assigning any reason thereof. ECGC also reserves the right to re-issue Tender Document at its own discretion.
- ii. While processing the Bids, ECGC further reserves the right to delete or reduce any item or section contained in the Tender Document or in the Scope of Work without assigning any reason thereof.
- iii. In case, more than one firm bid at same price, their financial bids will be ranked based on their technical qualifications.

3.4. Professional Staff

The selected bidder shall provide to ECGC, a list of Professional Staff who shall work on the project along with their qualification and relevant experience as per Annexure-2. Bidder to ensure that the same staff shall work on the project.

3.5. Queries:

- i. The Bidder(s) having any doubt/ queries/ concerns with any clause of this document or selection process shall raise their concern within 3 (three) days of release of RFT Document in the format annexed at Annexure – 3. ECGC will not be liable to accept or provide any explanation towards any doubt/ concerns beyond the deadline of 3 (three) days from the release of RFT document.
- ii. All the queries shall be communicated only through the e-mail id provided, visakhapatnam@ecgc.in, in the format provided in Annexure - 3.
- iii. ECGC would issue clarifications/ amendments/notifications in writing via e-mail/website and the same will become part of RFT.

3.6. Bidding process

- 3.6.1. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Company and supporting documents and printed literature shall be submitted in English language.

3.6.2. The interested bidders should submit their Technical Bid & Financial Bids duly sealed separately in one bigger sealed NON-WINDOW envelope only super-scribed 'Quotation for Empanelment of Architect for New Premises at Visakhapatnam' and both these NON-WINDOW envelopes shall be enclosed and sealed in a single outer NON-WINDOW envelope before closing hours on the last date of submission of bids.

3.6.3. The Bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The envelope shall be addressed to ECGC at the said address given in Section 1.2; The envelopes shall contain completely filled documents in the following order:

Envelope - 1

- (i) Annexure-2: Details of Professional staff
- (ii) Annexure – 5: Acknowledgment;
- (iii) Annexure – 6: Format for application duly filled in and applicable supporting documents as documentary evidence of eligibility;
- (iv) Annexure -10: Code of Integrity.

Envelope - 2

- (v) Annexure – 4: Commercial Bid;
- (vi) Annexure – 8: Bank Details.

3.6.4. All envelopes should indicate the name and address of the Bidder on the cover.

3.6.5. All documents submitted in the context of this RFT Document, whether typed, written in indelible ink, or un-amended printed literature, should be legible / readable. Non-compliance to this clause shall result in Bid being considered as non-responsive, and shall be rejected at the outset.

3.6.6. If the envelope is not sealed and marked, ECGC will assume no responsibility for the Bid's misplacement or its premature opening.

3.6.7. Prices are to be quoted in Indian Rupees only in the format as provided at Annexure – 4.

3.6.8. Prices quoted should be exclusive of all Central / State Government levies, taxes (including Service Tax / GST).

3.6.9. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including but not limited to exchange rate fluctuations, during the validity period of the contract. Taxes / Duties / Levies / Cess etc. levied by Central or State Governments, or Statutory, Quasi-Government Bodies, or Regulators may be charged as per actuals, and are allowed to be varied. A Bid submitted with an adjustable price quotation, other than exceptions specified herein, will be treated as non-responsive and shall be rejected.

3.7. Period of Validity of Bids

3.7.1 Bids shall remain valid for a period of 60 (sixty) days from the date of opening of the Bid. The fees quoted shall remain fixed during the currency of the Contract unless agreed otherwise by ECGC in writing. Bidder shall not be entitled during this period to revoke or vary the content of Bid or any term thereof. In such case of making any variation subsequent to submission of bid, the offer shall be treated as "REJECTED".

3.7.2 In exceptional circumstances, ECGC may solicit the Bidder's consent to an extension of the period of validity of the Bid on the same terms and conditions. The request and the responses thereto shall be made in writing. At this point, a Bidder may refuse the request without risk of exclusion from any future RFPs or any debarment.

3.7.3 The Company reserves the right to call for fresh quotes any time during the validity period of the Bid, if considered necessary.

3.8. Modification and Withdrawal of Bids

3.8.1 The Bidder, if after evincing interest in participating in the bidding process, wishes to withdraw from the bidding process, the Bidder may do so without any penal action including debarment or exclusion from future RFTS/ LTEs / contracts / business, provided the bidder submits its decision to the Company in writing, along with its reasons for the same.

3.8.2 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or

withdrawal of the Bids, is received by the Company, prior to the deadline prescribed for submission of Bids, the Bidder may do so without any penal action including debarment or exclusion from any future RFTs / contracts / business, provided the Bidder submits its decision to the Company in writing, along with its reasons for the same.

3.8.3 No Bid may be modified after the deadline for submission of Bids.

3.8.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in penal action including debarment or exclusion from any future RFTs / contracts / business.

3.8 Opening and evaluation of bids

3.8.1 Opening of Bids by ECGC

3.8.1.1 ECGC reserves the right to open the Bids soon after the cutoff time and date specified in the RFT.

3.8.1.2 ECGC will examine the Bids to determine whether they are complete, whether the required formats have been furnished, the documents have been properly signed, and that the Bids in general are in order.

3.8.1.3 Prior to the detailed evaluation, ECGC will determine the responsiveness of each Bid to the Bid Document. For purposes of these clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bid Document as set out therein without any deviations and changes.

3.8.1.4 Only those Bidders and Bids which have been found to be in conformity of the terms and conditions of RFT during the preliminary evaluation would be taken up by ECGC for further detailed evaluation.

3.8.1.5 Bidder(s) bidding in the process shall give as a part of the Bidding documents a statement on their letter head, as per the format provided under Annexure - 5, that they have no objection with any clause of the Tender Document.

3.9 Selection Criteria

3.9.1 Only those Bidders and Bids which have been found to be in conformity of the eligibility terms and conditions during the preliminary

evaluation would be taken up by the Company for further detailed evaluation. The documentary evidence of the Bidder's qualifications to perform the Contract in its Bid will be accepted only if it is established that the same are to the Company's satisfaction.

3.9.2 Financial Proposal – L1 bid from among the technically qualifying bidder will be accepted.

3.9.3 In case, more than one agency bid at same price, their financial bids will be ranked based on their ranking in the technical qualifications. This would be at the sole discretion of ECGC.

3.10 Contacting the Company

3.10.1 No Bidder shall contact the Company on any matter relating to its Bid, from the time of opening of Price/Commercial Bid to the time the Contract is finalized and awarded.

3.10.2 Any effort by a Bidder to influence the Company in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid and barring from any future RFTs / contracts / business with ECGC.

Section – 4

Award of Contract

The Bidder who qualifies the technical round and bids the lowest in financial round shall be awarded the Contract. However, ECGC shall be under no obligation to accept the lowest or any bid received and shall be entitled to reject any or all bids without assigning any reason whatsoever. ECGC will notify the successful Bidder in writing, by letter or by e-mail, that its Bid has been accepted. The notification of award will constitute the formation of the offer to contract. The selected Bidder should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within 7(seven) working days of receipt of the communication. In case, more than one firm bid at same price, their financial bids will be ranked based on their technical qualifications which shall be decided solely by ECGC. In case the selected Bidder fails to accept the award then the Bidder having the next lowest financial bid among the Bidder(s) (other than the Bidder who has failed to accept the award) will be considered for the award and so on. The successful Bidder will have to execute a Service Agreement within 7(seven) working days of the award of Contract, which will be valid for the tenure as mentioned in this RFT Document. The draft of the same is annexed herein below as Annexure – 7. ECGC reserves the right to alter / vary / amend / modify all or any of the terms set out in the said draft Agreement before the same is signed.

Section – 5

TERMS AND CONDITIONS OF CONTRACT (TCC)

As stated in draft Service Agreement at Annexure 7.

Section – 6 (Annexures)

1. Annexure 1: Scope of work
2. Annexure 2: Details of Professional Staff
3. Annexure 3: Queries
4. Annexure 4: Financial Bid Format
5. Annexure 5: Acknowledgement
6. Annexure 6: Format of Application
7. Annexure 7: Service Agreement Format
8. Annexure 8: Bank Details
9. Annexure 9: Eligibility Criteria
10. Annexure 10: Code of Integrity

Scope of Work

1. The scope of work includes following:

- a. Preparation of detailed master design of the office premises.
- b. Preparing architectural design and drawings (also detailed 3D designs), including structural design, specifications etc. for entire office premises, including cabins, cubicles, visitor area, administrative area (printing / photocopy / dispatch etc.), pantry / kitchen area, lobby / reception, conference / meeting room(s), file storage and indexing setup, other storage, toilets, networking, UPS, IT setup, dish antenna, electrical and network wiring, lighting, cooling, flooring, false ceiling, etc. The design must make use of any natural / in-built advantages of the location and floor etc., to produce a sustainable design, with maximum use of natural light etc.
- c. Preparing Bill of Quantities (BOQ) including quality and specifications for facilities, internal and external facades, office area with all its sub-divisions, storage areas, related design / qualitative elements, including any provisions for future usage. The BOQ must adhere to quality and other environmental / green standards, to build a premise with as less a carbon footprint as possible, while fulfilling all the requirements as may be mutually agreed to during design phase.
- d. Aiding the company in technical evaluation of RFT for engaging a company to execute the design / architecture i.e. appointment of contractor (RFT shall be floated after BOQ has been accepted by ECGC.)

SCOPE OF WORKS WITH COMPLETE INTERIOR FITOUTS INCLUDING RELEVANT SERVICES

DESIGN SCOPE OF WORKS

The Successful bidder shall provide the following services, listed in sequence from project inception through occupancy. This is to be read in conjunction with the scope

of works and deliverables outlined in RFT which will have equal applicability as if it is a part of this contract agreement.

Phase I – Program Development

- Organize kick off meeting with client team to identify roles and responsibility and finalize communication protocols.
- Carry out base building due diligence study. It covers survey information, time required to start works.
- Collate project requirements in a single document ‘Statement of Requirements’ [SOR]. Requirements are obtained through site visit, personal interview, meetings/ conference calls, etc.
- Carry out Base building due diligence study. Obtain information about the Building and the Brief from the Client
- Assist the Client in the preparation of the Client’s requirements, if not already defined
- Carry out such studies as may be necessary to determine the feasibility of the Client’s requirements
- Development of Project brief to include identification of user requirements, layout and furniture options and review of building services systems, Services Timetable for the completion of the services
- Develop preliminary space plan incorporating the design program
- Prepare preliminary cost estimate for the design and construction
- Prepare preliminary layout of IT/ Network communications in discussions with Client’s IT/ Networking Engineer

Phase II – Schematic Design and Design Development

- Review with the Client alternative design and construction approaches.
- Submit outline proposals for the Client’s preliminary approval
- Develop a Scheme Design from approved outline proposals
- Provide information to, discuss proposals with and incorporate input of other consultants into Scheme Design, if any
- Examine and advise on existing/base-build building systems
- Consult with Planning, Fire, Environmental and other statutory authorities

- In conjunction with the other consultants, submit a scheme design showing spatial arrangements, materials and appearance for the Client's approval
- Provide revised cost estimate based on approved Scheme Design
- Develop detail design from approved Scheme Design
- Provide architectural drawings for submission to Authority in the prescribed format (if any) for the approval. Make necessary amendment to Plans as advised by client or any other agency to seek necessary permission.
- Detail drawings of the entire floor including all elevations and sections
- Review, comment and approve incorporate services requirements in to architectural schematic design for finalization and coordination of services
- Review probable project cost, based on detailed specifications and forward them to client for their review and final approval/s
- Provide Interior Design Services
- Advise on the selection of materials, equipment's, furniture and fittings.
- Provide Space Planning Services

Phase III – Tendering/ Procurement stage

- Prepare detailed material and workmanship specifications in accordance with Building Regulation Requirements
- Prepare technical specifications to be incorporated in the tender document
- Preparation of final renovation/ interior works budget and schedule in consultation with the Client
- Prepare Schedule of Rates and/or Quantities and/or Schedule for works for tendering purposes
- Help finalize General Conditions of Contract, Tender Form, Instructions to Tenderers and other relevant documents in consultation with the client and compile a consolidated Tender document by organizing all these documents in a sequential order, in active discussions with the client
- Provide detailed estimate, which correlates with the Schedule of quantities and rates
- Prepare rate analysis for each and every item on the Bill of Quantities

- Prepare Comparative statement, both Technical and Commercial and provide recommendations on the bids received
- Advise the Client on the appointment of the contractors and on the responsibilities of the parties and the Architect

Phase IV – Contract Administration/ coordination

- Participate in the Progress review meetings with the contractors conducted by client
- Visit the project site, once in 7(seven) days during the interior work (including civil works etc.), to become familiar with the process and quality of the project and to determine in general if the work is being performed in conformance with the design intent.
- Provide estimate of works for the proposed changes in the scope of work, which can be due to unforeseen conditions, due to Client request, due to Design errors/ omissions or due to other miscellaneous reasons
- Provide good for architectural drawings after incorporating all relevant inputs.
- Review Request for Information submitted by contractor and provide timely response so as not to hamper the progress of works at site
- Provide a weekly status report to client on the progress of works at site
- Review Non-Conformance Notices and provide input
- Generally, inspect materials delivered to the site
- As appropriate, instruct sample taking and carry out tests of materials, components, techniques and workmanship and examine the conduct and results of such test whether on or off site
- As appropriate, instruct the opening up of completed work to determine that it is generally in accordance with the Contract Documents
- The coordinated services drawing to be prepared by the architect of all key services works packages (HVAC, plumbing and electrical)
- Visit the work site to inspect the progress and quality of the works and to determine that they are being executed generally in accordance with the Contract Documents
- Collaborate with, co-ordinate with the contractor

- Monitor testing and commissioning procedures
- In consultation with client and contractor, resolve “on-site” problems in relation to the works, which may from time to time arise
- Review of As-Built final record drawings and manuals prepared by the Contractor representing the final completed Project and forward the same to the Client.
- Provide Completion Certificate to the client on actual completion of the work
- Carry out final snagging inspections at end of Defects Liability Period

ANNEXURE - TIMELINES

1. Freezing project requirements and preparation of project scheme.
2. Approval of Project scheme.
3. Preparation of tender documents/construction drawings
4. Floating tenders/receipt of tenders/comparative statement and negotiations
5. Award of works, PO issue and mobilization
6. Construction and other works
7. Snags rectification
8. Move in
9. Preparation of handover documents²

2. Project Timeline

	SCHEDULE	TIME PERIOD
1	Submission of Sketch Plans	Within 1(one) week from the date of receipt of instructions from the Company.
2	Submission of detailed drawings and detailed estimate complete in all respects for the project	Within 2(two)weeks from the date of Company's approval of the sketch plans.
3	Submission of the required drawings to the Municipal and other Local Authorities	If required, within 1 weeks of approval of drawings

4	Submission of drawings and draft tender for all the trades including civil, sanitary and water supply works, electrical works, AC, Interior, etc. complete	Within 1(one) week from the date of receipt of Company's approval including revisions
5	Submission of Architects report on the various tenders	Within 1(one) week from the date of opening of Tenders.
7	Submission of working drawings (Architectural Floor plan & details Plumbing, Sanitary and fire Protection & detection drawings Elec. & HVAC drawings etc.	Within 1(one) week of approval of drawings -

NOTE: - The above time periods may vary depending upon the quantum of the project and of Company's discretion.

Details of Professional staff**Details of Professional staff who will be engaged for the project**

(Separate Sheet for every Staff member that is likely to be involved in the project)

1. Name of Person:
2. E-mail Id
3. Phone No. (Office)
4. Mobile No
5. Date since working in the Company/Firm
6. Professional Qualifications
7. Experience

Sr. No.	Qualification	Brief Details of services undertaken in Organization where assignment was undertaken	Period: From-To
01			
02			
03			
04			

Queries Format

Sr No	Bidder Name	Page No. (tender Ref)	Clause (tender Ref)	Description in the tender (tender Ref)	Query
1					
2					

Note: The queries may be communicated only through the e-mail id provided, visakhapatnam@ecgc.in. Responses of queries will be uploaded on ECGC website or emailed to concerned bidder. No queries will be accepted on telephone or through any means other than e-mail. The queries shall be sent in .xls/.xlsx format in the above mentioned proforma.

Price / Financial Bid Format**PRICE/COMMERCIAL BID FOR Empanelment of the Architect for New Premises at Visakhapatnam (Must be submitted in the sealed envelope as mentioned above)**

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

EMAIL: _____

WEB SITE: _____

We submit our Price/commercial bid (fees) for the proposed assignment as under:

Sr. No.	Description of Services	Amount in INR
1.	Professional / Consultancy Charges for interior works of new Visakhapatnam Premises	

Terms and Conditions:

- 1) The above quoted fee is **inclusive of all expenses excluding taxes.**
- 2) The above charges shall be divided in the proportion specified in Section 3.11 of the Agreement, based on milestones.
- 3) We undertake to deliver all the deliverables as envisaged in the Proposal / Agreement and complete the assignment within the time frame stipulated in the RFT document.
- 4) ECGC will deduct tax (TDS) while releasing payment, if applicable as per the provisions of Income Tax Act, and all other applicable taxes, levies, cess etc.

- 5) ECGC reserves the right to negotiate and change the milestones / payment schedule / percentages with the successful bidder.
- 6) Fee should be quoted in INR and in two decimal points only.

Signature of the Authorized Signatory of Company

Name:

Designation:

Contact no. (Mobile):

Email Id:

Company Seal:

Acknowledgement

Date:

To,
ECGC Visakhapatnam, Branch Manager
ECGC Limited,
1st floor, Shankar plaza, Shankarmatam road,
Opp. Shankarmatam temple, Dwaraka nagar,
Visakhapatnam - 530016

Dear Sir/Madam,

Subject: Response to the Request for Tender for “Empanelment of the Architect for New Premises at Visakhapatnam”

1. Having examined the Request for Tender Document including Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide services in accordance with the scope of work as stated in the RFT Document within the cost as stated in the Bid.
2. If our Bid is accepted, we undertake to abide by all the terms and conditions of this RFT.
3. We certify that we have provided all the information as requested by ECGC in the prescribed format. We also understand that ECGC has the right to reject this Bid if ECGC finds that the required information is not provided or is provided in a different format not suitable for evaluation process or for any other reason as it deems fit. ECGC’s decision shall be final and binding on us.
4. We agree that ECGC reserves the right to amend, rescind or reissue this RFT Document and all amendments any time during the tendering process.

5. We agree that we have no objection with any of the clauses and bidding process of this Tender Document.

.....
Signature of the authorized Signatory of Company
(Company Seal)

Name :

Designation :

Contact No (Mobile) :

Email ID :

Format for Application

ईसीजीसी लिमिटेड

ECGC Limited

सी आई एन : यू74999एम एच1957जीओआई010918, आई आर डी ए पंजीकरण संख्या -

124

CIN: U74999MH1957GOI010918, IRDA Registration no - 124

Application format for Empanelment of the Architect for New Premises at Visakhapatnam

क्रसं Sr.	विवरण Particulars	
1	Name, Complete Address and telephone numbers / email / website of the Firm	
2	a) Whether Registered with Council of Architecture (GOI) b) Registration Number(s)	
3	Names of Partners, membership number (if applicable), Qualifications and experience	
4	Whether the Firm or any of the partners of the Firm have been prohibited /debarred by any Regulatory Authority / Public Sector Company / Government Body	
5	Details of consultancy provided in services as Architect (a) No. of firms/companies/organizations (b) Name of the company/entity (c) Mention nature of office, location, and services	

क्रसं	विवरण	
Sr.	Particulars	
	provided (d) Period for which services were given	
6.	PAN No	
7	Any other relevant information	

Kindly attach relevant documents in support of the abovementioned information.

Kindly also attach appointment letter including scope of Services rendered in support of engagements as mentioned in sr.no. 5 above.

घोषणा

Declaration

मैं/हम उपरोक्त सूचना हमारे सर्वोत्तम जानकारी के अनुसार सही है।

I / We state that the above-mentioned information is true and correct to the best of our knowledge.

हम एतदद्वारा सहमत एवं वचनबद्ध हैं कि हमने प्रत्यक्ष अथवा किसी अन्य व्यक्ति अथवा फर्म के जरिए, किसी भी प्रकार का लाभ प्राप्त करने के उद्देश्य से, ईसीजीसी के किसी कर्मचारी जो कि बोली/प्रस्ताव की प्रक्रिया एवं/अथवा अनुमोदन में शामिल है को अथवा किसी तीसरे पक्ष को, प्रस्ताव के पूर्व अथवा प्रक्रिया के दौरान अथवा प्रक्रिया के बाद एवं/अथवा हमारे प्रस्ताव/बोली के अनुमोदन के बाद, कोई भी ऐसी वस्तु अथवा अन्य कोई लाभ, जिसके लिए वह कानूनी रूप से हकदार नहीं है, प्रदान करने की पेशकश, वादा अथवा प्रदान नहीं किया है न ही हम पेशकश, वादा अथवा प्रदान करेंगे।

We hereby agree and undertake that we have not directly or through any other person or firm offered, promised or given nor shall we offer, promise or give, to any employee of ECGC involved in the processing and/or approval of our proposal/bid or to any third person any material or any other benefit which he/she is not legally entitled to, in order to obtain in exchange advantage of any kind whatsoever, before or during or after the processing and/or approval of our proposal/bid."

स्थान :

Place:

दिनांक /Date:

मोहर के साथ हस्ताक्षर

Signature with Seal

Service Agreement Format

This **SERVICE AGREEMENT** (hereinafter referred to as “**Agreement**”) is made and entered into on this the [•] day of [•] Two Thousand and Twenty [___/[___]/2023),

BY AND BETWEEN:

ECGC Limited, a Public Sector Enterprise wholly owned by Government of India, having its Registered Office at ECGC Bhawan, CTS No. 393, 393/1 to 45, M.V. Road, Andheri(East), Mumbai-400069 (hereinafter referred to as the “**Company**”, having its Branch Office at ECGC Limited, 1st floor, Shankar plaza, Shankarmatam road, Opp. Shankarmatam temple, Dwaraka nagar, Visakhapatnam - 530016 which term shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns), of the ONE PART;

AND

M/s..... a company/ firm/partnership firm (hereinafter referred to as the “**Service Provider**”, which term shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns), of the OTHER PART.

Company and the Service Provider shall hereinafter jointly be referred to as “Parties” and individually as a “Party”

WHEREAS:

1. The Company is, *inter alia*, engaged in the business of providing export credit insurance to Indian exporters and banks;
2. The Service Provider is, *inter alia*, involved in the business of providing Architectural services.
3. The Company floated Request for Tender having reference: ECGC/Vizag/Tender- 01/2022-23 (hereinafter referred to as “the said RFT”)

4. The Service Provider has become the successful bidder in the said RFT and the Company has selected the Service Provider to provide services of Architect and the Service Provider has agreed to provide the services, as they have the required skills and personnel.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement, the Parties with the intent to be legally bound hereby agree as follows:

1. Definitions:

In this Contract, the following terms shall be interpreted as indicated:

- i. "Service Provider" is the successful Bidder to whom notification of award has been given by ECGC.
- ii. "The Services" means the scope of services which the Service Provider is required to provide to ECGC under the Contract.
- iii. "The Contract" means the agreement entered into between ECGC and the Service Provider, and signed by the parties, including RFT along with all attachments and appendices thereto and all documents incorporated by reference therein;
- iv. "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;
- v. "TCC" means the Terms and Conditions of Contract;
- vi. "The Project/Assignment" means providing services of Architect for the new premises at Visakhapatnam Branch of ECGC Ltd.
- vii. "The Project Site" means designated location of ECGC as may be specified in RFT.
- viii. "Confidential Information" means all the information of the Company which is disclosed to the service provider whether oral or written or through visual observation or in electronic mode and shall include but is not limited to trade secrets, know-how, techniques, processes, plans, algorithms, software programs, source code, business methods, customer lists, contacts, financial information, sales and marketing plans techniques, schematics, designs, contracts, financial information, sales

and marketing plans, business plans, clients, client data, business affairs, operations, strategies, methodologies, technologies, employees, subcontractors, the contents of any and all agreements, subscription lists, photo files, advertising materials, contract quotations, documents, passwords, codes, computer programs, tapes, books, records, files and tax returns, data, statistics, facts, figures, numbers, records, professionals employed, correspondence carried out with and received from professionals such as Advocates, Solicitors, Barristers, Attorneys, Chartered Accountants, Company Secretaries, Doctors, Auditors, Surveyors, Loss Assessors, Investigators, Forensic experts, etc. Opinions, Reports, all matters coming within the purview of Privileged Communications as contemplated under Indian Evidence Act, 1872, legal notices sent and received, policy files, Claim files, Insurance policies, their rates, advantages, terms, conditions, exclusions, charges, correspondence from and with clients/ customers or their representatives, Proposal Forms, Claim-forms, Complaints, Suits, testimonies, matters related to any enquiry, claim-notes, defenses taken before a Court of Law, Judicial Forum, Quasi-judicial bodies, or any Authority, Commission, pricing, service proposals, methods of operations, procedures, products and/ or services and business information of the Company.

2. APPOINTMENT & SCOPE OF SERVICES

The Company hereby appoints the Service Provider to provide the 'Services' clearly set out under the '**Scope of Work**' as per Annexure – 1 hereto with effect from the date of empanelment of architect. till the issue of Completion Certificate by the Architect for the renovation/interior work of the new premises for Visakhapatnam branch and the Service Provider hereby agrees to provide the Services in accordance with the terms and conditions as stipulated below.

3. PAYMENT TERMS

3.1. No advance payment will be made to the Service Provider.

- 3.2. Fees payable for the services shall be on the basis of quotation given by the empaneled architect and subject to HO(Admin) approval and shall be paid as per the completion of work assigned in accordance with Scope of work / milestones and as per Section 3.12 herein.
- 3.3. Payment shall be made in Indian Rupees.
- 3.4. Payment shall be made via electronic fund transfer only to the bank account specified, as per the form provided under Annexure -8, in the RFT response.
- 3.5. No payment shall be made in advance on award of the contract.
- 3.6. Payments shall be made only on receipt of invoice from the Service Provider, after completion of the scope of work to the satisfaction of the Company. The Company shall not be liable to pay any interest for delayed payment whatsoever.
- 3.7. Provided, however that The Company shall be entitled to withhold payment on the grounds of deficiency in service and shall communicate the same vide written communication.
- 3.8. It may be noted that the Company shall not pay any amount / expenses / charges/ fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / miscellaneous expenses/ out of pocket expenses other than the agreed amount as per the contract.
- 3.9. It is clearly agreed and established that the Architect operates as an independent Architect and the consideration referred to hereinabove is inclusive of its business expenses and statutory obligations and that there are no hidden or other costs or expenses chargeable on the Company.
- 3.10. All payments shall be subject to TDS and any other taxes as per the tax rules prevalent at the time of payment.
- 3.11. All the payments would be against the submission of the invoices to the Company along with the relevant supporting documents, if any.
- 3.12. **Payment will be released according to deliverables mentioned in the table below:**

Sr. No.	Deliverables	Payment as per commercial Bid
1.	Approval of detailed plan / design / architecture after completion of site survey, completion of discussions with	10%

	ECGC Team regarding details of setup required and preliminary cost estimates.	
2.	Acceptance of final master plan / design / architecture along with associated documentation, detailed estimates with rate analysis and price schedule by the Company.	30%
3.	Submission of detailed BOQ to the Company and approval of the same by Company	10%
4.	Preparation of pre-qualification documents, detailed tender document, details working drawings inviting tenders and submitting reports/recommendation on the tenders received for award of job and Company's approval thereof	10%
5.	Supervising works, certifying contractors bills till Completion of office premises setup as per design / architecture / plan	30%
6.	Commissioning and certification of premises	10%

4. SERVICE PROVIDER'S RESPONSIBILITIES

4.1. The Service Provider shall be responsible for:

- 4.1.1. Providing the Services to be delivered or rendered hereunder within the prescribed timeline, of the type and quality as specified in the relevant **Scope of Work.**
- 4.1.2. Complying with Company's internal guidelines, instructions, manuals, scrutiny lists, procedures, further specifics and requirements ("**Guidelines**") in relation to the Services, as may be provided in writing by the Company to the Service Provider. However, in the event there is a conflict between the guidelines and the terms set out in the Agreement, the terms set out in the Agreement shall prevail;
- 4.1.3. Supervising and controlling its staff/ employee/ personnel deployed (If any) at the Company's premises for providing the Services; and

- 4.1.4. Complying with all applicable Statutes, Laws, Rules and Regulations in the course of providing the Services. Ensuring that the deliverables do not infringe any third party's Intellectual Property Rights.
- 4.1.5. Any other responsibilities that may arise during the performance of the services as mentioned in **Scope of Work**.
- 4.1.6. The Architect shall exercise all reasonable skill, care and due diligence in the discharge of duties hereby covenanted to be performed by them and shall exercise such periodical superintendence and inspection with regard to the said works and to ensure through the working drawings, specifications & supervision that the work is free from defects and deficiencies. Architects to issue a report that the contractors have rectified all defects and there will be no further sums to be deducted from retention money during the administration of the contract. Then, the Architects shall issue "No Objection Certificate" to the Company for payment of the balance retention money to the contractors as per the terms and conditions of the relevant contract.
- 4.1.7. The Architects shall engage qualified technical personnel/s for periodical supervision of the work along with managing the contract. The chief Architect or their Senior Executives or their Consultants shall visit the site weekly or as frequently as the works require and inspect the construction/ execution. For this, no separate charges shall be payable by the Company.
- 4.1.8. The Architect agrees to employ its best efforts to meet the Company's assignment deadlines and standards as applicable and the Company shall have the right to review/ assess the skill levels/ expertise of the Architect's employees and potential employees in order to ensure that the Company's assignment deadlines and standards of Services are met.
- 4.1.9. The Architect and any employee/ individual assigned by the Architect for the performance of the Services under this Agreement agree to comply with all of the Company's standard/ special physical security procedures in place at the locations where the Architect is required to render Services or any special safety guidelines for the project sites.

- 4.1.10. Supervising the execution of the plan / design / architecture by the contractor on daily / weekly basis, with weekly written reports submitted to the Company, till it reaches commissioning. Architect may be required to attend all meetings jointly with the Company and the contractor for reviewing the progress and resolve issues, if any, or as may be required by the Company.
- 4.1.11. If it is brought to notice of the Company of any defective or substandard work or any irregular / excessive payments to any contractor, the Architects shall recover the irregular payments, and also shall assist the Company in recovering such irregular / excessive payments. In case of disputes with contractor(s) or dispute arising out of the said project execution as well as in matter of any litigation pertaining to project, the Architects shall assist the Company from time to time in drafting replies in consultation with legal advisers and protect the interest of the Company.
- 4.1.12. The Architects can make deviation, alteration or omission from the approved design only after obtaining the prior written consent of the Company. The Architects shall not undertake, execute or carry out any variation or extra items of work in excess of **Rs.10,000/-** or such other higher amounts authorized as above shall be referred to the Company together with the reasons for making deviations and furnishing an analysis of the extra cost involved thereby. All orders given by the Architects for any authorized deviation from the contract documents shall be in writing.
- 4.1.13. During the progress of work, whenever an excess over sanctioned cost is anticipated and / or has already occurred, the Architect shall immediately report the same to the Company with adequate justifications for the same and obtain the Company's approval thereto.
- 4.1.14. After all the works are awarded, the Architect shall submit revised cost estimate, if any, for the Company's approval.
- 4.1.15. The Architect shall on the completion of the work, supply to the Company free of cost the complete set of original tracings for Architectural drawings and services drawings and one set of prints of the same sufficient to show the main lines of water and drainage pipes, electrical

installations and other essential services and also assist the Company in taking the inventory of all fittings and fixtures in the buildings.

- 4.1.16. Architects shall, if so, required by the Company supply extra copies of all such drawings and the cost of such extra copies shall be reimbursed by the Company to the Architects. **One set of soft copy of all the above be also submitted to the Company.** Further, the Architect shall verify and confirm that identification marks are made on all service installations / cables / wiring etc. for easy identifications to carry out maintenance jobs. The Architect shall furnish one complete set of structural designs calculations and Structural drawings for the Company's records.
- 4.1.17. The Architects shall co-ordinate all their activities with other consultants, if any, separately appointed by the Company and shall help to prepare a comprehensive programme of work, as also help the contractors to have the work completed in the expeditious manner and in accordance with the programme drawn up.
- 4.1.18. Various bills raised for the works by the contractor so appointed for the renovation of said Premises as per contract shall be checked and shall be certified by the Architect. The same shall be subject to review / endorsement and counter certification, as and when required, by the Company. Architect shall provide full details of bills and measurement, duly checked, to enable him to satisfy himself, while certifying bills.

5. COMPANY'S RESPONSIBILITIES

- 5.1. The Company, on its part, shall be responsible for:
- 5.1.1. Providing the necessary assistance for delivery of Services by way of providing the necessary information, documents, supplies and such other facilities as set out in relevant **Scope of Work**.
- 5.1.2. The Company shall provide the Architect unrestricted access to the said Premises for the purpose of carrying out his work.
- 5.1.3. Performing all other general acts as may be necessary and are required to enable the Service Provider to efficiently provide the Services with due diligence.

6. Service Delivery Location

The major scope of work as mentioned above will be required to be delivered at Company's new Visakhapatnam Branch Premises, which is - **Door No.42-1- 45/1/1, New Investment Building, LIC Annex Building situated at Thikkana Road, Visakhapatnam -4** . It shall be within Visakhapatnam Municipal limits. The Team may also be required to travel for meetings with / discussions with / presentations as per requirement of the Company and as per scope of work.

7. INTELLECTUAL PROPERTY

- 7.1. All the manuals, guidelines, documents etc. provided by Client/company shall be treated as Confidential information by the Service Provider.
- 7.2. Service Provider shall retain all rights, title, interest including intellectual rights in and to the methodologies, procedures, techniques, ideas, concepts etc. embodied in the deliverables, developed or supplied in connection with this Agreement.
- 7.3. The service provider shall provide Reports, Documents and all other relevant materials, etc. during the assignments to the Company and the Company shall own all IPRs in such Reports, Documents and all other relevant materials, artifacts etc. All documents related to such shall be treated as confidential information by the Service Provider.
- 7.4. It is however hereby clarified that if the Deliverables incorporate any pre-existing intellectual property rights of the Company the rights therein shall continue to vest with the Company.
- 7.5. A party shall not directly or indirectly, use any of the other party's trademarks, trade names, service marks and logos in any manner, except as permitted by the other party in writing.

8. Non- Disclosure:

- 8.1. The Company shall be deemed to be the owner of all Confidential Information.
- 8.2. The service provider will use the Company's Confidential Information solely to fulfil its obligations as part of and in furtherance of this service contract.
- 8.3. The service provider shall not use the Confidential Information in any way that is directly or indirectly detrimental to the Company or its subsidiaries or affiliates, and shall not disclose the Confidential Information to any unauthorized third party. The service provider shall not disclose any

Confidential Information to any person except to its employees and consultants, on a need-to-know basis, who have prior to the disclosure of or access to any such Confidential Information agreed in writing to receive it under terms as restrictive as those specified in this Agreement. In this regard, any agreement entered into between the service provider and any such person/s shall be forwarded to the Company promptly thereafter. Prior to disclosing any Confidential Information to such person/s, the service provider shall inform them of the confidential nature of the information and their obligation to refrain from disclosure of the Confidential Information.

- 8.4. The service provider shall use the same degree of care in safeguarding the Confidential Information as it uses or would have used in safeguarding its own Confidential Information, and shall take all steps necessary to protect the Confidential Information from any unauthorized or inadvertent use.

9. INDEMNITY AND LIMITATION OF LIABILITY

- 9.1. Defaulting party shall indemnify, defend and hold harmless the other from and against any and all liability, losses, costs and expenses (including reasonable attorney's fees) relating to or arising out of the breach of this Agreement, the negligence or willful misconduct of defaulting party, or its employees or agents. No party shall however not be liable for any loss or damage arising from reliance on any information or materials supplied by the other party or any third party on behalf of the other party, or for any inaccuracy or other defect in any information or materials supplied by the other party or any third party on behalf of the other party.
- 9.2. Notwithstanding anything stated herein, neither party shall be liable to the other party for any indirect, incidental, consequential, special or exemplary or other damages, including but not limited to loss of business, profits, information, business interruption and the like, suffered by the other or any third party under or in pursuance of the terms hereof, howsoever arising, whether under contract, tort or otherwise, even if advised about the possibility of the same.
- 9.3. Except for breach of Confidentiality and Infringement of Intellectual property rights under this agreement, each party's total liability for any damages, losses, costs, liabilities arising out of or in connection with this Agreement whether

under contract, tort or otherwise shall not exceed an amount equivalent to the total fees paid by the Company to the Service Provider under this Agreement.

- 9.4. Service Provider servicing the Company should comply with Company's Information Security Policies in key concern areas relevant to the activity, the broad areas are:
- i. Responsibilities for data and application privacy and confidentiality.
 - ii. Physical security of the Services / Equipment provided by the Service Provider.

- 9.5. Service Provider shall also be required to comply with the statutory and regulatory requirements as imposed by various Statutes, Labour laws, Local body rules, State and Central Government Body Statutes, and any other regulatory requirements applicable on the Service Provider, and shall produce the same for records of ECGC and / or its Auditors and / or its regulator.

9.6. **Limitation of Liability:**

The aggregate liability of Service Provider or ECGC in connection with this Agreement/ service contract, the services provided by Service Provider for the specific scope of work document, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) and including any or all liability shall be the total bid amount.

10. TERMINATION

- 10.1. The term of this agreement shall be one year from the effective date or the completion of the interior work at new Visakhapatnam Branch premises, whichever is earlier.
- 10.2. Even after the termination of this Agreement, the Architects shall remain liable and be responsible for due certification / approval of any bills submitted by the contractors at any time in respect of the works executed till such termination. If any winding up proceedings are contemplated or initiated against the Architects, the Company shall be entitled to terminate the agreement and entrust the work to any other Architect.
- 10.3. In case of a breach (material in nature) under the Contract or any other subsequent documents containing obligations under the service agreement, the Company shall notify the Service Provider and give a period of further

maximum 7 days to rectify the breach as to the Company's satisfaction. In case the breach is not rectified to the Company's satisfaction, the Company reserves the right to terminate the contract.

- 10.4. In case of termination of agreement, the Company may make use of all or any drawings, estimates or other documents prepared by the Architects, after the payment up to the stage of work done for the stages of the Architects for preparation of the same in full as provided herein. Provided, however, that the same can be used for further process. All the sanctions and approval plans / designs and other drawings shall remain the property of the Company and the same shall be surrendered by the Architects to the Company within 10(ten) days from the date of such termination, without demur.
- 10.5. In case of termination of Agreement, the Architect shall not be entitled to fees or compensation except the fess payable to them upto the state of work actually done which shall be decided and determined by the Company.

11. Working on ECGC's Holiday

Request for permission for working on Saturday / Sunday / holidays if required, should be submitted 3(three) working days prior to the date of holiday, to respective locations head. The Service Provider should provide the visiting Team member's details in advance to respective offices. The Team Member shall visit at the scheduled date and time and show his identity card/ permission letter when asked for.

12. MISCELLANEOUS PROVISIONS

- 12.1. It is expressly agreed between the parties that the Contract, The Request for Tender (RFT) Document, any Addendum or Corrigendum issued thereafter and the complete Annexures thereto constitute the Entire Agreement between the Parties.
- 12.2. AMENDMENT:
The Company does not agree to any proposed addition, alteration, or deletion of any part of this Agreement by the Architect unless agreed to in writing by the parties. Any other statement of Contractor shall not alter, add to, or otherwise affect these terms and conditions.

- 12.3. All notices, requests, demands or other communications which are required to be given pursuant to the terms and Conditions of this Agreement shall be in writing addressed to the above-mentioned addresses and will be deemed to have been duly given when received. The notices shall be sent to the addresses as set forth above and to the attention of the signatories of this Agreement, or to such other addresses or individual(s) as the Parties may mutually agree in writing from time to time.
- 12.4. Service Provider agrees and undertakes that they have not directly or through any other person or firm offered, promised or given nor shall offer, promise or give, to any employee of the Company involved in the processing and/or approval of our proposal/offer/bid/tender/contract or to any third person any material or any other benefit which he/she is not legally entitled to, in order to obtain in exchange advantage of any kind whatsoever, before or during or after the processing and/or approval of our proposal/offer/bid/tender/contract.
- 12.5. During the term of this agreement and one year thereafter, the parties shall not solicit, encourage or attempt to solicit, induce or encourage, either directly or indirectly, any of the party's personnel or employee for employment, unless prior written permission is obtained from the other party; provided however, that the foregoing shall not apply to the hiring of employees who respond to Internet or other advertisements of general circulation not specifically targeted to such employees.
- 12.6. The relationship between Company and Service Provider is solely that of an Independent contractor and the relationship is on a principal-to-principal basis. Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create an employment or agency relationship or a partnership between a party and the other party or the other party's employees or Clients or agents.
- 12.7. **ASSIGNMENT:** This Agreement shall not be assigned by either party without the prior written consent of the other party.
- 12.8. **SEVERABILITY:** If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be struck from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

12.9. **WAIVER:** No failure on the part of any party to exercise or delay in exercising any right hereunder will be deemed a waiver thereof, nor will any single or partial exercise preclude any further or other exercise of such or any other right.

12.10. Termination or cancellation of this Agreement for any reason shall not release either party from any liabilities or obligations set forth in or arising from this Agreement which remain to be performed or by their nature would be intended to be applicable following any such termination or cancellation.

12.11. **REPRESENTATION AND WARRANTIES:**

(a) The Architect has necessary infrastructure to provide the Services and is duly authorized to enter into this Agreement and to perform the Services to the best of its abilities in a professional workmanlike manner and deliver the services to the Company in accordance with scope of work and is under no contractual and/or legal restriction which may in any manner interfere in the performance or delivery of Services by the Architect.

(b) It is authorized to execute and implement this Agreement and discharge its obligations hereunder and in terms of the applicable laws and regulations.

(c) The performance of its obligations as per this Agreement does not and shall not violate or conflict in any manner with any duty or obligation owed to any third party.

12.12. This Agreement along with the said RFT, bids and other annexures constitutes the entire Agreement between parties relating to the subject matter hereof and supersedes any prior proposals, understandings, correspondence or other documents exchanged between the parties prior hereto.

12.13. **GOVERNING LAW AND DISPUTE RESOLUTION:** The Courts at Visakhapatnam, Andhra Pradesh, India shall alone have exclusive jurisdiction for the purposes of adjudication of any dispute of differences whatsoever in respect of or relating to or arising out of or in any way touching the RFT, the subsequent contract awarded or the terms and conditions of the Contract.

12.14. **Force Majeure:**

Notwithstanding the provisions of Terms and Conditions of Contract, the Service Provider shall not be liable for liquidated damages, or termination for default, if and to the extent, that, the delay in performance, or other failure to

perform its obligations under the Contract, is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Service Provider shall promptly notify the Company in writing of such condition and the cause thereof. Unless otherwise directed by the Company in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

12.15. COUNTERPARTS:

This Agreement may be executed in duplicate, with one copy for each of the Parties. Each copy shall be considered as original.

Both Company and Architect shall sign such further and other documents, cause such meetings to be held, resolutions passed and do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respective hands unto this Agreement on the day and date first set out hereinabove.

**For and on behalf of
ECGC Ltd.
the "Company" aforesaid,
through its authorized signatory**

**For and on behalf of
SERVICE PROVIDER
the "Service Provider" aforesaid,
through its authorized signatory**

NAME :

DESIGNATION : GM(F&A)

NAME:

DESIGNATION:

WITNESSES:

1.

2.

Bank Details

Sr No	Description	Details
1	Name of the Bank	
2	Address of the Bank	
3	Bank Branch IFSC Code	
4	Bank Account Number	
5	Type of Account	

.....

Signature of the authorized Signatory of Company/firm
(Company Seal, if applicable)

Name

Designation

Contact No (Mobile)

Email Id

Eligibility criteria

The bidders must fulfill following eligibility criteria:

- a) The bidder must be an Architect firm / Company preferably having its own establishment in Andhra Pradesh/Hyderabad, India.
- b) The Architect/Architect firm should have a minimum experience of 3(three) years of providing architect services for commercial / corporate premises in a central PSU or State PSU, or a Private Company, within the Municipal limits of Visakhapatnam.
- c) The firm must have analytical and supervisory experience of at least three years, for verifying, validating, building up and delivering the finished premises, whether the design / architecture has been formulated by them or another firm.

Annexure – 10
CODE OF INTEGRITY

DECLARATION

I/We__working as__in____(name of the Agency and complete address in full be mentioned), hereby solemnly affirm and declare that I have been authorized by the Agency to sign the bids. I, hereby declare and certify, on behalf of the Agency, that we have accepted all the terms & conditions mentioned in the ----- and we shall abide by all the terms & conditions of the Contract.

I/ We hereby agree and undertake that we have not directly or through any other person or firm offered, promised or given nor shall we offer, promise or give, to any employee of ECGC involved in the processing and/or approval of our proposal/offer/bid/tender/contract or to any third person any material or any other benefit which he/she is not legally entitled to, in order to obtain in exchange advantage of any kind whatsoever, before or during or after the processing and/or approval of our proposal/offer/bid/tender/contract.

I/we further declare that in relation to my/our Bid submitted to ECGC, in response to - ----- I/we.....hereby undertake that I/we shall abide by the Code of Integrity and make disclosure as to any Conflict of Interest at all times, and understand that any breach of the Code of Integrity will render me/us liable to be removed from the list of registered Bidders, and would also subject me/us to other punitive and penal action such as cancellation of contracts, banning, debarring and blacklisting or action in the Court of Law, and so on.

Signature of Authorized Signatory of the Agency with Seal & Stamp

Date :

Place:

Name:

Designation:

Address:

***** End of Document *****