Film and Television Institute of India

Law College Road, Pune – 411004

Maharashtra State, India

Notice Inviting Tender (NIT) For Selection of a CPSU/CPSE for Engagement as a 'Project Management Consultant' (PMC), for project title "Miscellaneous Construction & Repair Works of FTII, Pune"

Important Dates Information Sheet

Event	Particulars
Date of publication of Notice Inviting Tender	21/10/2025
Date and time for Pre bid Conference	27/10/2025
Last date and time for Bid submission	11/11/2025 3.00 PM
Date &Time of Opening of Technical Bids	12/11/2025 3.00 PM
Date for Presentation	Will be intimated to Qualified Bidders
Date for opening of Financia**l Bids**	Will be intimated to Qualified Bidders
Mode of submission of bids	Through online e-procurement, (CPPP) *(The Technical Bid is also required to be submitted in physical mode as specified in this tender document)*
Place of Submission of physical copy of NIT	**Purchase Office** Film and Television Institute of India, Law College Road, EranDwane Pune, Maharashtra 411004

Contact Person	**Purchase Officer**, Film and Television Institute of India, Law College Road, Eran Dwane Pune, Maharashtra 411004 Email: purchase@ftii.ac.in 020-2558 0029 / 0144 / 0145 / 0028

Film and Television Institute of India, Pune (Deemed to be University)

An Autonomous Institute under Ministry of Information and Broadcasting, Government of India

NIT for engagement of Project Management Consultant (PMC) for execution of the Project "Miscellaneous Construction and Repair Works of FTII Pune".

1. **Overview**

FTII is an autonomous Institute under the Ministry of Information and Broadcasting, Government of India. Setup as 'Film Institute of India (FTI)' in 1960, Television Wing was added in 1971 and the Institute was renamed as 'Film and Television Institute of India. FTII became a Society in Oct. 1974 under the Societies Registration Act, 1860. FTII boasts of a rich legacy of quality education in cinema as one of the oldest Film school in Asia. On 22nd April-2025, Ministry of Education awarded FTII the status of Deemed to be University under distinct category under Section 3 of UGC Act, 1956.

1.1**Definitions**

I. **"Project"** means the "Miscellaneous Construction and Repair Works of FTII Pune".
II. **"Employer**" means the Film and Television Institute of India (FTII) Pune.
III. **"Contract"** means the Contract signed by the Parties and all its attached documents...
IV. **"Project Specific information** "means such part of the Instruction to bidders used to reflect specific project and assignment conditions.
V. **"Day "**means calendar day.
VI. **"Government "**means Government of India.
VII. **"Personnel"** means professionals and support staff provided by the bidder or by any implementing agency and assigned to perform the Services or any part thereof.
VIII. **"Bid** "means the Technical Bid and the Financial Bid.
IX. **"Assignment/Job "**means the work to be performed by the selected bidder pursuant to the award of this tender.
X. **"PSU** means Central PSU which his eligible to bid for the Assignment/job.
XI. "**Project Management Consultant"** or **"PMC"** means the selected CPSU whom this tender is awarded.
XII. **"Successful Bidder "**means the bidder Suspected for the award of the tender.
XIII. "Implementing Agency" means any agency (ies), contractor or entity to which the work of construction /procurement is awarded by the Project Management Consultant (PMC).
XIV. **"Terms of Reference" (TOR)** means the details included in the NIT specifically in Para 2 or otherwise as well as in the contract which explain the objectives, scope of Assignment/ Job, activities and tasks to be performed by the PMC, respective responsibilities of the Employer and the Project Management Consultant (PMC) and expected results and deliverables of the Assignment/ job.
XV. **"General Financial Rules** "means the General Financial Rules (G FR) notified by the Ministry of Finance, Government of India, as updated from time to time.

1.2 Introduction: Film and Television Institute of India, an autonomous Institution under Ministry of Information and Broadcasting Government of India, invites bids from eligible Central Public Sector Undertakings / Enterprises (CPSU / CPSE) for engagement as Project Management Consultant (PMC) for execution of the Project "Miscellaneous Construction and Repair Works of FTII Pune".

Scope of the aforesaid Project will be as below:

The works comprise creation of additional spaces, up gradation of existing facilities, construction of community and recreational infrastructure, parking and sports facilities, as well as horticulture and landscaping at FTII, Pune. The scope includes preparation of detailed drawings, structural/electrical/plumbing designs, H VA C, firefighting, solar systems, furniture layouts, estimates and BOQ's as per CPWD/PWD norms. Provision is also made for special repair/renovation works and comprehensive phased development of the campus in future, to be executed through a PSUPMC with approvals of the competent authority.

The Brief scope of work of the Project is attached as: -**Appendix A. (Page 62)**

2.0 **Terms of Reference and Scope of Services under this tender:**

2.1Terms of Reference: Terms of reference of the selected PSU" s Project Management Consultant (PMC) will broadly cover rendering of Project Management services for Pre-construction; Construction and Post-construction stages in reference to the Project mentioned in the Para 1.2 above. The services will essentially include the following, amongst others: -

I. Preparation of Detail DPR Project Report (DPR) and Detailed Estimates for establishment for the Project.
II. Finalization of the tendering process involving the entire process from the stage of preparation of tender document for selection of the implementing agency (ies) (contractor) to the appointment of the Implementing Agency (ies) for the execution of the Project.
III. Monitoring, supervision and facilitation of the implementation of the Project, including fulfillment of all statutory and legal requirements.
IV. Submission of progress report of the project on fortnightly / monthly basis to the Employer.
V. Handing over/taking over of the created physical infrastructure to the Employer after compliance of all statutory requirements necessary for the commissioning of the infrastructure.
VI. Submission of Project closure report along with complete as built drawings in hard and soft form to the Employer.

2.2 Detailed scope of Services

The broad nature of the consultancy services to be provided is given in the following paras. Further technical details of the services to be provided by the PMC are given in (Page 6 to 8)

A. Detailed Architectural Designand Engineering Consultancy services

a. The Project Management Consultant (PMC) shall be responsible for survey and soil investigation including p-level and contour maps with proper boreholes for evaluation of bearing capacity and nature of soil at the site proposed for setting up of FTII.

b. The Project Management Consultant (PMC) shall provide the designing services including preparation of detailed drawings depicting interior layouts and schematics with all specifications viz., architectural, electrical, for various areas required to undertake the construction of the project. This will essentially include the following fields/services any/all of which may be required for the execution of the project.

   I. Preparation of the concept plan in consultation with the Employer (FTII) a DPR preparation of Detailed DPR Project Report.
   II. Architecture Planning and Design.
   III. Structural Design.
   IV. Planning/Designing of Electrical systems including Power distribution and complete internal and external lighting Fire detection and alarm systems, intercom system, acoustic and public address system, closed circuit television, Channel music and other electrical / electrical control and display systems including metering facilities, generators, U.P.S stabilized power conditioners, H VA C / Air conditioning, Lifts etc.
   V. Planning/ Designing of Sanitary, Water supply and sewage, plumbing and firefighting system including fire protection, STP, E TP, etc.
   VI. Signage Graphic and landscaping, roads, rigid/flexible pavements and drainage etc.
   VII. Any or all services not specifically mentioned herein but required for the proper and successful completion of the Project in accordance with specifications of Bureau of Indian standards and in accordance with the specification of National Accreditation Board for Hospitals & Healthcare, Including services required for procurement and installation of hard and soft furnishing, Water Treatment/ Purification System, solar water heating system, medical gases etc., as are covered in the scope of the Project.

c. The Project Management Consultant (PMC) shall prepare preliminary designs, cost estimates, tender drawings, detailed cost estimates, NIT documents, drawings depicting interior layouts and schematics with all specifications, viz., Architectural, Electrical, etc., for various areas, as maybe required to undertake the construction of the project.

d. The Project Management Consultant (PMC) shall prepare drawings including all necessary Architectural and engineering details, to suitable scale, to enable the Implementing agency (ies) (contractors) to prepare shop drawings, bar bending schedules, etc. and all such other details of works as are required for execution of the Project, and modify the same if, so decided by any authorized officer of the Employer. Thereafter. the Project Management Consultant (PMC) shall be responsible for ensuring construction generally as per the approved drawings and make minor modifications / improvements in design, if required, as per the actual requirements at site.

e. The Project Management Consultant (PMC) shall ensure that all drawings / designs are prepared in accordance with the relevant bye-laws of local authority, Indian Electricity Rules and Indian Standard specification, as amended up to date or as per sound engineering practice and shall be responsible to ensure the structural stability and efficiency/adequacy of various other services and utilities.

f. The Project Management Consultant (PMC) shall obtain necessary Statutory Approvals/ Permission/ Clearances/ Certificates on the designs, plans and architectural/engineering details of the Project from the concerned Local Bodies & Statutory Authorities like District Authorities, Municipal Corporation, Panchayati Raj Institutions, Town Planning Board, Electricity Board/ Fire Department, State/ Central Pollution Control Boards, State/ Central Environmental Authorities, Forest and Wildlife Authorities etc. (for e.g., removal of trees, re-locating utilities; rehabilitation and resettlement of persons affected by the work; traffic control; mining of earth and stone; interfering with protected monuments, environmental/ forest/ wildlife clearances; and shifting of religious shrines etc.) to start the work. The Employer shall be responsible for providing all assistance to Project Management Consultant (PMC) in this process. However, responsibility to get clearance/ approvals from the local authorities will rest with Project Management Consultant (PMC).
g. Works shall not be awarded by 'Project Management Consultant' to contractors till all statutory approvals/ certificates/ permissions required for taking up the work are in place.

B. Project Management Services

Execution of Works

a. The Project Management Consultant (PMC) shall undertake the Complete Project management including supervision of the construction work, as well as, the work for Procurement of and equipments, for execution of the Project.
b. As soon as the work is allocated, 'Project Management Consultant' shall prepare and submit to the Employer an Integrated Programmed Chart for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower and other input information required for the fulfillment of the timelines given therein. The Programmed Chart should fully align with the completion timelines stipulated in this tender. 'Project Management Consultant'will intimate the Employer, Project Team, both on - site and off-site, starting from Chief Engineer to Junior Engineer associated with execution of the work. The Programme Chart should inter- alia include descriptive note explaining sequence of the various activities, C PM Network Milestones etc. This will form Base Line Programme and the subsequent progress of the work shall be reviewed with reference to this during periodic Progress Review Meeting preferably monthly. Any increase in time period from the Base Line Value shall be construed as Time Overrun.
c. 'Project Management Consultant 'shall be responsible for providing Physical Progress Reports to the Employer in the form of CPM (Critical Path Method) Network on a monthly basis for reviewing the progress of the work vis-à-vis Base Line Programme and taking all necessary remedial actions, after taking into account Employer's observations made in respect of quality an DPR progress of the work during the monthly/ periodic Project Review Meetings. To ensure timely completion of work as per mutually agreed time-schedule/ milestones and within agreed Cost.
d. 'Project Management Consultant' shall also be responsible for providing to the Employer the Financial Progress Reports of the project and up to date Expenditure incurred on the work on monthly basis along with Certificate of Utilization of Fund against Fund earlier released to 'Project Management Consultant' by the Employer.
e. 'Project Management Consultant' shall be responsible for total Project Management including day-to-day supervision of works, maintenance of all project records and executing the works as per prescribed guidelines, their own Works Manual, Codes, Books of Specifications etchant also in accordance with relevant and extant provisions of General Financial Rules (GFR).
f. The 'Project Management Consultant' (PMC) shall be responsible for certifying and making payment of Bills/monthly running bills of the Contractors/ Agencies engaged by them and

make available Final Statement of Accounts in Standard Format to the Employer and also provide copies of Final Bills for all Contract Packages and other expenditure incurred related to Project Construction after the Completion of Work. In addition, should the Employer ask for any other details from the 'Project Management Consultant' (PMC) regarding Utilization of Fund at any stage, Detailed Estimates, Technical Sanctions, Award of Works, Running Bills etc., the same shall be provided by Project Management Consultant (PMC) readily.

g. The 'Project Management Consultant' (PMC) shall be responsible for imposing Liquidated Damages or for taking any other action in terms of Contract against the Implementing Agency (ies) (construction/ procurement agency) in case the Implementing agency is failing to perform satisfactorily with respect to timely completion of work or in respect of the quality and other conditions stipulated in the tender document/ contract.
h. The 'Project Management Consultant' (PMC) shall undertake settlement of all contractual disputes with the Contractors/Suppliers, including arbitration, if any, as well as attend meetings/ hearings in connection with any dispute or payment of awards of Arbitration.
i. The 'Project Management Consultant' (PMC) will discharge any other responsibility that may be entrusted to it by the Employer with respect to the Project.
j. The 'Project Management Consultant' (PMC) shall be wholly, solely and fully responsible for timely completion of the work, and for the quality of the work as per tender specifications and also for the structural safety of the physical infrastructure under construction/built by way of execution of the work, during and after completion of the work.
k. The scope of the Assignment shall not be limited to comprehensive architecture design but shall also include getting various statutory clearances for the Project, awarding tender for the construction, contract execution, monitoring and supervision of construction work, usage of standard software for project management as per C PW D manual, ensuring successful completion and commissioning of the Project.
l. The scope of the assignment also involves geo-technical investigations, surveys, approvals, third party certifications, interaction with the statutory authorities etc.
m. The detailing under the scope of Project will be finalized by the PMC further in consultation with the Employer.

<u>Release of Funds, Payment of Bills for Project Cost</u>

a. The Employer shall release Initial Deposit of 10% of the approved preliminary estimate amount to 'Project Management Consultant' within 2 (two) weeks of issuing A/A & E/S (for the particular work along with Milestones & Baseline Programme between the Employer and the Project Management Consultant (PMC), whichever is later).
b. The Employer shall release additional deposit up to 20 (Twenty) % of approved estimate amount to 'Project Management Consultant' within 2 (two) weeks of award of first Miscellaneous construction contract on the basis of specific request made by 'Project Management Consultant' in this regard along with proper reasons and justifications acceptable to the Employer for additional requirement of fund over and above already released initial deposit of 10(ten)% of approved preliminary estimate amount in terms of Clause – a above.
c. After the Initial and Additional Deposit as per Para 'a' and Para 'b' above and subsequent release of Fund shall be in the form of recoupment of the expenditure made by 'Project Management Consultant' on the work as per monthly expenditure statements which shall be submitted in Monthly Expenditure Statement (MES) in a form similar to CPWD Form–

65(Account of Deposit works).While submitting MES, and placing demand for release of fund in the form of recoupment of the monthly expenditure already incurred on the work, ‘Project Management Consultant’ will also submit a comprehensive report on progress of physical completion various activities and Milestones vies-a-vies earlier planned activities/ Milestones for the overall completion of the specific work mutually decided between the Employer and the ‘Project Management Consultant’ {and included as part of work specific M OU}for enabling the Employer to keep effective check on utilization of fund as well as physical progress of the work. .

d. The fund subsequent to Initial Deposits shall be released by the Employer to the ‘Project Management Consultant’ within 4 (four) weeks of submission of request by ‘Project Management Consultant’ along with all documents as described in above. As per the monitoring of physical and financial progress indicators, the Employer will take necessary steps for recoupment of the monthly expenditure incurred on the basis of the Fund Utilization Certificate.
e. If any fund requirement is specifically made by ‘Project Management Consultant ‘after the work has been assigned to ‘Project Management Consultant’ for undertaking preconstruction activities related to the Project Execution etc., the same shall be released by the Employer within 2 (two) weeks, for which PMC shall make formal request in writing, with justification. The amount so released to ‘Project Management Consultant’ shall he adjusted from, Initial Deposit amount.
f. ‘Project Management Consultant’ shall intimate the Employer about any excess expenditure likely to be incurred over and above the approve DPR Projected Cost and also about possibility of time overruns, as soon as it comes to the knowledge along with reasons and justifications thereof for necessary approvals from the Employer before continuing/ incurring the extra/ additional expenditure.
g. Payment to the Implementing Agency (is) (Contractor shall be based on ‘the terms of agreement to be executed between the respective agencies and the ‘Project Management Consultant’ (PMC).
h. The ‘Project Management Consultant’ shall be responsible for certifying and making payment of Bills of the Contractors/ Agencies engaged by them and make available Final Statement of Accounts in Standard Format to the Employer and also provide copies of Final Bills for all Contract Packages and their expenditure in occurred related to Project Construction after the Completion of the Work. In addition, should the Employer ask for any other details from ‘Project Management Consultant’ regarding Utilization of Fund at any stage, Detailed Estimates, Technical Sanctions, Award of Works, Running Bills etc., the same shall be provided by ‘Project Management Consultant’ readily.
i. The ‘Project Management Consultant’ (PMC) shall open, maintain and operate a separate dedicated bank account for the Project fund. Any fund received from the Employer shall be deposited in the bank account. Any interest accrued on the Project fund will be the property of the Employer. The PMC will not have any lien on this.

<u>Project Management, Cost and Time Control</u>

a. ‘Project Management Consultant ‘shall implement a system of ‘Project Team Concept' with dedicated group of Engineers under single and unified command for implementation of projects from concept to completion and call composite tenders to reduce the number of packages for better management.

b. ‘Project Management Consultant’ shall be obliged to adopt all the above said measures to successful completion of the works within Approved Cost and agreed Time period.

c. ‘Project Management Consultant’ shall be responsible for managing the Project from concept to commissioning effectively and efficiently to ensure desired/ proportionate pace of progress and completion of work is achieve DPR progressively vis-à-vis approved Plans &Specifications and in Terms and Conditions of the MOUs and mutually agreed milestones and timelines and approved cost, taking with due diligence all require DPR active remedial measures including provision of stringent and elaborate enforceable Clauses to this effect and also making time as the essence of contract in the Bid and Contract Documents. ‘Project Management Consultant’ shall provide for clauses in the contract and established Procedure to recover liquidated damages from their contractors/agencies. The liquidated damages recovered from the contractors for delay, if any, shall be credited to the Employer in the project accounts.

d. The approved Initial Project Cost & Timeline should not exceed during execution of the Project. In case of either increase in earlier approved cost or timeline, detailed reasons and justifications, based on verifiable facts and figures, shall have to be provided by ‘Project Management Consultant’ along with comprehensive proposals for revision in earlier approve DPR Project Cost/ Timeline, which shall be intensively examined by the Employer in consultation with ‘Project Management Consultant’ before approval is accorded to their proposals. No additional expenditure over and above the earlier approve DPR Project Cost shall be incurred by ‘Project Management Consultant’ without prior approval of the Employer. Upward Revisions in either Cost or Timeline should be an exception rather than a rule and for achieving this objective, all required efforts shall be made by the ‘Project Management Consultant’.

e. At any time, it appears to the Employer that the actual progress of the work does not conform to the approved DPR programmed referred above and intimated to ‘Project Management Consultant’ byte Employer, detailed reasons and justifications for such delays shall have to be provided by ‘Project Management Consultant’, which shall be examined by the Employer to re-Schedule the Programme, if any.

f. Progress Review Meetings preferably monthly, shall be held between ‘Project Management Consultant’ and the Employer for reviewing the progress of works based on Baseline Programme / Milestones etc. and also for resolving co-ordination issues, if any including fixing priority of some works, facilities and services for their early completion and handing over to the Employer for putting item to use for intended purpose. PMC shall engage A&E (Architect & Engineering) Consultant and Consultants may also participate. ‘Project Management Consultant’ will also designate a nodal officer in respect of specific work for coordinating with the Employer and A & E Consultant. Such designated nodal officers shall be suitably empowered and authorized to lake decisions in work related issues so that delays are minimized for achieving timely completion of work.

g. Sufficient number of technical and other staff as per requirement of work will be deployed by the ‘Project Management Consultant’ (PMC) for complete management of contract as per terms conditions of the contract, including monitoring the quality and workmanship in accordance with specifications, progress of work as per milestones and completions as per time schedule.

Observance of Ministry of Finance/C PW D/C V Guidelines

a. The ‘Project Management Consultant’ (PMC) shall undertake the preparation of detailed Estimates containing detailed specifications and quantities of various items on the basis of specification and schedule of rates maintained by CPWD.
b. The ‘Project Management Consultant’ (PMC) shall prepare and accord Technical Sanction (TS) to detailed and coordinated design of all the Architectural, Civil, Electrical, Mechanical, Horticulture and any other services included in the scope of the Project and of the Detailed Cost Estimates containing the detailed specifications and quantities of various items prepared on the basis of the Schedule of Rates maintained by C PW D.
c. The ‘Project Management Consultant’ (PMC) shall accord technical sanction of detailed Estimates ensuring that proposals are structurally sound and the Estimates are accurately calculated based on adequate data. The Technical Sanctioning authority of the ‘Project Management Consultant’ (PMC) shall be responsible for technical soundness of the estimate as well as the quantities of items of the BOQ.
d. The ‘Project Management Consultant’ (PMC) shall prepare Tender documents in accordance with the CPWD guidelines. For this purpose, the PMC is required to adopt the latest and Standarard tender document and the General Conditions of the Contract (GCC) of the CPWD. The remaining parts of the tender documents shall be prepared by the ‘Project Management Consultant’ (PMC) by following provisions of CPWD works manual, CPWD Schedule of Rates, C PWD Specification and up to date Contract & Manual circulars issued by CPWD. The ‘Project Management Consultant’ (PMC) will also ensure that the Special Conditions of the Contract are formulated in a manner so that these do not come in conflict with the GCC of the CPWD. Any deviations from the above must be got approved from the competent Authority of the Employer / the Ministry of information and broadcasting.
e. The ‘Project Management Consultant’ (PMC) shall follow guidelines of e-tendering as provided in CPWD Works Manual.
f. The ‘Project Management Consultant’(PMC) shall undertake, scrutiny, processing and evaluation of bids received as per procedure laid down in CPWD works manual This shall include preparation of proper justification based on prevalent market rates and coefficients as per C PW D Delhi Analysis of Rates.
g. The designated tender accepting authority of the ‘Project Management Consultant’ (PMC) as per their delegation of power shall consider the recommendations of the tender committee, constituted by the ‘Project Management Consultant’ (PMC) and decide on the tender.
h. Any sanction of deviations/ variations in quantities should be done observing the guidelines of the C PW D in the matter.
i. The ‘Project Management Consultant’ (PMC) shall ensure strict compliance of GFR and CVC guidelines. It shall be wholly and solely responsible for any observation / comments / defects pointed out by C. T. E / CVC in the process of execution or in the executed work.

Also, a suitable check list in this regard shall be maintained by the ‘Project Management Consultant’ (PMC) which will be available to the Employer for inspection as and when required by them.

j. The ‘Project Management Consultant’ (PMC) shall maintain all relevant accounts and records for inspection and audit. The same should be preserved for the entire Coda life of the respective document as adopted in C PW D guidelines, after the competition of project.

Quality Assurance

a. The ‘Project Management Consultant’ (PMC) may be required to appoint a Third-Party Quality Assurance (TPQA) agency for quality assurance/ audit of the works executed by the ‘Project Management Consultant’ (PMC). The Employer/will gives instructions in this regard. The quality assurance work should be assigned to an India Institute of Technology (i.e. IIT) or National Institute of Technology (i.e. NIT). The quality assurance will be ensured at threestages, first, after completion of the Foundations, second, at the stage of completion of the structure, and third, at the stage of the completion of the work.
b. The Employer/also itself appoint a T PQ A.
c. The ‘Project Management Consultant’ (PMC) will provide access to TPQA for inspection of site, material, specifications and other documents as required for checking quality assurance. The deficiencies brought out by T PQ A shall promptly be got attended by the ‘Project Management Consultant’ (PMC) and compliance report shall be submitted to Employer. Any dispute between ‘Project Management Consultant’ (PMC) and the TPQA shall be brought before the Employer and the decision of the Employer will be final and binding on the ‘Project Management Consultant‘(PMC) and the TPQA.
d. The ‘Project Management Consultant’ (PMC) shall ensure that the works are completed in all manners as per the quality, standards and within the budgeted cost and Time. The PMC shall also ensure that the Contractor / Executing Agency of the Project shall provide / install Material Testing Lab at site with all the requisite equipment’s for testing of Materials as per the C PW D guidelines and maintain a proper record during the execution period.

Time Schedule and Liquidated Damages

The time schedule for completion for the Projects shall be as 10 months as below

S.No.	Activity	Target
1	Preparation of masterplan	D+1 MONTHS
2	Preparation and approval of DPR including Statutory clearances	D+2 MONTHS

3	Technical Sanction of detailed estimates and floating of tender	D+3MONTHS
4	Award of Work	D+4MONTHS
5	Commissioning of work	D+10MONTHS*

“D “is the date of award of work

In case of delay in achievement of milestones attributable to the ‘Project Management Consultant’ (PMC), penalty at the rate of 0.5% of the total consultancy service charges for each month of delay, shall be levied, subject to a maximum of up to 5% of the total consultancy service charge payable to the ‘Project Management Consultant’ (PMC). The decision of the Employer shall be final and binding in this regard.

Completion and Handing over of the Completed Work and Facilities

a. ‘Project Management Consultant’ shall obtain work Completion/ Occupancy Certificates & Clearances for completed Work and Facilities before handing over the same to the Employer for putting them to functional use. The Employer shall provide all assistance in this process.
b. ‘Project Management Consultant’ shall hand over to the Employer or its Authorized Representative, completed Work including all Services and Facilities constructed in accordance with the Approved Plans, Specifications fulfilling all techno-functional requirements agreed with the Employer along with Inventory, As built - Drawings, Maintenance Manual/Standard Operating Procedure (SOP) for Equipments and Plants, all clearances /Certificates from Statutory Authorities, Local Bodies etc.
c. On completion of the work, a Project Completion Report (PCR) shall be submitted by ‘Project Management Consultant’, duly bringing out Final Project Completion Cost, Total Time period taken to complete the work and also complete DPR Project Components as against the approved Cost, Time and DPR Project Components. The P CR shall be submitted along with Final Project Accounts including return of unspent balance amount to the Employer within one month of settlement off in all bills of the contractors/ other agencies deployed on the work by ‘Project Management Consultant’.
d. The ‘Project Management Consultant’ (PMC) shall ensure representation at site to maintain the erected assets and attend the defects during defect liability period.
e. The ‘Project Management Consultant’ (PMC) shall maintain a site office and facilitate inspections by the officials of the Employer, as and when carried out.

Disputes, Enquiries and Queries

a. The ‘Project Management Consultant ‘shall be responsible for observing due diligence and adopting all possible measures at various stages of work execution so as to avoid

Arbitration/Litigation end other hindrances and the work is completed within optimum cost and time in hassle free environment.

b. 'Project Management Consultant 'shall be responsible for defending all Arbitration and Court Cases arising out of execution till the works end examining the Arbitration Award/ Decree of Court or Law/ liability by appropriate authority in 'Project Management Consultant' and forwarding the same along with a comprehensive report on the circumstance leading to the Arbitration/ Court Cases and the reasons and justification as to why an appeal against such awards/ decree was not considered necessary briefing out inter-alia details of the award and clear cut recommendations The decision of the competent authority in' Project Management Consultant 'to accept The award or challenge the same in a Court of Law will be binding on the Employer.

c. The Employer/ shall settle and pay the final claims which may be decreed by a Court of Law, Tribunal or by award of an Arbitration in relation-to the- deposit work, based on recommendations of 'Project Management Consultant'.

d. 'Project Management Consultant' shall be responsible for redressing and complying with the observations of CTE/ CVC, Auditors, Statutory Authorities, Local Bodies, Municipal Corporation etc. pertaining to the work under intimation to the Employer, providing all work-related information promptly to the Employer/ for replying to Parliament Questions, queries from various Constitutional and Statutory Authorities.

<u>Miscellaneous</u>

a. The 'Project Management Consultant' (PMC) shall be responsible to execute any additional works as per requirement of the Employer, in order to make the buildings and services functional.
b. The 'Project management Consultant' (PMC) will be responsible for carrying out the different activities as part of the execution of the works ensuring necessary approvals as per their internal systems and SOPs within their organization.

The following Responsibility Matrix specifies the roles and responsibilities of the 'Project Management Consultant" (PMC) and the approval processes in the different stages of the execution of the Project after A A&E S are issued to the PMC:

Responsibility Matrix

Sl. No.	**Activity**	**To be Prepared/ Carried out by**	**To be Approved by**
1.	Detailed Project Report	PMC	FTII Pune

2.	Technical Sanction and Detailed Estimates	PMC	PMC (As per their internal approval systems and DPR processes)
3.	Floating of tender and award of work	PMC	PMC (As per their internal approval systems and DPR processes)
4.	Contract execution and commissioning	PMC	PMC (As per their internal approval systems and DPR processes)
5.	Monitoring of works	FTII Pune/ Works Committee	FTII Pune/ Works Committee
6.	Third Party Quality Assurance (TPQA)	TPQA agency (IITs/NITs as engaged by the PMC/ FTII Pune/ Ministry) (See page 12)	Compliance on the Issues highlighted by the TPQA to be followed up/ monitored by the Building Committee / Works Committee

3. **Eligibility:**

3.1 As per Rule 133 (3), General Financial Rules (G FR) 2017, Govt. of India following CPSUs will be eligible to participate in the bid:

Any Public Sector Undertaking set up byte Central Government to carryout civil or electrical works

Or

Any other Central Government organization / PS which may be notified by the Ministry of Urban Development (MoUD), Government of India for such purpose after evaluating their financial strength and technical competence.

3.2 The applicant should not have been barred/Blacklist by the Central Government/State Government or any entity control by it, from participating in any tender, the bar subsists as on the Bid due Date. Such applicant should not be eligible to submit the Bid. The Bidder should upload AFFIDAVIT FOR NON-BLACK LISTING ON 500 Rupee non judicial stamp paper.

3. (A) Relevant Experience

Experience of having successfully executed similar work in the capacity of a Project Management Consultant (PMC) during the last Seven years ending last day of the month previous to the one in which tenders are invited, meeting the following criterion:

I. Three similar works, each of value not less than 40% of the estimated cost put to tender, or
II. Two similar works, each of value not less than 60% of the estimated cost, or
III. One similar work of value, knotless than 80 % of the estimated cost

The value of the executed work shall be brought to current value by enhancing the actual turnover figures at simple rate of 7% per annum, calculated from the date of completion to the previous day of last day of submission of tender.

(All amounts rounded off to a nearest convenient figure)

Projects such as construction of Hospitals/teaching Institutions/residential Complex works having Civil / electrical works as major components will be considered as similar works.

(The similar nature of work may need to be specified keeping in view the nature of the Project. For example, if the Project involves construction of multistoried buildings/ basements, experience of executing works involving multistoried building should be insisted upon)

3. (B) Financial Capability

I. Average financial turnover
II. Should have had average annual financial turnover during the last three consecutive financial years ending 31st March of the previous financial year should be at least 50% of Project Cost.
III. The value of the annual turnover figure shall be brought to current value by enhancing the actual turnover figures at simple rate of 7% per annum.
IV. Profit making (PAT) Company:
The Bidder should not be a loss-making company in any of the during the last five financial years.
V. Net Worth:
The Bidder should have positive net worth for the last five financial years.
VI. Solvency:

The Bidder should have a minimum solvency equal to the estimated value of the Project Management Consultancy (PMC) fee. The solvency shall be certified by the Chartered Accountant.

(The estimated value of the PMC fee will be taken on normative basis as 5%ofthe estimated cost of the project for which PMC assignment is under tender process)

3. (C) Bid Capacity

Bid capacity of the agency will be determined on the basis of the amount of work the agency has in hand and its capacity to deliver. If the agency has taken some work either from another Department/organization or from Ministry of Information and Broadcasting, their bidding capacity shall be reduced by that amount of award of work.

The bidding capacity shall be worked out by the following formula. Bid Capacity= {[Ax Nx 1.5] - B}.

A = Maximum value of engineering (Civil, Electrical, Mechanical) turnover in construction works executed in any one year during the last seven years taking into account the completed works, as well as, works in progress. The value of turnover shall be brought to current level by enhancing at a simple rate of 7 % per annum.

N = Number of years prescribed for completion of Project.

B = Value of existing commitments and ongoing works to be completed during the period of completion of the Project. Annexure IX.

4.Clarifications on NIT Document:

4.1The prospective CPSU/CPSE requiring any clarification on this document shall notify the FTII in writing/e-mail at the mailing address/ e-mail indicated in Para 9.6 below, latest by 29.10.2025, 06:00 P M. Clarification sought, if any, are to be asked in the following format:

S.No	Clause No. of the NIT	Query/Clarification sought

Pre-Bid meeting/ conference will be held at Film and Television Institute of India, Law College Road, Erandwane, Pune, Maharashtra 411004.

Attendance at the Pre-Bid Meeting is mandatory for all bidders intending to participate and in order to be eligible in this tender.

All efforts will be made to furnish clarification during the pre-Bid conference. In exceptional cases, the same will be furnished subsequently. In both cases, the minutes of the pre-Bid meeting containing clarifications shall be posted on the website of the FTII.

Any clarifications issued by FTII shall be an integral part of this document and shall amount to an amendment to the relevant clauses of this document.

5.Documents/details to be submitted in the offer:

5.1 The PSU is required to furnish the following details/documents duly signed and stamped.

On each page by the authorized signatory of the PSU: -

a. Technical Details about the PSU and other relevant information in the formats prescribed at Annexure I II to I X, including documents in the details provided there. (Such information shall form the basis of the technical evaluation).
b. Certificate of Incorporation/ Registration.
c. Copy of Articles of Association of the PSU, indicating aims and objectives the P SU.
d. Annual reports and audited statements, audited by the auditors appointed by the company; of accounts for the last five years (2019-20, 2020-21, 2021-22, 2022-23 and 2023-24). Certificates in support of turnover and the P BD IT issued by the statutory auditors of the company certifying the turnover and PBD DT. Net Worth certificate in the prescribed format for the last five years and a solvency certificate for the last six months.
e. Copy of Certificates for G ST Registration and copy of PAN and TAN.
f. Copy of Notice Inviting Tender-NIT clarification issued by FTII to this NIT, if any, as a mark of acceptance of all conditions of the N IT.
g. A certificate from the Chairman/Company Secretary of the PSU certifying the details of the signatory authority and attestation of such authority's signature or Power of Attorney in favor of the signatory authority for the purpose of signing bid documents.
h. A detailed write-up on the PSU's Approach and Methodology to perform the assignment based on the
i. TOR. (Para 2 of this NIT)

Note:

I. All papers which are a photocopy and submitted as part of the proposal shall be duly attested by the company's C S/C A or Authorized signatory.
II. Each of the pages of the Bid document submitted will be signed and stamped by the authorized signatory of the P SU.
III. Each page of the Bid document should be duly numbered and the total number of pages in the Bid document should be clearly mentioned in the Bid document. An index of the documents submitted in the Bid document should be given and the location of the documents submitted should be clearly mentioned in the index so that the tender evaluation committee is able to easily locate them. Non-compliance of this condition may result in rejection of the bid.
IV. All monetary figures should be in INR.
V. Only proposals complete in all respects and containing all requisite documents/information/data shall be accepted and evaluated. Proposals which are incomplete or lacking in any manner shall be declared "not responsive" and summarily rejected and no requests for condonation/acceptance of information after the final date for submission of tender documents shall be entertained.

6. Availability of NIT/processing Fee

6.1 Copy of the Notice Inviting Tender- NIT can be downloaded from the website of FTII / CPPP / e-procurement.

6.2 The Bidders must pay the non-refundable Bid Processing Fee of ₹10,000/- (Rupees Ten Thousand only) through Demand Draft/Banker Cheque of Rs.10, 000.00 (Rupees Ten Thousand only) drawn in favor of Accounts Officer FTII Pune towards the cost of NIT and Processing fee which shall be enclosed by the PSU with the technical bid which is also required to be submitted through physical mode.

Technical Bid not accompanied by the bid processing fee will not be considered and will be summarily rejected.

7. Earnest Money Deposit:

7.1 To safeguard the interests of the Government, each bid should be accompanied by an Earnest Money Deposit of Rs. 25 lakh (Rs Twenty Five Lakh). Earnest Money should be deposited along with the technical bid by means of Demand Draft / Fixed Deposit Receipt/ Bankers Cheque / Bank Guarantee (in the respective format enclosed as Annexure VII) drawn in favor of the Accounts Officer FTII, payable at Pune. The Earnest Money Deposit shall have to be valid for at least three months beyond the last date of submission of the bid. Technical bids not accompanied by Earnest Money or Earnest Money in deviation from above shall be summarily rejected. No interest shall be payable by the Employer for the sum deposited as EMD.

7.2 Earnest Money will be returned to all unsuccessful PSUs without interest after completion of the tender process.

7.3 The Earnest Money shall be liable for forfeiture in the following events:

I. If the bid is withdrawn during the validity period or any extended validity period agreed to by the bidder.
II. If the bid is varied or modified in a manner not acceptable to the employer after opening of the bid during the validity period or any extension thereof.
III. If the bidder tries to influence the evaluation process.
IV. If the first ranked bidder withdraws his proposal prior to signing of contract or fails or refuses to furnish the performance security in accordance with instruction to the bidders.
V. For contravention of any of the conditions of the N IT not acceptable to the Employer.

8. Performance Security Deposit:

8.1 Successful PSUs shall, within one month from the date of conveying acceptance of the tender in his favors in writing, have to deposit a sum equal to five per cent of the total PMC fee for the proposed construction work as security for the fulfillment of the contract in the form of a Bank Guarantee (in the prescribed format in Annexure VIII) drawn in favors of the Accounts Officer, FTII payable at Pune. 8.2 The Performance Security Deposit must remain valid for a minimum period of sixty days beyond the defect liability period of the facilities created under the project.

9. Submission of Proposals: Online through CPP Portal https://eprocure.gov.in/ as well as in physical mode

9.1 Two Bid System: Prospective Bidders shall upload the duly signed in Technical and Financial bids in the e-Procurement module in CPP Portal, https://eprocure.gov.in/. The Bidders must pay the non-refundable Bid Processing Fee of ₹10,000/- (Rupees Ten Thousand only) through Demand Draft/Banker cherub drawn in favors of Accounts Officer, FTII, Pune.

9.2 The Technical bid shall be placed in a sealed envelope clearly marked TECHNICAL BID for engagement of Project Management Consultant for execution of the **"Miscellaneous Construction and Repair Works of FTII Pune".** The EMD and the Bid processing fees are required to be placed in another sealed envelope marked as "EMD and the bid processing fees". All the envelopes will also mention the name of the bidding PSU with their address and stamp.

The above two separate envelopes shall be placed in an outer sealed envelope. This should be clearly marked **TECHNICAL BID** for engagement of Project Management Consultant for execution of the **"Miscellaneous Construction and Repair Works of FTII Pune".** It will also mention the name of the bidding PSU with their address and stamp.

The Employer shall not be responsible for misplacement orloss if the outer envelope is not sealed and/or not marked as stipulated.

9.3 Technical Bids will consist of–

i. Copy of NIT and the clarifications issued by FTII to this NIT, if any, duly signed and stamped on each page by the authorized signatory of the Bidder as a mark of acceptance of all conditions of the NIT.
ii. Processing fee of Rs. 10,000/- through bank draft/banker's cheque. (Non-refundable).
iii. Prescribed Earnest Money Deposit (EMD).
iv. All Documents as more specifically mentioned in Para 5.1 of this NIT.
v. Information in **Annexure III to IX (excluding Annexure II, i.e., Financial Bid**).
vi. Technical bids not meeting the above requirements or incomplete in any respect will not be considered and will be summarily rejected.

9.4 Financial Bids will consist of the Agency Charges to be quoted by the PSU in the prescribed format at **Annexure-II.** The Financial proposal shall not include any conditions to it and any such conditional financial proposal shall be rejected summarily.

9.4.1 **Taxes:** The Bidders shall fully familiarize themselves with the applicable Domestic taxes (Such as: GST or any other taxes, duties, fees, levies) on amounts payable by the Employer under the Contract. GST on PMC charges is to be excluded by the bidders in their financial bids.

9.5 While Technical Bids will be opened on the date and time given in Para 10.1 below, Financial Bids of only technically qualified PSUs will be opened later for which separate date and time will be notified on the website of FTII.

9.6 The prospective bidders should upload their Technical and Financial bids in CPP Portal up to 15:00 Hrs. (Indian Standard Time) on 11.11.2025. FTII, at its discretion, may extend the deadline for the submission of the proposals prior to the date and time of opening of Technical Bids, as it may deem appropriate.

The bidder is also required to submit the technical bid in physical mode at the following address up to 14:30 Hrs. (Indian Standard Time) on 11/11/2025.

The proposal shall be addressed to:

Purchase Officer,

Film and Television Institute of India,

Law College Road, Erandwane

Pune, Maharashtra 411004

020-2558- 0028 / 0029 / 0144

purchase@ftii.ac.in

9.7 Any proposal received by the Employer by post or courier service or in person after the specified date and time will not be considered.

9.8 Validity of the Bids: The bids submitted by bidders shall remain valid for a period of 180 days from the deadline date for submission of bids.

10. Opening of Proposals:

FTII shall open the technical Bids on **DATE 12/11/2025**, 03:00 PM at the address stated in Para 9.5 above in the presence of authorized representatives from participating PSUs, who choose to attend. In case the date fixed for opening of the proposals is subsequently declared a holiday by the Government, the proposals will be opened on the next working day with the time and venue remaining unaltered.

11. Evaluation:

11.1 The duly constituted Tender Evaluation Committee (TEC) shall evaluate the technical bids on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, specified in the NIT. In the first stage of evaluation, a bid shall be rejected if it is found deficient as per the requirement indicated in the NIT for responsiveness of the bid. Only responsive bids shall be further taken up for evaluation. Evaluation of Technical proposals will start first and at this stage the financial bids (proposal) will remain unopened. The bids will be evaluated, based on the eligibility and evaluation criteria and submission of all the requisite information/documents as asked for in this NIT in Para 3, as per Annexure I- Annexure III.

11.2 **Presentation by the eligible bidder:** A detailed presentation before the TEC will be required to be given by the eligible Bidders who clear the technical scrutiny. The date and time of the presentation will be intimated to the eligible bidders. The presentation shall broadly cover:

Planning

I. Understanding of Terms of Reference (TOR)
II. Architectural Vision.
III. Planning for pre-construction activities'. Statutory clearances.
IV. Activity-wise work plan including timelines.
V. Planning of Resourcing/Man days.

Initiation/ Monitoring/Execution

I. **Steps to be taken for timely completion of the project:** Plan B or alternate methods to complete the project in any untoward event.
II. Payment clearance method.

Closing/handing over

I. Procedure for post construction clearances
II. Procedure for handing over

11.3 Evaluation shall be made under the **Combined Quality Cum Cost Based System (CQCCBS)**. Under CQCCBS, the technical proposals will be allotted a weightage of 70% and only PSUs securing a minimum of 70% marks in technical evaluation shall be considered technically qualified. Financial proposals of only those firms that are technically qualified shall be opened in the presence of qualified bidders, who choose to attend. The date & time will be notified to the qualified bidders. The name of the PSUs, their technical score and their financial bid shall be read aloud. Financial bid will have a weightage of 30%.

11.4 The Bid with the lowest financial quote shall be given a financial score of 100 and other Bids shall be given financial scores that are inversely proportional to their financial quote vis-à-vis the lowest financial quote.

11.5 The total score, both technical and financial, shall be obtained by adding the technical and financial score, taking 70% and 30% weight age respectively.

11.6 Highest point's basis: On the basis of the combined weighted score for quality and cost, the bidders shall be ranked in terms of the total score obtained. The bidder obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc.

12. Agency charges.

12.1 The CPSU/CPSE we will have to quote the agency charges proposed to be charged by them in the financial bid on a Percentage basis for construction, repair, renovation and procurement of miscellaneous equipment's such as furniture, digital boards etc. This will be used as the financial quote for the purpose of the evaluation under QCBS system as per Para 11.3 above.

12.2 FTII will not reimburse any charges to the successful bidder towards expenses incurred by them for legal fees, advertisements, third party certification fees, proof checking agency charges, travel expenses, incidental expenses or any other expenditure incurred for the execution of the project. However, statutory expenses incurred by the bidder by way of making payment of statutory fee to the statutory authorities/ Local Bodies, will be reimbursed to the PMC.

12.3 If, a PSU quotes agency charges as ‘NIL’, the bid will be treated as non-responsive.

13. Award of Contract

13.1 After completing the evaluation and consultation as laid down in Para 11.6, the Employer shall issue a Letter of Intent to the selected bidder.

13.2 The selected bidder, through its authorized representative, will sign the MOU after fulfilling all the formalities within 15 days of issuance of the Letter of Intent.

13.3 The time period for the validity of MOU to signed shall be 2 Years from the date it works into effect which shall be further extended after satisfactory performance of the PMC subject to approval of Competent Authority.

13.4 After MOU, individual Work Order will be issued for each work separately.

14. Confidentiality.

14.1 Information relating to the evaluation of the Bids and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of the Contract. The undue use by any bidder of confidential information related to the selection process may result in the rejection of its proposal and such bidder may be subjected to the provision of the Government’s anti-fraud and corruption policy.

15. Disclaimer

15.1 The information contained in this Notice Inviting Tender – i.e. NIT or subsequently provided to applicants, whether verbally or in documentary or any other form by or on behalf of FTII, or any of its employees or advisers, is provided to applicants on the terms and conditions set out in this NIT and such other terms and conditions subject to which such information is provided.

15.2 This NIT is not an agreement. This NIT provides interested parties with information that may be useful to them in the formulation of their bids in reference to NIT. This NIT includes statements, which reflect various assumptions and assessments arrived at by the FTII, in relation to the construction work. Such assumptions and statements do not purport to contain all the information that each Bidder may require. This NIT may not be appropriate for all persons, and it is not possible for the FTII, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this NIT. The assumptions, assessments, statements and information contained in this NIT, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this NIT and obtain independent advice from appropriate sources. Information provided in this NIT to the Bidders is on a wide range of matters, some of which depends upon interpretation of the law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The FTII, accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

15.3 The FTII, its employees and advisors make no representation or warranty. They shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution for unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this NIT or otherwise, including the accuracy, adequacy, correctness reliability or completeness of the NIT and any assessment, assumption, statement or information contained therein or deemed to form part of this NIT or arising in any way in this tendering process.

15.4 The FTII also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this NIT.

15.5 The FTII, May, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this NIT.

15.6 The FTII / reserves right to accept or reject any or all Bid(s) or to annul NIT process and reject Bids at any time before award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidders on the ground of such action.

15.7 The Bidder shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the FTII, or any other costs incurred in connection with or relating to its proposal. All such costs and expenses will remain with the Bidder and FTII shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred.

By an Applicant in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection Process.

15.8 Any effort by a PSU to influence the Bid comparison/ evaluation / work award decision by way of overt/covert canvassing shall result in non-consideration / rejection of its Bid.

15.9 The FTII reserves the right to change the schedule of dates / time stated in NIT. Changes, if any, will be displayed on the website of FTII and it shall be the responsibility of the Bidders to keep themselves abreast of such updates. As such the Bidders are requested to regularly check the website of FTII.

15.10 In case of any dispute, the jurisdiction of the courts in Maharashtra will apply.

15.11The responsibility of giving truthful information without concealing any facts is that of the Bidders. In case, at any stage, it is found that any information given by the bidders is false / incorrect / concealed, then FTII shall have the absolute right to take any action as deemed fit including but not limited to dropping the bidding PSU from consideration for award of work / blacklisting etc. without incurring any liability to the affected bidding PSU(s) on the ground of FTII's action.

16. Tentative cost of the project

1. Creation of Additional Space & Up gradation of VIP Guest House

Approx. Cost: ₹2.50 Core, Including Taxes.

2. Creation of Conference Hall, V IP Lounge, Reception/Waiting Room, Pantry/Service Area

Approx. Cost: ₹0.75 Core**,** Including Taxes.

3. Development of Parking Space, Sports Facilities and Street Lighting: Approx. Cost: ₹2.25 Crore**, ,** Including Taxes.

4. Construction of Community Hall, Badminton Court, and Playground & Horticulture Works: Approx. Cost: ₹2.00 Core**, ,** Including Taxes.

5. Special Works – Additions, Alterations & Major Repairs: Approx. Cost: ₹2.50 Core**,** Including Taxes.

6. Future Development Works (Comprehensive Campus Development Programme): In addition to the present works amounting to approx. ₹10.00 Core, FTII intends to undertake a comprehensive phased development programme covering academic, residential, recreational, and infrastructural facilities in its campus.

Total Tentative cost of Phase 1 is Rs. 10 Crore, Including Taxes. Which may be increased further with addition of scope of work of similar nature with the approval of Competent Authority.

17. Project Life Cycle

The construction phase of the project will last 10 months, including 4 Months of pre- construction stage starting from the date of signing of the Agreement between the Employer and the successful bidder. (To be decided separately by FTII for the specific projects)

18. Liquidated Damages against contractors/agencies/ suppliers

In case the project or stages of the project is delayed due to reasons attributable to the Contractors/agencies/suppliers engaged for the work by the Project Management Consultant (PMC), the Project Management Consultant (PMC) shall be primarily/solely responsible for recovery of liquidated damages from the Contractors/agencies/suppliers engaged by them as per the guidelines of CPWD.

19. Payment Milestones for Service Charges

Service charges as accepted by the Employer in Letter of Award (Loa) shall be paid to Project Management Consultant (PMC) as per the milestone-wise payment schedule given below:

Sl. No.	Milestone	%Payment ofthe Service charges	Cumulativepercentage payment
Pre-construction Stage			
1.	Approval of concept plan, Masterplan &Detailed architectural design along with Geo-technical surveys	10	10
2.	Submission of applications for Clearances and approvals from statutory Bodies and Submission of approved drawings	5	15
3.	Submission of DPR and its approval by Employer	5	20
4	Floating of tender for major work	5	25
5.	Submission of Structural drawings after vetting from 3rd party (IIT etc. as per requirement)	5	30
6.	Award of work to implement/construction Agency.	10	40
Construction stage (On pro-databases)			
1.	Up to the plinth	10	50

2.	Up to superstructure	10	60
3.	Up to finishing works, all services. Horticulture And landscaping	10	70
4.	Testing and commissioning	5	75
5.	Taking over, obtaining an occupancy certificate, clearance from the Fire Department, and all other Statutory NOC.	10	85
Post–Construction stage			
1	On completion of post-construction work and on handing over of the assets to the Employer	5	90
2.	After completion of defect liability period	10	100

Service charges as per above milestone shall be claimed by the 'Project Management Consultant' (PMC) by submitting the certificate for achievement of respective milestone by their competent authority (which shall be at least one rank above Engineer in charge).

Reimbursement of Goods and Service Tax (GST)

This amount of GST applicable shall be reimbursed by the Employer upon production of documentary evidence/ proof of payment of applicable G ST having been made by the PMC to the concerned taxation authorities.

20. Commencement, Duration and Modification

20.1 Commencement

The ‘Project Management Consultant’ (PMC) will commence work within 15 days of issuing of the Letter of Award (LoA) to them.

20.2 Duration

Completion and commissioning time frame of the Project will be 10 months and Defect Liability Period (DLP) will be twelve months from date of completion of Project. The duration of the contract entered in pursuance of this tender will be till completion of the Defect Liability Period.

20.3 Modification

Modification of the terms and conditions of the contract, including any modification of the scope of the services, may only be made by written agreement between the parties. Pursuant to this clause, each party shall give due consideration to any proposals for modification made by the other party.

21. General Conditions of Contract

21.1 Law Governing Contract

This contract, its meaning and interpretation, and the relations between the parties shall be governed by the laws of Union of India.

21.2 Indemnifying the Employer/FTII Pune by the ‘Project Management Consultant’ (PMC)

The ‘Project Management Consultant’ (PMC) shall indemnify the Employer/ against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the ‘Project Management Consultant’ (PMC) and its staff in execution of or in connection with the services provided under this agreement and against any loss or damage to the Government in consequence to any action or suit being brought against the ‘Project Management Consultant’(PMC)for anything done or committed to be done in the course of the execution of this agreement including losses/damages liable or claimed of infringement of Intellectual Property Rights of any third party. The Project Management Consultant (PMC) will abide by the job safety measures prevalent in India and will free the Employer/FTII Pune from all the demands or responsibilities arising from accidents or loss of life, the cause of which is the ‘Project Management Consultant’ (PMC)’s negligence. The ‘Project Management Consultant’ (PMC) will pay all indemnities arising such incidents without any extra cost to the Employer/ FTII Pune and will not hold the Employer/ responsible or obligated.

21.3 Relationship between parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Employer and the ‘Project Management Consultant’ (PMC). The ‘Project Management Consultant’ (PMC), subject to this contract, shall have complete charge of personnel performing the services and shall be fully responsible for the services performed by them or on their behalf hereunder.

The ‘Project Management Consultant’ (PMC) shall notify the Government of any material change in their status and their shareholdings or that of any guarantor of the Project Management Consultant (PMC) in particular where such change would have an impact on the performance of the obligation under this agreement.

21.4 The ‘Project Management Consultant’ (PMC) shall not claim any additional charges for postage, couriers, conveyance, TA/D A and other expenses under any head beyond the fees agreed.

22 Obligations of the ‘Project Management Consultant’ (PMC)

22.1 Performance

I. The ‘Project Management Consultant’(PMC) shall perform the tasks/services under the contract entered into in pursuance of this tender in accordance with the generally accepted professional standards and practices, sound management principles, employing appropriate technology, safe and effective equipment and submit a report to the committees as directed by the Employer.

II. The ‘Project Management Consultant’(PMC) shall always act in respect of any matter relating to the contract entered into in pursuance of this tender as a faithful adviser to the Employer and shall at all times support and safeguard the Employer’s legitimate interest in any dealings with third parties.

III. The ‘Project Management Consultant’ (PMC) is obliged to act within its own authority and abide by the directives issued by the Employer. The ‘Project Management Consultant’ (PMC) is responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanors, if any.

IV. The ‘Project Management Consultant’ (PMC) shall hold the Employer’s interest paramount, without any consideration for future work and avoid conflict with other assignments or their own corporate interests.

V. The ‘Project Management Consultant’ (PMC) shall ensure adequate availability of men and material by their contractors.

VI. The ‘Project Management Consultant’ (PMC) shall ensure that its Contractor(s) implement required Health, Safety & Environmental (HSE) practices at the Construction Sites and they also comply with all statutory obligations related to workmen deployed at the Construction Site. The ‘Project Management Consultant’ (PMC) will act as Principal Employer in respect of all Statutory Obligations related to workmen deployed by it at the site in execution of the work.

VII. The ‘Project Management Consultant’ (PMC) shall permit the Employer to inspect or monitor the works, either itself or through Third party as and when it desires for assessing actual progress and quality of construction and any other aspects.].

VIII. The ‘Project Management Consultant’ (PMC) would be fully accountable for management of the contract executed between the ‘Project Management Consultant’ (PMC) and any Implementing Agency (ies).

23. Obligations of the Employer

23.1 The Employer will provide all relevant available documents related to Land, Site Details, functional and space requirements (of Various Facilities, Special Requirements/ Features and Broad Specifications for specialized Equipments), Layout Plans etc. for facilitating execution of the Project Execution by the 'Project Management Consultant' (PMC).

23.2 Assistance and Exemption

The Employer warrants that they shall provide the 'Project Management Consultant' (PMC) and its personnel with work permits and such other documents as shall be necessary to enable the 'Project Management Consultant' (PMC) to perform the work.

23.3 The Employer shall make the work site available free from encumbrances to the 'Project Management Consultant' (PMC). The Employer shall also ensure Availability of auxiliary services - like roads, power, water, solid & liquid waste disposal system, street lighting and other civic services. The 'Project Management Consultant' (PMC) shall provide necessary support in this process.

23.4 The Employer shall permit and facilitate to the 'Project Management consultant' all utilities required for construction e.g. drawl of Ground Water, obtaining an electricity connection, putting up Labor Camps/ Huts inside the available space for facilitating construction by contractors engaged by 'Project Management Consultant'. 'Project Management Consultant shall provide necessary support in obtaining permission, if any, of Local Bodies in this regard. The cost in this regard borne by the Employer, if any, should not be duplicated as reimbursement by the 'Project Management Consultant'.

23.5 The Employer shall provide security clearance and ensure free access for the Project Management Consultant (PMC)'s staff/ Employees and their workers working at work site in case these are required. Project Management Consultant (PMC) shall provide necessary support in this process.

23.6 The Employer shall nominate an official of his organization as Coordinator for the Project who shall liaise with the Project Management Consultant (PMC) during the execution of the Project.

<u>24. Confidentiality</u>

The 'Project Management Consultant' (PMC) agrees that all knowledge and information not within the public domain which may be acquired during the carrying out of this contract shall be for all time and for all purposes regarded as strictly confidential and shall not be directly and indirectly disclosed to any person without the written permission of the Employer.

25. Liability of the 'Project Management Consultant' (PMC)

The 'Project Management Consultant' (PMC) shall be liable to the Employer for the performance of the services in accordance with the provisions of this tender/contract and for any loss suffered by the Employer as a result of a default of the ‘Project Management Consultant’ (PMC), the liability of ‘Project Management Consultant’ (PMC) shall be as per actual, subject to the following.

i. If the ‘Project Management Consultant’ (PMC) engages some sub agents to perform the contract, then ‘Project Management Consultant’ (PMC) will be liable for their act or omission or neglect.
ii. The ‘Project Management Consultant’ (PMC) shall not be liable for any loss or damage caused by or arising out of circumstances over which he has no control but not caused due to negligence or misconduct by or on behalf of the ‘Project Management Consultant’ (PMC).

26. Foreclosure

The Employer, if finds it necessary to postpone or cancel the assignment and/or shorten or extend its duration, they shall give the ‘Project Management Consultant’ (PMC) 90 days of written notice of such changes.

27. Termination

27.1 By the Employer

The Employer may, without any prejudice to any other remedy for breach of agreement, by not less than 90 days written notice of termination to the ‘Project Management Consultant’(PMC), terminate this agreement in whole or in part if,

a. The ‘Project Management Consultant’ (PMC) fails to provide any of the services within the period (s) specified in the agreement or within any extension thereof granted by the Employer in pursuance of the condition of the Employer in pursuant to the condition agreement or fails to remedy a failure in performance of his obligations hereunder within such period as the Employer may have approved in writing.
b. The ‘Project Management Consultant’ (PMC) become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or takes advantage of any law for benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
c. The ‘Project Management Consultant’ (PMC) fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause- 28.
d. The ‘Project Management Consultant’ (PMC) submits to the Employer a statement which has a material effect on the rights, obligations, the Employer and which the ‘Project Management Consultant’ (PMC) knows to be false.
e. In terms of project Management Consultant’ (PMC), in the judgment of the Employer, has engaged in corrupt or fraudulent practices in executing the agreement.
f. The Employer, in its sole discretion and for any reason whatsoever, decides to terminate this contract.

27.2 By the‘Project Management Consultant’ (PMC)

The ‘Project Management Consultant’ (PMC) may, by not less than 90 days written notice sent to the Employer, terminate the contract entered into in pursuance of this tender if,

a. The Employer fails to pay any money due to the ‘Project Management Consultant’ (PMC) pursuant to the contract, which is not subject to dispute, within forty-five (45) days after receiving written notice from the ' Project Management Consultant’(PMC) that such payment is overdue and payable.
b. The Employer is in material breach of its obligations pursuant to the contract and has not remedied the same within forty-five (45) days (or such longer period as the ‘Project Management Consultant’ (PMC) may have approved in writing) following the receipt by the Employer of the ‘Project Management Consultant’ (PMC)’s notice specifying such breach.

27.3 Payment upon termination

a. Upon the termination of the contract entered into in pursuance of this tender in terms of clause 27.1 and 27.2 hereof the Employer shall, after adjusting dues any, the ‘Project Management Consultant’ (PMC), make the payment to the ‘Project Management Consultant’ (PMC).
b. In the event of termination, the ‘Project Management Consultant’ (PMC) shall be paid for the services rendered for carrying out the assignment up to the date of termination, after deducting for penalty/ damages imposed on the ‘Project Management Consultant’ (PMC).

27.4 Force Majeure

Except as herein after provided no party hereto shall be liable for failure to perform any of its obligations under this agreement where such failure was due to reasons beyond such party’s control such as Acts of God, acts of third parties laws, regulations or other acts of civil or military authorities, fire, flood, epidemic restrictions, riots, delays in transportation and inability due to causes beyond such party’s control to obtain necessary labor materials or manufacturing facilities or strikes, lockout or other concerted actions of the workman or any other circumstances of whatsoever nature beyond the control of either party provided that the party claiming the force majeure has affected it’s performance shall give notice to other party immediately but not later than 15 days after becoming a war of the first occurrence of force majeure giving full particulars of the case or events and the date of first occurrence thereof. Notwithstanding the foregoing however if performance required by this agreement be delayed or prevented for more than 3 months, either party may terminate this agreement by giving notice either before or after the expiration of such 3 months of its intention to terminate to the party.

27.5 Consequences of Termination

In the event the Employer terminates agreement in whole or in part pursuant to conditions of the of agreement in Clause 27.1, the Employer may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the Project Management Consultant (PMC) shall be liable to the Employer for any excess cost for such similar services. However, the ‘Project Management Consultant’ (PMC) shall continue the performance of the agreement to the extent not terminated and the ‘Project Management Consultant’ (PMC) shall have no claim to compensation for any loss that it may thus incur on account of the action of the Employer.

In case of termination during the agreement period, the Employer will have the right to retain the documents prepared by the 'Project Management Consultant' (PMC) during the agreement period in the course of execution of Work, enabling the Employer to undertake the execution of the Work suitably. The 'Project Management Consultant' (PMC) shall have no right to use the same in any other application without the permission of the Employer. The decision of the Employer in this regard will be binding on the 'Project Management Consultant' (PMC). The performance guarantee will also be forfeited in case of termination of the contract by the Employer.

28. Dispute Resolution:

In the event of any dispute or difference, relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole "Arbitrator" in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in–charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996, shall not be applicable to the arbitration under this clause. The award of Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award.

The Law Secretary, Department of Legal Affairs, Ministry of Law Justice, Government of India. Upon such references, the dispute shall be decided by the Law Secretary or Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of the arbitration as estimated by the Arbitrator.

29. Notices

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed or when sent by registered mail to such party to the following address:-

Forth Employer

The Registrar, FTII (The designation and address of the concerned Institute/ Research Council to be given)

For the Project Management Consultant (PMC) **"Miscellaneous Construction and Repair Works of FTII Pune".**

Authorized signatory duly authorized vide resolution no..................date.   Of

It’s Board of Director.

30. Integrity Pact (Refer to Annexure–C) Page 53

<u>Annexure I</u>

<u>TECHNICAL BID</u>

Quality Evaluation Criteria (Total weight age 100 marks) (Total Cut Off Marks - 35)

Sino.	**Criterion**	**Evaluation Criteria**
A	**FINANCIAL STRENGTH**	**10 marks (cut off Marks - 04)**

(I)	Average Annual financial turnover of Construction work during the last three consecutiveyearsfromyear2021-22,2022- 23,2023-2024.	>1500cr. : 10 marks >1200<=1500 : 8 marks >1000<=1200 : 6 marks >=800<=1000 : 4 marks <800cr. : 0 marks
B	**ORGANIZATIONAL STRENGTH**	**15 marks (cut off Marks - 04)**
(I)	Presence of in-house professional qualified staff in the PSU in the following categories.	
	Civil Engineer **10 marks**	**Civil Engineer** **(Min. Qualification–B. Tech/Diploma with 3 years' experience)** >100 Engineers : 10 marks >75 <=100 : 8 marks >50 <=75 : 6 marks >20<=50 : 4 marks <=20 : 0 marks

	Electrical Engineer 5**marks**	**Electrical Engineer** **(Min. Qualification–B.Tech / Dip with Three years' experience)** >10 : 5marks >5<=10 : 3marks <=5 : 0 marks
C	**RELEVANT EXPERIENCE**	**30 marks (cut off Marks - 05)**
(i)	Total value of projects completed (each exceeding Rs.40 crores) in the previous seven financial years and the current year **30 marks**	>Rs.1200Cr : 30Marks >Rs.1100<=1200 : 25 Marks >Rs.1000<=1100 : 20 Marks >Rs.800<=1000 : 15 Marks >Rs.600<=800 : 10Marks >Rs.400<=600 : 05 Marks <=400 : 0 Marks Details of projects to be furnished by the bidder in an **Annexure VI** to be enclosed with this**.**

D	**FINANCIAL CAPABILITY**	**10 marks (cut off Marks - 04)**
I)	**Profit:** Companyshouldbeprofitmakinginlast3 years (PAT)fromyear2020-21,2021-22, 2022-2023.	**Average Annual profit(PAT)in the last 3 years:** >25Cr.: 10 Points >15<=25 Cr 08 Points >10<=15Cr : 06 Points =>5 <= 10 Cr. : 04 Points <5 Cr : 00 Points
E	**APPROACH AND METHODOLOGY**	**35 marks (cut off Marks - 18)**

	Consultant Approach and Methodology to perform the Consultancy assignment / job as per the TOR	Mark to be allotted by Client's evaluation committee/teambased onthe presentation made by the PSU on the following parameters: **1. Planning** **(i)** Planning for pre-construction activities, statutory clearances: **5 marks** **(ii)** Activity-wise work plan, including timelines: **5 marks** **(iii)** Planning of Resources / Mandays: **4 marks** **(iv)** Architectural Vision: **5 marks** **2. Initiation / Monitoring** **(i)** Steps to be taken for timely completion of project,Plan B or alternate methods to complete the project in any eventuality: **5 marks** **(ii)** Payment clearance method: **5 marks** **3. Closing/ handing over** **(i)** Procedure for post construction clearances: **3 marks** **(ii)** Procedure for handing over: **3 marks**

Total (A to E):100Marks (Cut off Marks 35)

Quality Evaluation Criteria (Total weightage 100 marks)

Note:- Bidder shall score Minimum Cut-off Mark, in each Criteria (i.e. From A to E), as ndicated above to qualify further.

Annexure II

FINANCIAL BID

Bidders have to quote Service Charges in Percentage (%) form.

*Charges quoted should be excluding G ST.

Signature of Authorized Signatory
Name of Authorized Signatory of the Bidder

Stamp of the Bidder

Annexure III

Details about bidding PSU

Sino.	Particulars	
1.	Full Name of the Bidder CPSU/CPSE (in capital letters)	
2.	Full address of the Bidder CPSU/CPSE	
3.	Telephone No. Fax No.	
4.	Names and details of the Authorized Signatory of this NIT (Address, contact telephone number, Mobile number, Fax No., Email ID)	

5.	Has the bidder, PSU been blacklisted by any organization? If so, attach the details of the same.		
6.	PAN:		
7.	TAN:		
8.	GSTNo.:		
	No. of full-time employees with the bidder PSU	Engineers	Supporting Staff(Technical)

	Turnover					NetProfit				
Financial strength of the Organization for the last 5 years.	2019-20	2020-21	2021-22	2022-23	2023-24	2019-20	2020-21	2021-22	2022-23	2023-24

9.It is hereby certified that………………… (The bidding P.S.U.) Is not black-listed by Central Government/*State Governments/CPSUs/CPSEs.

10.It is hereby submitted that all the terms and conditions of this NIT are acceptable to the bidder.

I hereby certify that the above-mentioned particulars are true and correct.

Signature of Authorized Signatory

Name of Authorized Signatory of Bidder

Stamp of the Bidder

Annexure IV

Details of Personnel

S. No.	**Category**	**No. of persons**
1.	Engineers: Civil Electrical Architect	
2.	Supporting Staff (Technical)	
Total		

Signature of Authorized Signatory

Name of Authorized Signatory of the Bidder

Stamp of the Bidder

<u>Annexure V</u>

Details of Network Offices

S. No.	Location	No. of Personnel		Details of Office Space	Details of Infrastructure
		Engineer	Supporting Staff (Technical)		

Signature of Authorized Signatory

Name of Authorized Signatory of the Bidder

Stamp of the Bidder

Annexure VI

LIST OF ALL PROJECTS (HOSPITALS / TEACHING INSTITUTIONS S/ RESIDENTIAL COMPLEX /HOSPITALITY PROJECTS WITH CIVIL / ELECTRICAL WORKS AS MAJOR COMPONENTS) COMPLETED BY THE BIDDING PSU DURING THE LAST FIVE YEARS (2019-20 to 2023-24).

Note:- The Date of Completion of the Project should be between 01/04/2019 to 31/03/2024

Sl. No.	Nature of Project	Na me of Client	Date of Award of Project	Actual Date of Completion	Final Cost of Project	Document attached as proof of completion of projects such as(completion certificate/handing over/final payment/customer's testimonial)

1.						
2.						
3.						
4.						
5.						
6.						
7.						
.						
.						
n						

Note: The list should contain projects costing more than Rs.40 cores in chronological order.

Annexure VII

BID SECURITY (BANK GUARANTEE)

WHEREAS……………………………………………………………………………………… (Name of bidder)

(Hereinafter called "the bidder") has submitted his bid dated……………………………………………..

(Date)………. for

……(Name of contract)

(Here in after called "the Bid").

KNOW ALL PEOPLE by these presents that we…………… (Name of bank) of (name of country), having our registered office at (hereinafter called "the Bank"), are bound unto

(Name of employer) ((hereinafter called "the Employer") in the sum of for which payment well and truly to be made to the said Employer, his successors and assigns by these presents.

SEALED with the common seal of the said Bank this day of……………………………………..

20………………………………………………

THE CONITIONS of these obligations are:

1.If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid;

Or

2.If the Bidder has been notified of the acceptance of his Bid by the Employer during the period of bid validity;

a. Fails or refuses to execute the Form of Agreement in accordance with the instruction to Bidders, if required; or

Befalls or refuses to furnish the Performance security, in accordance with the instruction to bidders, or

c. Does not accept the correction of the BID Price.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will not state that the amount claimed by him is due to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date………………………. days after the deadline for submission of Bids as such deadline stated in the instructions to Bidders or as it may be extended by Employer, notice of which extension (s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

D ATE SIG NATURE………………………. OF T HE B AN K

WITNESS…………………………………………………………………………………
………………………..

……………………………………………..S EA L

(Signature, name and address)

1.The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees.

2.28 days after the end of the validity period of Bid. Dates should be inserted byte Employer before the Bidding documents are issued.

Annexure VIII

PERFORMANCE SECURITY

To: ……………………………………………………………………(Name of Employer)

………………………………………(Address of Employer)

W HE RE AS………………………………………………………… (Name and address of contractor) (Hereinafter called "the contractor") has undertaken, in pursuance of contract

…………………………………………………………………….No.

(Date) to execute…….

(Name of contract and brief description of works) (Herein after called "the contract").

AND WHERE IS we agreed to give the contractor such a Bank Guarantee;

N OW T HE RE FO R we hereby affirm that we are the Guarantor and responsible to you, on behalf of the contractor, up to a total of

(Amount of guarantee) (In words) such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand, and without cavil or argument, any sum or sums within the limits of

(Amount of guarantee) as aforesaid without your needing to prove or show grounds or reasons for your demand for the sums specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification or terms of the contract or of the works to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the Defects Liability Period. Signature and deal of the guarantor.

Name…………… of Bank Address……………………………….

Date

An amount shall be inserted by the Guarantor, representing the percentage of the contract Price specified in the contract and denominated in Indian Rupees.

Annexure IX

Bid Capacity

Current Commitments as on

S.No.	Name of work	Agreement No.	Client	Value of Work Awarded	Value of Work Completed	Balance Work	Likely date of completion
1.							
2.							
3.							

Bid Capacity= {[Ax Nx 2]-B}.

A=Maximum turnover in construction work executed in any year during the last five years, taking into account completed as well as work in progress. The value of completed work shall be brought to the current costing level by enhancing at a simple rate of 7 % per annum.

N=Number of years prescribed for completion of work of two years.

B: Value of existing commitments and ongoing work to be completed during the period of completion of work

Signature of Authorized

Signatory Name of Authorized Signatory

PSU Stamp

Appendix—C

TEXT OF THE PRE-CONTRACT INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT BETWEEN FILM AND TELEVISION INSTITUTIONS O F INDIA, PUNE AND……………………………………………

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on this day…….. of ………the ………..(month, year) between, on one hand, Sheri Hiram Singh, V C, Film and Television Institute of India, Pune (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and ………….represented by Name, designation (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

W HE RE A S the BUYER proposes to procure project management consultant for **"Miscellaneous Construction and Repair Works of FTII Pune",** vide tender NIT No…………………………. dated

W HE RE AS the BIDDER is a government undertaking PSU Incorporated under company's act 1956, and the BUYER is an autonomous body under Ministry of Information and Broadcasting, Government of India.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract entered It with a view to: Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice to secure the contract by assuring them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent

Procedures. The parties hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the Buyer

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favors or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or Third-party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.

1.3 All the officials of the Buyer will report to the appropriate Government or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of the official (s) the BIDDER to the BUYER with full and verifiable facts and the same is primafacie found to be correct by the BUYER, necessary disciplinary proceedings, or any

other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an inquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERs

3.The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means, and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits itself to the following:

3.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favors, any material or immaterial benefit, other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly, any bribe, gift, consideration, reward, favors, any material or immaterial benefit, or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.

3.4 BIDDERs shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government-sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any BUYE functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness of a DPR Progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass onto others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals, and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has a financial interest/stake in the BIDDER's, the same shall be disclosed by the BIDDER at the time of filing all bides closed by the BIDDER at the time offering of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.

3.14 The BIDDER shall not lend or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes an incorrect statement on this subject, BIDDER can be disqualified from the tender processor, the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting a commercial bid, the BIDDER shall deposit an amount……………….. As specified in the FP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

a. Bank Draft or Pay Order in favor of VC, FTII Pune.
b. A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the Buyer on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
c. Any other mode or through any other instrument, as stated in R FP.

5.2 The Earnest Money/Security Deposit shall be valid up to a period of five years or until the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including the warranty period, whichever is later.

5.3 In case of the successful BIDDER, the clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond, in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (the BIDDER) shall entitle BUYER to take all or any one of the following actions, wherever required:

I. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
II. The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
III. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
IV. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIB OR. If any outstanding payment is due to the BIDDER from BIDDER from BUYER in connection with any other contract for any other for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
V. To encase the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments already made by the BUYER, along with interest.

VI. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

VII. To debar the BIDDER from participating in future bidding processes of Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

VIII. To recover all sums paid in violation of the Pact by-bidder(s) to any middleman or agent or broker with a view to securing the contract.

IX. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

X. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Buyer will be entitled to take all or any of the actions mention Para 6.1will be entitled to take all or any of the actions mentioned in Para 6.1(I)to(x)of this Pact, also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter I X of the Indian Penal Code,1860, or Prevention of Corruption Act,1988, or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or CPSU / CPSE and if it is found at any stage that similar product/systems or sub system was supplied by the BIDDER to any other Ministry/Department of the Government of India or a CPSU / CPSE at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 There shall be Independent Monitors (hereinafter referred to as Monitors) appointed by the BUYER for this Pact in consultation with the Central Vigilance Commission.

8.2 The task of the Monitors shall be to review independently and objectively, whether extent the parties comply with the obligations under this Pact.

8.3The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both parties accept that the Monitor has the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER, including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer the option to monitor the participation in such meetings.

8.8 The Monitor will submit a written report to Foreign Secretary, Ministry of External Affairs, within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide the necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

11. Other Legal Actions

The actions stipulated in Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact at on

BUYER BIDDER

Name of the Officer. Dhiraj Singh

Designation-V C, FTII Pune

Witness

1........................... 1.
....

2. ....
2.………………...

<u>Appendix-A</u>

Scope of Work

Scope of Work Document

Project Name: <u>Development and Upgradation Works at FTII, Pune</u>
<u>Total Approximate Cost: ₹10.00 Core, Including Taxes.</u>

1. Creation of Additional Space & Up gradation of VIP Guest House

<u>Approx. Cost: ₹2.50 Core including Taxes.</u>

Scope of Work:

Preparation of detailed working drawings and plans.

Electrical planning (with provision of air-conditioning) and drawings as per latest IS codes and electrical regulations, ensuring full safety compliance and adherence to Class-I specifications.

Preparation of detailed plumbing drawings as per Municipal bye-laws and I S codes.

Detailed furniture layout drawings along with furniture specifications.

HVAC design in accordance with latest bye-laws and standards.

Design an DPR vision of solar system as per latest IS codes, bye-laws, rules and regulations.

Firefighting system design as per CFO/PMC requirements, and obtaining approval from CFO.

Preparation of detailed estimates, measurement abstracts, and schedule of quantities as per C PW D Standard of Rates (So R) for civil, electrical and allied services, based on approved drawings. (As per CPWD norms / State PWD Maharashtra as applicable).

2. Creation of Conference Hall, V IP Lounge, Reception/Waiting Room, Pantry/Service Area

<u>Approx. Cost: ₹0.75 Crore including Taxes.</u>

Scope of Work:

Preparation of detailed working drawings and plans.

Preparation of detailed furniture layout drawings along with furniture specifications.

Preparation of detailed estimates, measurement abstracts, and schedule of quantities as per C PW D So R for civil, electrical and allied services, based on approved drawings. (As per CPW D norms / State PWD Maharashtra as applicable).

3. Development of Parking Space, Sports Facilities and Street Lighting

<u>Approx. Cost: ₹2.25 Crore, including Taxes.</u>

Scope of Work:

Preparation of detailed working drawings and plans for:

Parking space on eastern side of auditorium and sports ground.

Lawn tennis court.

Jogging track.

Decorative lamp posts and street lighting.

Preparation of detailed estimates, measurement abstracts, and schedule of quantities as per C PW D So R for civil, electrical and allied services, based on approved drawings. (As per CPW D norms / State PWD Maharashtra as applicable).

4. Construction of Community Hall, Badminton Court, and Playground & Horticulture Works

<u>Approx. Cost: ₹2.00 Crore, including Taxes.</u>

Scope of Work:

Preparation of detailed working drawings/plans for submission to PMC, Pune, and obtaining their approval.

Structural design and calculations, with detailed drawings as per latest I S codes and relevant rules/regulations.

Electrical planning (with provision of air-conditioning) and drawings as per I S codes, ensuring full safety compliance and Class-I specifications.

Preparation of detailed plumbing drawings as per Municipal bye-laws and I S codes.

Horticulture and landscaping work as per FTII/department requirements.

Preparation of detailed furniture layout drawings along with furniture specifications.

H VA C system design as per latest bye-laws and standards.

Design and Provision of solar system as per I S codes and rules/regulations.

Firefighting system design as per C FO/PMC requirements and obtaining C FO approval

Preparation of detailed estimates, measurement abstracts, and schedule of quantities as per C PW D So R for civil, electrical and allied services, based on approved drawings. (As per C PW D norms / State PWD Maharashtra as applicable). Proof-checking of detailed structural design and drawings from IIT/N IT/any Government Engineering College. The quoted rate shall include charges for such proof-checking.

5. Special Works – Additions, Alterations & Major Repairs

<u>Approx. Cost: ₹2.50 Crore, including Taxes.</u>

Scope of Work:

Additions, alterations, and/or special repairs to newly acquired assets, abandoned or damaged assets, to make them functional.

Major replacements or remodeling of portions of existing structures/installations, resulting in genuine increase in life and value of property.

Major repair works including replacement/remodeling of portions of existing structures/installations due to breakdowns, deterioration, or periodic renewal, which do not result in increase in property value.

6. Future Development Works (Comprehensive Campus Development Programme)

In addition to the present works amounting to approx ₹ 10.00 Crore, Including Taxes. FTII intends to undertake a comprehensive phased development programme covering academic, residential, recreational, and infrastructural facilities in its campus.

To ensure uniformity in planning, adherence to statutory standards, and timely execution, FTII proposes to engage a Public Sector Undertaking (P SU) as Project Management Consultant (PMC) and executing agency, with the approval of competent authority.

Scope shall include:

Preparation of master plan and development roadmap for future expansion of FTII campus.

Execution of additional works in phased manner, which may include but not limited to:

Academic buildings, studios, hostels, residential quarters.

Renovation and modernization of existing infrastructure.

Sports complexes, auditoriums, landscaping, parking facilities.

Energy-efficient systems, solar installations, green building features.

Specialized works relating to heritage conservation and film/T V infrastructure.

Preparation of D P Rs, estimates, structural designs, statutory approvals for such works.

Execution of future works as per competent authority approvals and within the sanctioned budget in compliance with C PW D Manual and G FR provisions.

The overall programme shall be implemented in phases through the appointed PSUPMC, based on the sanctioned budget by higher authorities.

Total Estimated Cost of Works (Phase-1): ₹10.00 Crore, including Taxes.