

**NATIONAL PROJECTS CONSTRUCTION CORPORATION LTD.**

(A GOVT. OF INDIA ENTERPRISE)

Delhi Zone Office, Plot No.148, Sector-44, Gurgaon,  
Haryana, Phone No. 0124-2386620.



**TENDER FOR  
ARCHITECTURAL AND ENGINEERING  
CONSULTANCY SERVICES**

ISSUED TO:

M/s. ....  
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## **SECTION – I**

### **NOTICE INVITING TENDER**

**National Projects Construction NPCC Ltd. Limited  
(A Govt. of India Enterprises)  
Delhi Zonal Office, Plot No.148, Sector-44, Gurgaon, Haryana.**

**NIT No. 408/CRI/358**

**Dated: 23.07.15**

**NOTICE INVITING TENDER**

Sealed offers are invited by 06.8.2015 up to 3:00 PM for and on behalf of the CCRYN from experienced Architectural Consultant for the work of Construction of 2<sup>nd</sup> phase of 100 Bedded Institute of Yoga and Naturopathy at Village. Devarkhana, Distt. Jhajjar, Haryana.  
The estimated cost of the work : Rs. 1700.00 Lakh

For details log on to our website [www.npcc.gov.in](http://www.npcc.gov.in)

**Zonal Manager (DZ)**  
Ph. No. 0124- 2386620

 <p>एन पी सी सी NPCC PROJECT EXCELLENCE SINCE 1957</p>	<p><b>NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED</b> (A Government of India Enterprise) Delhi Zone Office, Plot No.148, Sector-44, Gurgaon, Haryana, Phone No. 0124-2386620.</p>
	<p><b>An ISO 9001:2008 Organization</b>      <b>WEB SITE: <a href="http://www.npcc.gov.in">www.npcc.gov.in</a></b></p>

NIT NO. 408/CRI/358

Dated: July 23, 2015

National projects Construction Corporation Limited (NPCC) invites sealed tenders under two bid systems (One envelope for technical bid and other for financial bid) from the agencies of National repute for the Architectural and Engineering Consultancy services for 2nd phase of 100 Bedded Institute of Yoga and Naturopathy at Village. Devarkhana, Distt. Jhajjar, Haryana. as detailed below:

S. No.	Name of the work	Description
1.	Architectural and Engineering Consultancy services for 2nd phase of 100 Bedded Institute of Yoga and Naturopathy at Village. Devarkhana, Distt. Jhajjar, Haryana.	Estimated cost (Project Cost for Construction)  <b>Approx. Value : Rs. 17.00 crores</b>
2.	Scope of work	Scope of work includes Detailed Architectural and Engineering Consultancy services, viz. collection of all required data's, General and Technical surveying, Design, Drawings, Preliminary / detailed estimate, Preparation of Detailed Project Report (DPR) including its approval from concerned & statutory authorities, Detailed Architectural and structural designs & drawings for construction including services like Electrical, sanitary & plumbing, fire fighting, UPS, communication, etc. Preparation of Detailed estimates based on CPWD specifications, bidding documents for fixing of executing agencies, providing technical assistance during execution, inspection of site of work during progress of work including technical advice, providing & submitting additional drawings if required for final approval from local bodies etc. Complete for the Construction of 2nd phase of 100 Bedded

		Institute of Yoga and Naturopathy at Village. Devarkhana, Distt. Jhajjar, Haryana.
3.	Completion time	Two months for pre-construction stage and over all period 24 months (2+22+12) months respectively for pre-construction, Construction & defects liability)
4.	Earnest money to be deposited	Rs. 50,000/- (Rupees Fifty Thousand only) in favour of NPCC Ltd. Payable at Delhi. In the form of FDR/DD of any nationalized/scheduled bank.
5.	Tender Processing fee - Non refundable	Rs. 5,000/- (Five thousand only) – payable by DD in favour of NPCC Ltd. Payable at Delhi.
6.	Validity of Tender	120 days
7.	Sale of Tender Document	27.07.2015 to 05.08.2015 11.00A.M. to 4.00 P.M.
8.	Submission of Tenders	06.08.2015 up to 3.00 PM
9.	Opening of Technical bid	06.08.2015 at 3.30 PM.

## 1.0 Qualifying Criteria:

- 1.1 Agency must have the Architects with the valid registration from Council of Architecture and Structural Engineers on its rolls.
- 1.2 Experience of having successfully completed similar type of works during the last 7 years ending last day of the month previous to the one in which applications are invited:
  - a) Three similar completed works each costing (Construction cost) not less than the amount each equal to 40 % of estimated project cost put to tender i.e. **17.00** crore,
  - Or
  - b) Two similar completed works each costing (Construction cost) not less than the amount each equal to 60% of the estimated project cost put to tender i.e. **17.00** crore,
  - Or
  - c) One similar completed work costing (Construction cost) not less than the amount equal to 80% of the estimated project cost put to tender i.e. **17.00** crore.

AND

One completed work of any nature (either part of (a) or a separate one) costing not less than the amount equal to 40 % of the estimated cost put to tender with some Central Government Department/ State Government/Central Autonomous Body/ State Autonomous Body/Central Public Sector Undertaking/State Public Sector Undertaking/City Development Authority/ Municipal Corporation of City formed under any Act by Central/State Government and published in Central/State Gazette.

**Similar work shall mean–** Construction of RCC Framed Institutional/ Commercial / Residential Building with modern facilities.

- 1.3 Annual Turnover  
Average annual financial turnover of Architect firms/consultant should not be less than Rs. 25 Lakhs during the immediate last 3 consecutive financial year. The balance sheet duly audited by CA along with profit and loss statement needs to be enclosed.
- 1.4 Agency must have an office/franchise within NCR preferably in Gurgaon/Delhi. In case of franchise, a valid agreement is to be produced.
- 1.5 Agency must have valid service tax registration. Supporting documents needs to be enclosed.

Tender documents for the above works can be had from the office of the Zonal Manager, Plot No.148, Sector-44, Gurgaon, Haryana, Phone No. 0124-2386620 on any working day between 11.00 A.M. to 4.00 P.M. on payment of tender processing fee as specified above in table at Sl. no. 5 (Non refundable) by DD in favour of NPCC Limited, payable at Delhi. Tender documents will not be sent by post or courier.

The issuance of tender document does not mean the agency has been technically qualified. Hence agencies/bidders are advised to submit all the relevant documents/ credentials required in tender for technical qualification along with their bid.

Tender documents can be downloaded also from our official web site [www.npcc.gov.in](http://www.npcc.gov.in) /www.cpp portal.com and the agencies fulfilling the requirements may submit the tender along with the tender processing fee stated in above table at s. no. 5.

Interested bidders may contact the following official for site visit and/or for seeking any details regarding execution of proposed work.

***Zonal Manager, Delhi Zonal Office, Plot No.148, Sector-44, Gurgaon, Haryana, Phone No. 0124-2386620***

Tender documents duly completed in all respect shall be received on the date & up to the time as specified in above table at s. no. 8 in the office of the Zonal Manager, Plot No.148, Sector-44, Gurgaon, Haryana, Phone No. 0124-2386620 and Technical bid shall be opened at date & time as specified in above table at s. no. 9 at same venue (place of sale/submission of tender). Documents received after the stipulated date & time are liable to be summarily rejected.

**Any corrigendum/addendum/errata in respect of the above tender shall be made available only at our official web site [www.npcc.gov.in](http://www.npcc.gov.in). No further press advertisement will be given. Hence prospective bidders are advised to visit NPCC web site regularly for above purpose.**

**Zonal Manager**  
Delhi Zone

## **SECTION-II**

### INSTRUCTIONS TO TENDERERS





## **1.0 INSTRUCTIONS TO TENDERERS**

- 1.1 The Architect firms/ Consultant who fulfill qualifying criteria as mentioned in qualifying criteria in General Conditions of Contract are eligible to participate in the Bid.
- 1.2 The Architect firms/ Consultant are invited to submit a Technical bid together with a financial bid.
- 1.3 Background: The work of the Construction of the following buildings under its programme has been entrusted to NPCC by Central Council of Research in Yoga and Naturopathy. (Ministry of AAUSH, Govt. of India) on Project Management Consultancy.

The Land:

Central Council of Research in Yoga and Naturopathy. (Ministry of AAUSH, Govt. of India) is having their own land of 10 acres at Village Devarkhana , Distt- Jhajjar , Haryana.

- 1.4 Planning, Design & Architecture:

The following structures are proposed to be constructed in the available land of 10.00 Acres.

Location of Project : Village. Devarkhana, Distt. Jhajjar, Haryana  
Plot Area : 10.00 Acres

Tentative Built up Areas for Construction is as follows:

a)	Treatment sections GTS + LTS	:	13878 Sq. ft.
b)	Yoga Hall	:	6000 Sq. ft.
c)	OPD Section	:	2400 Sq. ft.
d)	Accommodation of Patients	:	11859 Sq. ft.
e)	Diet Centre	3 :	4237.5 Sq. ft
f)	Administrative Block	:	5466 Sq. ft.
g)	Residential	:	17280 Sq. ft.

However, the requirement given below is tentative and may change during finalization of concept or execution of the project.

- 1.5 **Scope of Work:** complete Architectural and Engineering Consultancy services for Construction of the above mentioned buildings.
- 1.6 Any investigation, topographical survey, geo-technical survey, hydro-geological survey, collection of required data from the site/town/location and from the clients, concerned state/central government authorities, Local Bodies

and other agencies, sample collection & sample testing, test reports etc. of existing sites or new sites identified by Local Bodies are to be carried out by the consultant Architect and cost of same is included in the quoted/negotiated fees.

**1.7 Submission of Tender / Opening of tender:**

Tender shall be submitted in the office of Zonal Manager, Delhi Zonal Office, Plot no. 148, Sector-44, Gurgaon, Haryana on 06.08.2015 up to 3.00 P.M. Tender shall be opened on the same day at 3.30 P.M in the presence of intending tenderer or their authorized representatives. Under any circumstances tenders received after due date and time shall not be accepted.

**1.8 Earnest Money Deposit (EMD):**

The earnest money deposit for this work is Rs. 50,000/- (Rupees Fifty Thousand only) in the shape of DD/FDR issued by the nationalized/scheduled bank in favour of NPCC Ltd. payable at Delhi. The EMD so submitted will be returned to unsuccessful tenderers after award of work to successful tenderer. The Earnest money of successful tenderer will be retained in the Corporation till the completion of the work and shall be converted as part of security deposit. The Security deposit shall be deducted @ 5% of Gross value from each R.A. Bills & shall be refunded after completion of defect liability period i.e. 12 months after certified date of completion.

**1.9 Validity of offer: 120 (One hundred Twenty days only) days from the date of Submission of tender**

**1.10 The tender shall be submitted in two Envelopes as follows:**

**The Envelope No.1 TECHNICAL BID** will contain the Pre-qualification documents specified in NIT (Credentials along with other related documents) and EMD of Rs. 50,000/- (Rupees Fifty Thousand only) in the form of DD/FDR in favour of NPCC Limited payable at Delhi along with the unconditional acceptance letter on the letter head in respect of the tender conditions as per proforma available in the tender document. The EMD shall be valid for 150 days. The EMD in any other form shall not be accepted. This envelope No. 1 will also contain the tender document (without Price Bid) duly signed without any conditions. This shall contain all information asked vide NIT. Conditional tenders shall be treated as non-responsive and rejected. In case of downloaded tender, the tender processing fee shall also be placed in this envelope along with EMD as described in table in NIT.

- a) The technical bid shall not include any financial information. Technical bid containing financial information shall be declared non responsive/ invalid.
- b) The technical bid may be declared non responsive/ invalid, if the bid is not accompanied by the requisite documents as stipulated in tender document.

- c) Tender will be treated as non responsive if Tender cost in case of down loaded tender and EMD in proper format as described above is not received in envelope no. 1 and shall be rejected out rightly.

**The Envelope No.2 Price BID** will contain the unconditional Price Bid duly signed by authorized signatory.

The Financial bid shall not include any commercial or technical condition/information. Financial offer shall be submitted as per section – VII.

Both the Envelopes shall be sealed separately and shall be marked/written respectively as Technical Bid and Price Bid. These 2 sealed envelopes shall be submitted in an outer sealed envelope clearly mentioning the name of work for which the tender is offered.

Architectural and Engineering Consultancy services for Construction of 2nd phase of 100 Bedded Institute of Yoga and Naturopathy at Village. Devarkhana, Distt. Jhajjar, Haryana.

**NIT No :**

**Due on :**

**From** (Name of the Company)

The Envelope No. 1 shall be opened on its due date & time in presence of the bidders or their representatives who wish to be present. On verification of the Envelope No.1 contents as detailed above, the envelope no. 2 will be opened for which date may be intimated over phone/Fax. Conditional tenders will be summarily rejected.

If the contents/requirements of the envelope No.1 are not found in order, the envelope No. 2 shall not be opened and offer of that bidder will be rejected.

Special care should be taken to write the rates and amounts in figures as well in words in such a way that any alteration is not possible. The total amount should be written both in figures and in words. In case of figures; the word 'Rs.' Should be written before the figure of Rupees and word 'P' after the decimal *figure e.g. Rs. 2.15p. Rs. 2.15 shall be written as Rupees two and fifteen paisa only.* Unless the rate/amount is in whole Rupees it should invariably be up to two decimal places. While quoting the rates in Bill of quantities, the word "only" should be written closely following the amount and it should not be written in the next line.

In case of any discrepancy between the rates/percentage quoted in figures and words, , then the rate/percentage quoted by the contractor in words shall be taken as correct.

The tenders shall be strictly as per the conditions of contract. Tenders with any additional condition(s)/modifications shall be rejected.

1.11 The price quoted by the tenderer shall be as per format in Percentage/Item rate basis. The percentage shall be payable on the actual cost of the project on completion or cost approved as per DPR or Estimated cost which ever is lower. The actual completion cost of the project or cost approved as per DPR shall not include the following:-

- Cost of land, if any.
- Payment to statutory bodies/local authorities/State/Central Government.
- Any fee, deposit and payment towards services rendered by local Authorities/State/ Central Govt.
- NPCC agency charges.
- Cost of equipments to be installed in the said building if any.

1.12 NPCC Ltd. reserves the right to accept/or reject any or all the tenders received without assigning any reason whatsoever.

1.13 It is advised that the consultants should visit the site of work to properly assess the scope of work, before quoting for the tender.

1.14 An authorized representatives of the Architect firm/Consultant shall sign the Technical & Financial bids. The authorization shall be in the form of a legally enforceable written power of attorney executed on non-judicial stamp paper of appropriate value duly notarized and shall be submitted along with bid.

1.15 Payment Schedule:

S.No.	Description of Work	Percentage of Quoted Fee
1.	Conducting survey and on submission & approval of Detailed Project Report (DPR) comprising of conceptual plan / design basis taking care of /amalgamating with existing facilities, design/drawings, detailed cost estimate/BOQ etc	15% (on receipt of payment from clients)
2.	On preparation & supply of Tender Documents/ Technical specifications, bill of quantities, analysis of rates of various non-schedule items for call of Tender for the complete scheme and approval after getting statutory clearance from all local/statutory body.	20%
3	On preparation & supply of Good for Construction Drawings of 6 sets for all components of the Scheme	25%
4	During progress of work - visits to site for supervision as & when called - Attending review meeting with NPCC as well as client till the completion of all works on ground.	30% (Pro rata basis)
5	After submission of (as built drawings) — design and approval of the same by authority if any, in soft as well as hard copies and completion report etc.	10%
6	TOTAL	100%

#### 1.16 Time of Completion/Schedule:

Sr. No.	Description of Work	Period from Date of Award of Work
1.	To carry out the survey and prepare preliminary architectural concept drawings of different building etc and preliminary estimate for the project as per the requirement of NPCC/CCRYN.	within 15 days after issue of LoI
2.	Getting approval of preliminary estimate from CCRYN /NPCC/other concerned authorities	Within 15 days after submission of preliminary estimates.
3	Preparation of detailed estimates & supply of Tender Documents/Tender Drawings, specifications, rate analysis for all the items etc. for call of tender. Issue of good for construction drawings, designs for all components of the scheme.	within 10 days after approval of preliminary estimate by CCRYN /NPCC.
4	Services during construction stage & till complete handing over of the project	as per schedule decided by /NPCC / CCRYN

Note:- Any slippage in the above schedule will lead to imposition of penalty as per clause No. 5.2 or as decided by the Engineer in-charge

#### 1.17 Tender Evaluation

- a) If required, the NPCC may seek clarifications on the Technical bid of applicants. If the clarifications sought by the NPCC are not received in stipulated period then technical evaluation will be done based on available data in their technical bid. Evaluators of Technical bid shall have no access to the financial bid until the technical evaluation is concluded.

##### **b) Evaluation of Technical bid**

Technical bid shall be evaluated in two stages as under:

##### **STAGE-I:**

Evaluation of the Technical bid submitted -initially it shall be seen whether the architect firm/consultant submitted all the documents mentioned herein above.

For non compliant bids, the tender shall be rejected at this stage itself.

#### **1.18 Evaluation of Financial bid**

- a) After the technical bid evaluation is completed, the NPCC shall notify in writing to those Architect firm/Consultant who have qualified the technical bid, the date, time and location for opening of Financial bid is optional.
- b) Financial bid shall be opened in the presence of the consultants representatives who choose to attend. The financial bid of the qualified Architect firm/consultant(s) shall be then opened.
- c) The final selection shall be based on lowest offer received. ("Least Cost based System").

#### **1.19 Award of Contract**

1.19.1 The contract will be awarded to be the lowest financial tenderer who will be informed by NPCC through Letter of Award(LOA).

1.19.2 The Architect firm/Consultant shall commence the assignment on the date and at the location specified by 10<sup>th</sup> day of issuance of LOA.

1.19.3 The successful consultant(s) for the purpose of execution of the services, progress review monitoring, shall submit, a detailed work schedule and PERT network/ CPM indicating completion of all major activities as per the milestones indicated for completion of such activities in the Document for consideration and approval by the NPCC. This approved schedule / network shall be pre-requisite for signing of the contract agreement and shall form part of the contract agreement. Further the consultant shall also submit another schedule, which is the most detailed schedule depicting all activities involved in consultation with NPCC for approval by the Engineer-in Charge at the site.

1.19.4 Information relating to evaluation of tenders and recommendations concerning awards shall not be disclosed to the Architect firm/Consultants who submitted the tender or to other persons not officially concerned with the process until the publication of award of contract. The undue use by any consultant of confidential information related to the process may result in the rejection of its tender and may be debarred from participating in future tenders.

## **SECTION –III**

### **MINIMUM QUALIFICATION CRITERIA**



## **2.0 Minimum Qualification Criteria**

The interested Architects firms/ consultant for participation in the tender should meet the following minimum qualifying criteria:

### **2.1 Technical Criteria**

Agency must have the Architects with the valid registration from Council of Architecture and Structural Engineers on its rolls.

Experience of having successfully completed similar type of works during the last 7 years ending last day of the month previous to the one in which applications are invited:

a) Three similar completed works each costing (Construction cost) not less than the amount each equal to 40 % of estimated project cost put to tender i.e. **17.00** crore,

Or

b) Two similar completed works each costing (Construction cost) not less than the amount each equal to 60% of the estimated project cost put to tender i.e. **17.00** crore,

Or

c) One similar completed work costing (Construction cost) not less than the amount equal to 80% of the estimated project cost put to tender i.e. **17.00** crore.

AND

One completed work of any nature (either part of (a) or a separate one) costing not less than the amount equal to 40 % of the estimated cost put to tender with some Central Government Department/ State Government/Central Autonomous Body/ State Autonomous Body/Central Public Sector Undertaking/State Public Sector Undertaking/City Development Authority/ Municipal Corporation of City formed under any Act by Central/State Government and published in Central/State Gazette.

**Similar work shall mean–** Construction of RCC Framed Institutional/ Commercial / Residential Building with modern facilities.

### **2.2 Annual Turnover**

Average annual financial turnover of Architect firms/consultant should not be less than Rs. 25 Lakhs during the immediate last 3 consecutive financial year. The balance sheet duly audited by CA along with profit and loss statement needs to be enclosed.

### **2.3 Agency must have an office/franchise within NCR preferably in Gurgaon/Delhi. In case of franchise, a valid agreement is to be produced.**



- 2.4 Joint venture/Consortia of firms/ companies shall not be allowed to participate in the Bidding process and if it is found at any stage before and after award of work, the EMD, any other security deposit and /or any other sums payable to such JV/ Consortia shall stand forfeited. Further contract, if already awarded, without the prejudice of any other rights or remedy available to NPCC under any of the this GCC, shall stand terminated.
- 2.5 Agency must have valid service tax registration .Supporting documents needs to be enclosed.

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## **SECTION-IV**

### **GENERAL CONDITIONS OF CONTRACT**

### 3.0 Definitions

For the purpose of the agreement, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

- a) **Approved** means approved by NPCC's Engineer-in-charge in writing including subsequent confirmation of previous approval and 'Approval' means approval by NPCC's Engineer-in-charge in writing as above said.
- b) **Applicable Law** means the laws and any other instruments having the force of law in India.
- c) **Architect firm/Consultant** means any private or public entity that will provide the Services to the NPCC under the contract.
- d) **Building** shall mean the Construction of proposed building.
- e) **Contract** means the Contract signed by the parties and all the documents attached.
- f) **Contract Price** means the price to be paid for the performance of the Services.
- g) **Engineer-in-Charge** means the Engineer as may be duly appointed and authorized in writing by NPCC to act as "Engineer-in-charge" on his behalf for the purpose of the contract, to perform the duty set forth in this General condition of contracts and other contract documents.
- h) **Estimated Cost** means estimated cost put to tender for inviting financial bid from the Architect firms/Consultant for Architectural planning, designing and detailing.
- i) **Effective Date** means the date on which this contract comes into force.
- j) **In writing** means communicated in written form with proof of receipt.
- k) **Language** means all documents and correspondence in respect of this contract shall be in English Language.
- l) **Letter of Award (LOA)** shall mean NPCC's letter or notification conveying his acceptance of the tender subject to such conditions as may have been stated therein.
- m) **Month** means English calendar month 'Day' means a calendar day of 24 Hrs each.
- n) **NPCC** shall means National Projects Construction Corporation Limited, a company registered under the Indian Company Act 1956, with its registered office at Raja Place, New Delhi or its Engineers or other employees authorized to deal with any matter with which these persons are concerned on its behalf.
- o) **Owner/Client** means Central Council for Research in Yoga & Naturopathy, (Ministry of AYUSH, Govt. of India), 61-65, Institutional Area, Janakpuri, New Delhi- 110058.
- p) **Site** shall mean the site of the contract/Architectural works including any building and erection thereon and any other land adjoining there to (inclusive) aforesaid allotted by the NPCC or the Engineer for the contract's use.
- q) **Services** means the work to be performed by the consultant pursuant to this contract, as described in Bid document.
- r) **Sub- Consultants** means any person or entity to whom/which the consultant subcontractors any part of the specialized services.

- s) **Writing** means any manuscript typed written or printed statement under or over signature and/or seal as the case may be.
- t) Words imparting the singular meaning only also include the plurals and vice versa where the context requires. Words importing persons or parties shall include firms and corporations and organizations having legal capacities.
- u) The headings in the clauses/conditions of contract are for convenience only and shall not be used for interpretation of the clause/condition.

**3.1 Description of Work:**

The work for which Consultancy Services are to be provided is as below:

- 3.2 The consultant shall conduct Survey/prepare preliminary estimates/concept/detailed estimates for the Construction of 2nd phase of 100 Bedded Institute of Yoga and Naturopathy at Village. Devarkhana, Distt. Jhajjar, Haryana in consultation with Local bodies, clients, NPCC, State/Central Govt. and within the framework and guidelines issued by NPCC/Govt./Client/State Govt. with all amendments.

- 3.3 During preparation of Survey/preliminary estimates/concept/detailed estimates, if any new component is required to be added in the Survey/preliminary estimates/concept/detailed estimates as per requirement of Client/ Govt Authorities NPCC/State /Central Govt., the same shall be made part of Survey/preliminary estimates/concept/detailed estimates.

- 3.4 The consultant shall also prepare & submit a Survey/preliminary estimates/ concept/detailed estimates incorporating all short comings / fresh requirements/ missing details and shall get approval of the concerned authorities on the same. The detailed scope of work is explained in the following paras:

**3.5 Scope of Work of Consultant/Architect**

The DPR shall include but not limited to the following:

- a) Detailed Layout of Scheme of a particular Length/Section/sector/showing various components of (related to present work will) be shown on drawings.
- b) Report of topographical survey/contouring, all field investigation, collection of required data from the town, from Local bodies/ Govt. agencies, Sample collection and their testing and Record of levels/level chart etc.
- c) Detailed report on Geo-technical & Hydro-geological investigations, its findings and results.
- d) Ultimate disposal point, intermediate rain water harvesting system etc.
- e) Technical Parameters covering the followings:
  - i) Detailed Architectural, structural, & flowchart drawings.

- ii) Designs details duly certified by NPCC/Local bodies Govt. Agencies/Vetting Agencies. The design details shall be got proof checked, if so ordered by Local Municipal Corporation Authorities/State/NPCC/Central Govt. from any of the IITs/ Regional Engineering Colleges/Institution/ nominated by Owner/NPCC.
- iii) Detailed specifications of each work.
- iv) Quality assurance scheme giving details of equipments and tests to be carried out with their frequency keeping IS Codes in view.
- v) Format for monitoring progress during construction stage.
- vi) Bills of quantities duly priced. All estimates shall be prepared on the basis of Central PWD/state schedule of rates 2014, norms wherever applicable and on the basis of market rate analysis where Central/state schedule of rates etc. are not applicable. These estimates should be comprehensive and should include for all items. Detailed analysis for the item not included in state schedule of rates/DSR etc. shall have to be submitted.
- vii) To update the Survey/preliminary estimates/concept/detailed estimates incorporating suggestions and missing details/facilities etc.
- viii) To prepare & submit required set of Tender Documents, Tender Drawings, BOQ, Estimates, Specifications etc.
- ix) To prepare & submit good for construction drawings & visit the sites of work regularly as per requirement of Local bodies Authorities/ NPCC/ State/Central Govt. to solve the problems of site & issue necessary clarifications/details of the Project.
- x) Design Calculations for all the components of the schemes including getting approvals from the concerned authorities.
- xi) Detailed Structural Drawings/Design Calculations for all the components of the scheme including getting proof checking from Institutions of repute like IIT /NIT if required by NPCC/Owner.
- xii) Detailed Electrical/Mechanical Drawings/Design Calculations for all the components of the schemes including getting approvals from the concerned authorities.
- xiii) Detailed Technical specifications for all the non-scheduled items proposed in the schemes.
- xiv) Any other drawings/information's/details required for completion of Survey/preliminary estimates/concept/detailed estimates for execution of work but not mentioned above.

The scope of work further includes the following:

#### **Survey/preliminary estimate/concept**

- i). After receipt of LOI, the Consultant shall carry out necessary survey and prepare preliminary Architectural concept drawings of the different building etc. and preliminary estimates for the projects inter-alia including requirements given by NPCC/CCRYN.. This shall be submitted to NPCC within Fifteen days of receipt of necessary relevant requirements/instructions from NPCC/CCRYN for approval.

- ii). Within 15 days of NPCC/CCRYN's approval to preliminary concept drawings, the preliminary estimate shall be prepared on the basis of Central Public works department norms Plinth area rates wherever applicable, updated with current cost indices at location of the project and on the basis of Market rate analysis, where Central Public works department are not applicable. These estimates shall be comprehensive inclusive of all taxes and shall include all items of anticipated expenditure. Necessary circulars/sanctioned rates of CPWD shall be annexed in the estimate which shall be used in framing the estimate.

### **Detailed Estimate**

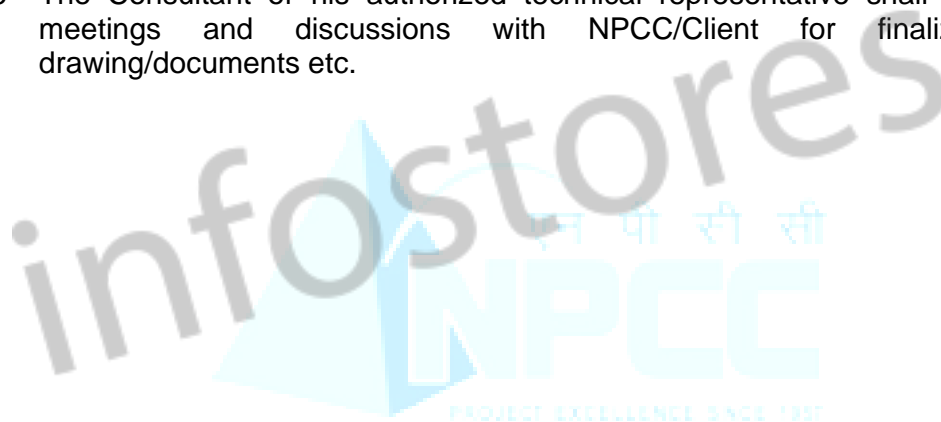
- iii). The Architect/Consultant shall be responsible to start the work and immediately take up preparation of detailed Architectural and working drawings of different building / structures in phases as per the priority fixed by NPCC/CCRYN. and get the drawings so prepared, approved from the Competent authority of NPCC/CCRYN local authorities so that simultaneously work could be started without loss of time. As such consultant shall ensure to get all the architectural/ working drawings approved from competent authority of NPCC/CCRYN local authorities in planned phased manner and the corresponding detailed prepared by all means within 45 days of the approval of preliminary estimates.
- iv). Consultant shall, while planning and preparing detailed estimate of the project, Endeavour to use existing infrastructure, materials which are commonly available in the market etc. to the possible extent so as to reduce the cost of construction.
- 3.6 The consultant shall discuss all the points/shortcomings/new requirements, if any with the Local bodies/ Govt/ Authorities/NPCC/ State/Central Govt. and shall take their concurrence on all the observations.
- 3.7 If any new component is to be added to the scheme, the consultant shall collect all the data, shall get done all the surveys/investigations/tests required for the planning/designing of additional component and nothing extra shall be payable on this account.
- 3.8 Undertaking site visits or to attend meetings to collect details/data/information required for planning purposes, holding necessary discussions with NPCC/Clients representatives/local bodies and obtaining requirements of the Project and attending meetings with officials of Local bodies/Govt. Authorities/State/NPCC/Central Govt. or any other agency, as and when required shall have to be borne by the consultant and shall be covered within his quoted/negotiated fees and nothing extra shall be payable on this account.
- 3.9 Undertaking site visits or to attend meetings during execution of the project to ensure adherence of execution as per detailed drawings and specifications, including sorting out problems and issue necessary clarifications at site including preparation & submission of additional drawings and details for proper execution of work at site shall have to be borne by the consultant and

shall be covered within his quoted/negotiated fees and nothing extra shall be payable on this account.

- 3.10 Carrying out all modifications / deletions / additions / alternations /in design / drawing / documents as required by Local bodies Authorities/ NPCC/ State/ Central Govt. or any other authorities as applicable for proper execution of works at site till completion and handing over of the project to the client.
- 3.11 The consultant shall get approval of DPR/preliminary estimates/ concept/ detailed estimates from CCRYN/NPCC/ Local bodies Govt. Authorities/ State/Central Govt. /any other authorities as applicable. The suggestions/modifications etc. shall be incorporated by the consultant and shall get final approval on the DPR from all the concerned authorities.
- 3.12 Preparation & submission of required nos. of the Tender Documents / Tender Drawings comprising BOQ / Estimates, particular specifications etc. as required by NPCC in Hard as well as soft copy.
- 3.13 Preparation & submission of adequate no. of Detailed Designs calculations/ BOQ/ good for construction drawings for all the components of the schemes as per requirement of NPCC. The structural design shall have to be done on STAAD-PRO software (latest version) or any other standard software in consultation with NPCC.
- 3.14 Preparation & submission of Detailed Engineering Drawings, Detailed specifications &. List of makes for all the equipments to be installed at site.
- 3.15 All designs/drawings required should carry sufficient details/drawings to enable NPCC to get the work executed on item rate basis.
- 3.16 Preparation & submission of models and perspective views of the complete scheme as per requirement of NPCC/Client.
- 3.17 The consultant shall prepare and give presentations on the schemes as and when required by NPCC/Client.
- 3.18 Preparation & submission of any other item not mentioned above but required for completion of DPR/for execution of The Project as per requirements.
- 3.19 Preparation & submission of completion reports, Operation & maintenance manual, completion as built drawings and documents for the project as required and acceptable to NPCC and Clients/local bodies/or any other authorities applicable including getting 'completion certificate' from concerned authorities, if required.
- 3.20 The documents/drawings as stated above shall be submitted in adequate nos. as per requirements of NPCC/Client in hard as well as soft copies.



- 3.21 Defects Liability Period for this Project is One year which shall be reckoned from the date of issue of taking over Certificate or completion certificate by the Client/Statutory Bodies. The consultant shall visit the site and provide all the drawings/details for rectification of defects, if any.
- 3.22 Obtaining approval from any statutory body/local authority/local Govt. Body like Pollution Control Board etc. as applicable to this project for execution of work or for designs/drawings of the scheme.
- 3.23 Identify the availability of equipment to be installed in the building, specification and prepare tender documents for procurement of these equipment.
- 3.24 The Consultant should propose/ indicate multiple brands for all building items/ accessories (at least 3 Numbers of equal/ at par quality) of standard brands for approval and incorporation in the tender document.
- 3.25 The Consultant or his authorized technical representative shall attend the meetings and discussions with NPCC/Client for finalization of drawing/documents etc.





## **SECTION-V**

### **OTHER TERMS AND CONDITIONS**

#### **4.0 OTHER TERMS AND CONDITIONS:**

##### **4.1 CONTRACT AGREEMENT**

The Consultant shall enter into a Agreement with the NPCC on 10th day of Issuance of LOA or within such extended time, as may be granted by the NPCC. The cost of stamp papers, stamp duty, registration, if applicable on the contract, shall be borne by the Consultant. In case, the consultant does not sign the agreement as above or as per time schedule given above of the receipt of letter of Award, his earnest money is liable to be forfeited and letter of Award consequently will stand withdrawn.

##### **4.2 MANNER OF EXECUTION OF AGREEMENT**

i. The agreement as per prescribed Proforma as enclosed to the tender documents shall be signed at the office of the NPCC on 10th day of Issuance of LOA . The Consultant shall produce for signing of the Contract, appropriate Power of Attorney and the requisite documents/materials. Unless and until a formal contract is prepared and executed, the Letter of Award read in conjunction with the Bidding Documents will constitute a binding contract.

ii. The agreement will be signed in five originals and the Consultant shall be provided with one signed original and the other four originals will be retained by the NPCC. Consultant has to provide 05 (five) nos. of non-judicial stamp papers of requisite value purchased from Delhi.

iii. The Consultant shall deposit the amount in the form of demand draft in favour of N.P.C.C. Ltd. Payable at Delhi within seven days of issuance of LOI/LOA equal to the twice of the tender cost in lieu to the preparation of contract agreement.

4.3 Within 15 days from the date of issue of LOA / LOI, the Consultant shall submit Performance Guarantee amounting to 05% (Five percent) of the awarded value of work (total consultancy fee) in the form of Demand Draft/fixed deposit in favour of NPCC LTD. or Bank Guarantee from the Nationalized /Scheduled Bank (as per list enclosed) of equivalent value. No interest will be paid under any circumstances. Performance guarantee shall remain valid up to the end of completion / handing over to the client whichever is later. On receipt of the performance guarantee in the form of DD/FDR/BG and its confirmation from issuing Bank the EMD will be refunded. An amount is to be deposited equivalent to 0.1% per day of the amount of Performance guarantee for extended /delayed period of submission of Performance guarantee. In no case the extension will be granted for more than 15 days. In case of non submission of Performance guarantee with in stipulated / extended period, it will be presumed that agency is not interested in the work and EMD submitted will be forfeited with out any notice.

- 4.4 5% of the fee payable to the consultant shall be retained from the running bills as "Retention Money", in addition to the performance guarantee and the same shall be released to the consultant after defect liability of the project on completion and handing over of work to clients by NPCC. The retention money thus recovered till completion of project/final bill shall be released against submission of a bank guarantee of equivalent amount from nationalized bank.
- 4.5 The Consultant undertakes to design, redesign, modify and make changes in the designs, drawings, details etc. till they are finally approved by clients and as required for execution, defect liability period and handing over of the project to clients, as stipulated in the scope of work within the quoted/negotiated consultancy fees.
- 4.6 If at any time after start of work, the client decides to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the works to be carried out, the NPCC shall give notice in writing to this effect to the Consultant and the consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.
- 4.7 NPCC is acting as an Implementing Agency/ Project management Consultant on behalf of CCRYN Hence any payment towards any claim of the consultant if not considered/paid by the above authorities shall not be paid to the consultant.
- 4.8 The Consultant shall supply free of charge to the NPCC, the adequate no. of following documents:-
- i) Detail Project Reports with coloured drawings.
  - ii) All the Drawings and estimates to be submitted to clients.
  - iii) Complete detailed design calculations (structural and other services) including supply of drawings incorporating subsequent modifications.
  - iv) All working drawings for all the components (Good for Construction Drawings)
  - v) Detailed estimates and rate analysis of all works.
  - vi) Completion drawings and detailed documents.
  - vii) Tender documents/tender drawings as per NPCC requirements.
  - viii) Fabrication Drawings of all equipments if any.
  - ix) Bar bending schedule

#### **4.9 Coordination with other consultants/agencies**

- 4.9.1 Consultant shall coordinate with other consultants/agencies appointed by NPCC for the same work or other works to have proper integration of the schemes/system and to avoid any duplicity of work.
- 4.9.2 The Consultant shall be responsible for collecting all data's/information required from any part of the town in relation to existing drainage system as the case may be, for preparation of DPR, design of the structure/system. Consultant will also required to coordinate with other consultant appointed by NPCC for this work for other sector and to collect the relevant data/information's and interact with them continuously for preparing technically sound DPR. For this purpose, consultant may also be required to carryout the survey/collection of data's for the complete town which may include calculation of outfall points/ultimate disposal point, calculation and determination of inlet & outlet levels etc.

#### **5 Compensation for delay**

- 5.1 The Consultant will be required to complete the entire job within stipulated time. No extension of time for completing the same shall be given owing to any variations made in the works by the orders of the clients, unless the clients in consequences of such variations extends the time allowed to NPCC for the completion of the works.
- 5.2 In case the Consultant fails to complete the work within the Contract period or extended period as above owing to reasons attributable to Consultant, liquidated damages @ 1% per week of the total fees subject to a maximum of 10% of the total fees payable shall be levied on the Consultant. NPCC shall be entitled to deduct such damages from the dues that may be payable to the associate consultant. If the work is held up at site due to non-availability of Drawings/Specifications/Other Details as per mutually agreed schedule penalty, proportionate to the value of the work which is held up, shall be imposed on the consultant.
- 5.3 All designs and drawings shall be the property of NPCC. The name and logo of NPCC shall be pre- dominantly displayed on all the drawings and documents. The consultant shall not put his name or firms name on any of the documents/drawings on the DPR. The name of consultant shall be written as Associate Consultant on all drawings/documents only after DPR is approved from all the concerned authorities.
- 5.4 The originals of approved completion drawings shall be on good quality reproducible tracing paper and soft copy of all the drawings & design shall have to be given on compact disc (CD). The proprietary rights of all the design shall remain with NPCC.

- 5.5 The Consultant shall be fully responsible for evolving safe, economic, technically sound and correct design and shall ensure that the planning and designing of the work is carried out based on the tender document and latest Codes of practices, legislation, other relevant bye-laws and good Engineering practices and Consultant shall guarantee the performance of all the structures, other systems and services after completion of work.
- 5.6 The Consultant will give undertaking that all drawings, design, specifications, BOQ, estimates and other documents will be prepared and furnished to suit the particular local conditions of the site in the most economical manner. The consultant will work out economic design and adopt specifications so as to ensure that the estimates approved by clients at initial stages are not exceeded on completion of work. If any defect is noticed in the drawings, design, specifications, BOQ, estimates or other documents, the consultant shall provide, free of cost to NPCC, fresh designs/drawings/specifications/estimates and other documents within a period of seven days from the date of notice issued by NPCC in this regard. The consultant shall also indemnify the NPCC due to such defective designs/drawings/specifications/estimates and other documents supplied by the consultant subject to a maximum of the consultancy fees.
- 5.7 Variation in cost as per approved DPR
- The consultant shall ensure at detailed design stage that the project cost is completed within approved project cost based on the quantities given by the consultant in the DPR, on the basis of which the project cost is approved by the owner/client. In case NPCC has to incur extra expenses due to execution of extra quantities to complete the project, the same shall be recovered from the Consultant subject to the scheme is not changed by NPCC/Owner/Client as proposed by the Consultant. Further, no bonus shall be payable to the Consultant in case of saving in executed quantities as compared to quantities given in the approved DPR.
- 5.8 While providing consultancy services, the consultant shall ensure that there is no infringement of any patent or design rights and he shall be fully responsible for consequences/any actions due to any such infringement. Consultant shall keep NPCC indemnified all the times and shall bear the losses suffered by NPCC in this regard.
- 5.9 The Consultancy works may be terminated at any time by NPCC upon five days notice in writing being given to Consultants, if the Consultant's work is not found to be satisfactory according to the terms of the agreement or the associated consultant fails to take action as per the directions of NPCC's Engineer-in-charge. In case the agreement is terminated on account of Consultant's work not being satisfactory, NPCC will get the work done at the risk & cost of the consultant.

#### **5.10 Force Majeure Clause**

NPCC will not be responsible for any delay/stoppage of work due to force majeure conditions like natural calamities, civil disturbance, strikes, war etc. and losses suffered, if any by the consultant on this account, NPCC shall not be liable in any way to bear such losses and no compensation of any kind whatsoever will be payable by NPCC to the Consultant.

#### **5.11 Completion period**

The overall completion period for the execution of this project is 29 months as stated in NIT (2+22+12) months respectively for pre-construction, Construction & defects liability).

- 5.12 If at any stage, the Project has been delayed by the acts of Client/funding authorities or by the deployed contractor for the work, nothing extra shall be payable to the consultant. However suitable extension of time for completion of work shall be granted accordingly.

#### **5.13 Escalation/Price Variation**

No claim on account of any price variation/Escalation on whatsoever ground shall be entertained at any stage of works. All rates as per Bill of Quantities (BOQ) quoted by Contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works.

#### **5.14 RESPONSIBILITIES FOR ACCURACY OF PROJECT PROPOSALS**

The Consultant shall be responsible for the accuracy of the data collected and the designs, drawings, quantities and estimates prepared by him as part of the project. He shall indemnify NPCC & Client against any inaccuracy in the work, which might surface out at the time of ground implementation of the project. In such an eventuality, the consultant will be responsible to correct the drawings including re-investigations etc. as required without any extra cost implication on NPCC.

- 5.15 Consultant shall appoint and notify a team of two senior officials of his organization as nodal officers to represent the consultant in all the meetings/presentations with NPCC\CCRYN./Local Municipal Corporation Authorities/State/Central Govt. or any other agency.

#### **5.16 TAX AND OTHER DUES**

##### **5.16.1 The rates quoted should include**

- i) Income tax and other taxes as applicable.
- ii) All expenses including traveling expenses incurred by the Architect in submitting, clarifying & getting approval of all design & drawings from



NPCC Client & Government authorities and site visit as & when required.

- iii) All expenses incurred for collection of data, attending meeting with NPCC & Client at New Delhi/ Gurgaon/ Faridabad in connection with preparation of design/ drawings.

5.16.2 The statutory deduction of income tax or other taxes/dues as applicable shall be made from the payment released to the Consultant from time to time and the same are deemed to be included in the Consultants fees. The Service Tax on Actual shall be reimbursed on production of receipt to NPCC.

#### **5.17 WITHHOLDING AND LIEN OF PAYMENTS**

Whether any claim or claims for payment of money arises out of or under the contract against the Consultant, the NPCC shall be entitled to withhold and also to have a lien to retain in whole or in part, the security deposit, performance guarantee and or to withhold and have a lien to retain in part or full the payments due to the consultant, or any claims of the consultant, so as to cover the claimed amount till the claim arising out of or under the contract is determined by the competent court.

5.18 Recovery/Penalties can be done / recovered from the consultancy fee/EMD/BG of the other works that the consultant is doing or would be doing for NPCC at that time.

5.19 All the documents submitted as part of the bid shall be duly signed and stamped by the authorized person of the consultant.

5.20 The consultant shall be required to sign an Agreement with NPCC within 15-days of the receipt of LOI based on these terms & conditions.

5.21 All the payments due to the consultant shall be made by cheques.

**5.22 Arbitration:** Deleted

5.23 Jurisdiction:

The agreement shall be executed on Non judicial Stamp papers purchased from New Delhi/Delhi and the courts in New Delhi/Delhi alone will have jurisdiction to deal with matters arising there from, to the exclusion of all other courts.

5.24 The Consultant shall fully indemnify the NPCC from and against all claims and proceedings for or on account of any infringement of any patent right, design, trade mark or name or other protected rights in respect of any construction plant, machinery work or material used for in connection with the work or temporary works.

- 5.25 NPCC reserves the right to award the work of one or more sectors/area to One or more consultant. Nothing extra shall be paid on this account. Further the payment of consultancy fees shall be regulated as mentioned under the caption "Note" in the Bill of Quantity of section-V.

**Form – 1**

**UNDERTAKING**  
**(To be given on the Letter head)**

I/We of M/s. .... bidder for consultancy work of ..... with M/s. NPCC Ltd., Delhi Zonal Office, Plot No. 148, Sector-44, Gurgaon – 122003 (Haryana), do hereby undertake that I/we agree to unconditionally accept all the terms and conditions mentioned in the tender documents.

1. The contents of clause of the Tender documents (Instructions of Tenderer) have been noted wherein it is clarified that after unconditionally accepting the tender condition in its entirety, it is not permissible to put any remark(s) / condition(s) (except unconditional rebate on price, if any) in the tender enclosed in Envelope – 2 and the same has been followed in the present case. In case this provision of the tender is found violated at any time after opening of the Envelope-2, I / we agree that the tender shall be summarily rejected and NPCC Shall, without prejudice to any other right or remedy be at liberty to forfeit that full said earnest money absolutely.
2. The required earnest money for this work is enclosed herewith.
3. If I/we will not fulfill the minimum qualifying criteria of the tender I/we not lodge any claim for opening of envelope – 2 of the tender.

Dated Signatures of the Consultant  
or Authorised Person

Name of Firm

Seal of Firm



**Form-2**

**PAST CONTRACTUAL PERFORMANCE**

*(Affidavit on non-judicial stamp paper of Rs. 10/- duly attested by Notary / Magistrate)*

This is to certify that We. M/s. ....  
(Name of the Bidder with address), in submission of the Bid.

..... (Name of Bid with Bid no.)

- i. Have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements;
- ii. Do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures, etc.;
- iii. Have never been banned by any Central / State Government Departments / Public Sector Undertakings or Enterprises of Central / State Government;
- iv. Have submitted all the supporting documents and furnished the relevant details as per the prescribed format; and
- v. Have submitted all the information and the requisite documents with the Bid and further certify that we are fully responsible for the correctness of the information and documents submitted by us.

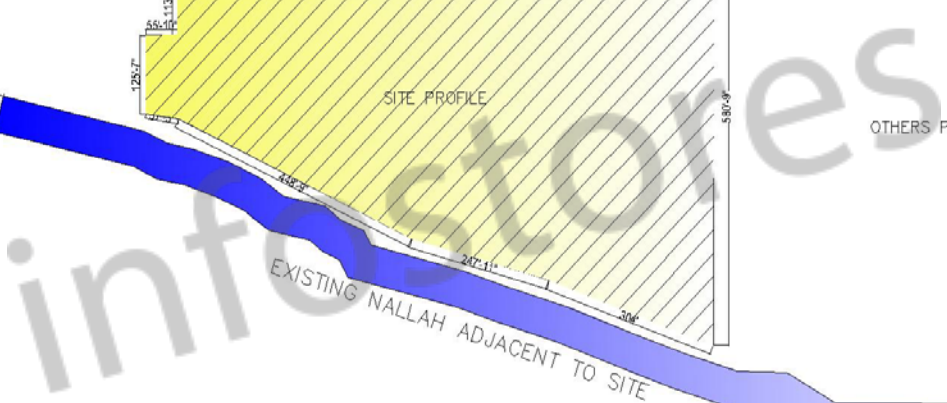
*Signature of the bidder*  
*SEAL*

**Note:**

**Exceptions of the above, if any, shall be clearly mentioned with details by the bidder for evaluation / consideration if any.**

## **SECTION-VI**

### **TOPOGRAPHICAL SURVEY PLAN**



## **SECTION –VII**

### **PRICE BID**

**(To be quoted on bidder's letter head)**

**NAME OF WORK:**

**DETAILED ENGINEERING AND CONSULTANCY SERVICES –**

Appointment of Associate Consultant in the field of Architectural and Engineering Consultancy Services for **Construction of 2<sup>nd</sup> phase of 100 Bedded Institute of Yoga and Naturopathy at Village. Devarkhana, Distt. Jhajjar, Haryana.**

**BILL OF QUANTITIES**

Sl. No.	Description	Unit	Item rate/ percentage (in Figures)	Item rate/ percentage (in Words)	Amount in Rupees
1.	General/Topographical Survey of entire Plot including Contouring, if required	One job			
2.	Soil investing, if required	One job			
3.	Detailed Engineering and Consultancy Services for preparation of Detailed Project Report, Preliminary Survey/ Preliminary estimate/ detailed estimate for as per scope of work and other terms and conditions explained in the Tender Document.	Percent age of actual construction cost as mentioned in clause no. 3.5			
<b>Total: Rs.</b>					

**Note:-**

1. The above BOQ is only indicative and bidders should consider scope of work as mentioned in the tender document before quoting their rates.
2. Payment shall be made on the basis of %age given in "Payment Schedule", separately.
3. The total percentage quoted for the scheme shall be considered to determine the lowest bidder.
4. In case of any discrepancy between the rates/percentage quoted in figures and words, then the rate/percentage quoted by the contractor in words shall be taken as correct.

Signatures of the Consultant  
Or Authorized Person  
(With full name)

Sign of Bidder

ANNEXURE-I

**LIST OF FILL-UP THE BLANKS**

Sl. No.	Page No.	DETAILS (to be submitted on letter head of the tenderer)
1		Details to be given in the undertaking by the tenderer.
2		Price Bid (Section -VII)

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NPCC  
PROJECT EXCELLENCE SINCE 1957

## ANNEXURE-II

### LIST OF APPROVED BANKS

#### Nationalized Banks:

The BGs shall be accepted from all Nationalized Banks, and in addition, these can also be accepted from the Scheduled Private Banks as detailed below:

#### Scheduled Private Sector Banks:

- ING Vysya Bank Ltd
- Axis Bank Ltd
- ICICI Bank Ltd
- HDFC Bank Ltd
- IDBI Bank Ltd

### ANNEXURE –III

NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED  
( A GOVERNMENT OF INDIA ENTERPRISE )

PROFORMA OF BANK GUARANTEE (FOR PERFORMANCE GUARANTEE)

NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED,

(Address as mentioned in Notice Inviting Tender)

Whereas the National Projects Construction Corporation Limited (hereinafter called "NPCC" which expression shall include its successors and assigns) having awarded a work order/contract / supply order No..... Dated .....(hereinafter called the contract) to M/s. .... (Hereinafter called the Architect/Consultant firm) at a total price of Rs..... subject to the terms and conditions contained in the contract.

WHEREAS, the terms and conditions of the contract require the Architect/Consultant firm to furnish a bank guarantee for Rs..... (Rupees.....) being .....% of the total value of the contract for proper execution and due fulfillment of the terms and conditions contained in the contract.

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

(i) This guarantee shall be a continuing guarantee and irrevocable for all claims of NPCC as specified above and shall be valid during the period specified for the performance of the contract including the period of maintenance/warranty i.e. up to.....

(ii) We, the said bank further agree with NPCC that NPCC shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the Architect/Consultant firm from time to time or to postpone for any time or from time to time any of the powers exercisable by NPCC against the Architect/Consultant firm under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or



extension being granted to the Architect/Consultant firm or for any forbearance, act or omission on the part of NPCC or any indulgence by NPCC to the Architect/Consultant firm or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

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

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

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

We, the said Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of NPCC in writing. Unless a claim is made in writing within three months from the date of expiry of this guarantee i.e..... (Three months after the date of expiry) we shall be relieved from all liabilities under this guarantee thereafter.

Signed this ..... day of ..... at.....

For and on behalf of Bank

WITNESS.

1. \_\_\_\_\_

2. \_\_\_\_\_

## ANNEXURE -IV

### **AGREEMENT FORM**

This agreement made this day of -----(Month)----- (Year)-----, between the **National Projects Construction Corporation Limited(NPCC)**, a company in corporate under the Companies Act, 1956 and having its registered office at Raja House, 30-31, Nehru Place, New Delhi- 110 019 in the State of Delhi and Corporate office at Plot No. 67-68, Sector – 25, Faridabad in the state of Haryana (Herein after referred to as " NPCC LIMITED" which expression shall unless the context require otherwise include its administrators, successors and assign) of the one part and ----- (hereinafter referred to as the "Consultant" which expression shall unless the context requires otherwise include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS, NPCC, has desirous of construction of "-----"(hereinafter referred to as the "PROJECT") on behalf of the----- (hereinafter referred to as "Client" as Project Management Consultant(PMC), had invited tenders as per Tender documents vide NIT No. -----Date-----and Corrigendum No.----- & Amendment No.----- dated -----uploaded on NPCC's website for Engaging Architects/Architectural firms for Architectural planning, Designing and Detailing-----.

ANDWHEREAS-----had participated in the above referred tender vide their Technical & Financial bid-----dated-----and subsequent clarifications vide letter ----- dated -----in response to NPCC's letter No.-----dated-----.

NPCC has accepted their aforesaid tender and awarded the contract for Consultancy Services for Architectural planning, Designing and Detailing of -----vide Letter of Award No.-----dated ----- which have been unequivocally accepted by ----- vide their NOW THEREFORE THIS DEED WINTNESSETH AS UNDER:

#### **ARTICLE 1.0 AWARD OF CONTRACT**

##### **1.1 Scope of work**

NPCC has awarded the contract to-----for the work of Architectural planning Designing and Detailing of -----as per contract document defined in Article below. The award has taken effect from 10<sup>th</sup> day of issue of aforesaid Letter of Award(LOA). The terms and conditions used in this agreement shall have the same meanings as are assigned to them in the "Contract Documents" referred to in the succeeding Article.

#### **ARTICLE 2.0 CONTRACT DOCUMENTS**

2.1 The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith(hereinafter referred to as "contract agreements").

- a) NPCC's Notice Inviting Tender vide NIT No.-----Dated----- comprising tender document(Section ----to-----)
- b) Corrigendum No.-----& Amendment No.-----dated-----.
- c) -----vide Technical & Financial bid-----dated-----.
- d) NPCC Letter No.-----dated-----.
- e) -----clarifications vide letter-----dated-----
- f) NPCC's Letter of Award-----dated-----.
- g) Meeting held on-----

2.4 All the aforesaid contract documents referred to in Para 2.1 to 2.3 above shall form an integral part of this Agreement, in so far as the same or any part thereof column, to the tender documents and what has been specifically agreed to by NPCC. Any matter inconsistent therewith, contrary or repugnant thereto or deviations taken by the consultant in its "Tender" but not agreed to specifically by NPCC in its Letter of Award, shall be deemed to have been withdrawn by the contractors without any cost implication to NPCC. For the sake of brevity, the Agreement along with its aforesaid contract documents and Letter of Award shall be referred to as the "contract".

#### ARTICLE 3.0 CONDITIONS & CONVENANTS

- 3.1 The scope of contract, consideration, terms of payments, advance, security deposits, taxes wherever applicable, insurance, agreed time schedule, compensation for delay and all other terms and conditions contained in aforesaid contract documents. The contract shall be duly performed by the consultant strictly and faithfully in accordance with the terms of this contract.
- 3.2 The scope of work shall also include all such items which are not specifically mentioned in the contract documents but which are reasonably implied for the satisfactory completion of the entire scope of work envisaged under this contract unless otherwise specifically excluded from the scope of work in the contract documents.
- 3.3 Consultant shall adhere to all requirements stipulated in the contract documents.
- 3.4 This is the essence of the contract and it shall be strictly adhered to. The progress of work shall conform to agreed works schedule/contract documents.
- 3.5 This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in agreement. Any modification of the Agreement shall be effected only by written instrument signed by the authorized representative of both the parties.
- 3.6 The total Consultancy fee for the entire scope of this contract as detailed in Letter of Award (LOA) is -----%(-----percent only) is exclusive of service tax on actual cost of the project on completion or cost

approved as per DPR or Estimated cost whichever is lower, which shall be governed by the stipulations of the contract documents.

#### ARTICLE 4.0 NO WAIVER OF RIGHTS

- 4.1 Neither the inspection by NPCC or the Engineer-in-Charge or Client or any other officials, employees or agents nor order by NPCC or the Engineer-in-Charge for payment of money or any payment for or acceptance of, the whole or any part of the work by NPCC or the Engineer-in-Charge nor any extension of time nor any possessions taken by the Engineer-in-Charge shall operate as waiver of any provisions of the contract, or of any power herein reserved to NPCC or any right to damage herein provided, nor shall any waiver of any breach in the contract be held to be a waiver or any other or subsequent breach.

#### ARTICLE 5.0 GOVERNING LAW AND JURISDICTION

- 5.1 The laws applicable to this contract shall be the laws in force in India and Jurisdiction of Delhi Court(s) only.
- 5.2 Notice of Default

Notice of default by either party to the other party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto, if delivered against acknowledgement due or by FAX or by registered mail duly addressed to the signatories at the address mentioned herein above.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the Competent Authorities of both the parties) on the day, month and year first above mentioned at-----

For and on behalf of:

For and on behalf of:

WITNESS:

WITNESS:

1.

1.

2.

2.