



NATIONAL PROJECTS CONSTRUCTION CORPORATION LTD
(A GOVT. OF INDIA ENTERPRISE)
Corporate office
Plot no 67-68, Sector – 25, Faridabad

EXPRESSION OF INTEREST FOR DETAILED ENGINEERING
AND CONSULTANCY SERVICES

**For: Appointment of Engineering Consultant for
development of CSIR Innovation Complex at CSIR-NIO
Regional Centre, Mumbai**

Reference: NIT No.	799/CSIR-IIIM/EoI-EC/02 / date: 25.06.2012
Sale of Tender document	EOI documents is down loadable from web site for submission
Date for Submission of Tender	On 02.07.2012 15.00 Hrs.
Date of Opening of Tender	On 02.07.2012 at 15.30 Hrs.
Name and address of Bidder along with contact details	M/S Phone: Fax: Mobile: E-mail Id:

INDEX

I. General Conditions of Contract

S. No	Section	Description	Page
1.	Section-I	Notice Inviting Expression of Interest	4-5
2.	Section-II	Instructions to Tenderer	6-9
3.	Section-III	General Conditions of Contract Description of work & Scope of Work of Consultant	10-13
4.	Section-IV	(a) Other Terms & Conditions	14-19
		(b) Undertaking	20
5.	Annexure-I	List of fill-up the blanks	21
6.	Annexure-II	List of approved Bank	22
7.	Annexure-III	Proforma for Bank Guarantee in lieu of Performance guarantee	23-24
8.	Annexure-IV	Proforma for Agreement	25-26

II. Price Bid

**NATIONAL PROJECTS CONSTRUCTION CORPORATION
LIMITED
(A Govt. of India Enterprise)**



**GENERAL CONDITIONS OF CONTRACT
FOR
ENGINEERING CONSULTANCY SERVICES**

<p align="center">NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED (A Government of India Enterprise) CM&W Division, Corporate Office Plot no. 67-68, Sector – 25, Faridabad – 121 004 Phone: 0129-4062672, 4064129, Tele-Fax: 0129- 4064129 An ISO 9001:2008 Organisation </p>	
	WEBSITE: www.npcc.gov.in

NIT No.: 799/CSIR-IIIM/EoI-EC/ 02

Date: June 25, 2012

NOTICE INVITING EXPRESSION OF INTEREST

National projects Construction Corporation Limited (NPCC) intend to participate in a tender for “Development of proposed CSIR Innovation Complex at CSIR-NIO Regional Centre, Lokhandwala Road, Four Bungalows, Andheri (West) Mumbai” on PMC basis for which NPCC invites sealed Expression of Interest under two bid systems (One envelope for technical bid and other for financial bid) from the Consultants of National repute for the Engineering Consultancy services as detailed below:

S. No.	Name of the work	Description
1.	Engineering Consultancy services for CSIR Innovation Complex at CSIR-NIO Regional Centre, Mumbai	Estimated cost (Construction Cost) Rs. 6000.00 Lacs
2.	Scope of work	Detailed Engineering and Architectural Consultancy services, viz. Soil investigation, collection of all required datas, Design, Drawings, Preliminary / detailed estimate, Preparation of Detailed Project Report (DPR) including its approval from concerned & statutory authorities, preparation of BOQ and Technical Specifications for fixing of executing agencies, providing technical assistance during execution et. Complete for CSIR Innovation Complex at CSIR-NIO Regional Centre, Mumbai
3.	Completion time	36 (Thirty six) months
4.	Earnest money to be deposited	Rs. 50,000/- (Rupees Fifty thousand) in favour of NPCC Ltd. Payable at Faridabad. In the form of FDR/DD of any scheduled bank .
5.	Validity of Tender	90 days from the date of submission of tender
6.	Sale of Tender Document	Document is to be down loaded from web site for submission along with credentials.
7.	Submission of Tenders	On 02.07.2012 up to 3.00 PM
8.	Opening of Technical bid	On 02.07.2012 up to 3.30 PM

Qualifying Criteria:

1. Agency must have at least two Architects with the valid registration from Council of Architecture with minimum experience of 05 (five) years.
2. Agency must have PAN and Service tax registration no. (Documentary evidence is to be submitted).
3. Average Annual Financial Turnover on Engg. Consultancy works during the last three years, ending 31st March of the previous financial year i.e. 2011-12, should be at least 45.00 Lac. (Documentary evidence is needs to be submitted).
4. Agency must have successfully executed the consultancy work for a RCC Multi-storied building with Electrical, Water supply, Sanitary, HVAC, Fire fighting, etc. all complete work of a building costing at least Rs.4800 Lacs (Four thousand eight hundred Lacs) within five (05) years with the exposure to the consultancy for Pharmaceutical / Research Laboratories, Hospitals.
5. Agency must have its own full fledged office or its franchise in Mumbai with all required in house facilities. Undertaking/franchise agreement in this regard is to be attached.
6. Joint ventures are not permitted.

EOI documents for the above work is available at NPCC web site www.npcc.gov.in which may be down loaded for submission duly signed along with other credentials witnessing the technical & financial qualifying criteria. The completed documents are to be submitted in the office of General Manager (CM&W), NPCC Ltd., Plot no. 67-68, Sector – 25, Faridabad – 121 004 on 02.07.2012 up to 3:00 P.M. Documents received after the stipulated date & time are liable to be summarily rejected.

This EOI has invited to finalize the Engg. consultant as associate prior to submission of tender to Client. On getting the work from client, the work of Engg Consultancy will be entrusted to lowest finalized consultant directly on submission of performance guarantee as mentioned in clause 3.1section IV. Nothing is to be paid against prior tender expenses such as preparation of Concept plan and its presentation before NPCC/Client authority. No claim will be entertained against prior tender expenses, in case of non- award of work to NPCC by client.

For any clarification undersigned may be contacted at address & contact nos. mentioned above.

Any corrigendum/addendum/errata in respect of the above tender shall be made available only at our official web site 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.

General Manager

1. The General Manager (PMC/IT), C.O., NPCC, Faridabad for information please & uploading on NPCC web site. Soft copy being sent through e-mail to npcc1957@rediffmail.com & pmc.npcc@nic.in
2. Notice Boards Corporate Office & all Zonal offices
3. SPS to CMD, NPCC

SECTION-II

1.0 INSTRUCTIONS TO TENDERERS

- 1.1 Background: National projects Construction Corporation Limited (NPCC) intend to participate in a tender for “Development of proposed CSIR Innovation Complex at CSIR-NIO Regional Centre, Lokhandwala Road, Four Bungalows, Andheri (West) Mumbai” on PMC basis for which NPCC inviting this Expression of Interest.
- 1.2 Scope of Work: Complete Engineering Consultancy services for the works of the Multi-storied building as detailed out in clause 2.4 of this document including Preparation of various possible conceptual layouts, plans, elevations with architectural view with possible finishing and utilities. Presentation of the same to CSIR-IIIM and finalizing in consultation with NPCC/CSIR-IIIM.
- 1.3 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 and cost of same is included in the final quoted fees.
- 1.4 Submission of Tender / Opening of tender:
Tender shall be submitted in the General Manager (CM&W), NPCC Ltd., Plot no. 67-68, Sector – 25, Faridabad – 121 004 on 02.07.2012 up to 3:00 P.M. Tender shall be opened on the same day at 15.30 Hrs. in the presence of intending tenderer or their authorized representatives. Tenders received after due date and time shall not be accepted.
- 1.5 Earnest Money Deposit (EMD): The earnest money deposit for this work is Rs.50,000/= (Rupees Fifty thousand only) in the form of DD/FDR in favour of NPCC Ltd. payable at Faridabad.
- The EMD shall be retained as Initial Security Deposit which is already submitted by the tenderer in the form of DD/FDR in case of successful tenderer and returned in case of unsuccessful tenderers after award of work.
- 1.6 Validity of offer 90 (Ninety) days from the date of Submission of tender.
- 1.7 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) and EMD of Rs.50,000/= (Rupees Fifty thousand only) in the form of DD/FDR in favour of NPCC Limited payable at Faridabad along with the unconditional acceptance letter (under taking) on the letter head in respect of the tender conditions as per proforma available in the tender document. The EMD shall be valid

for 120 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.

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

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 as below for which the tender is offered.

Engineering Consultancy services for development of CSIR Innovation Complex at CSIR-NIO Regional Centre (CSIR-IIIM) at Mumbai..

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 to qualified bidders only. 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.

- 1.8 (1) The price quoted by the tenderer shall be lump sum basis. The fees for services of Engineering consultancy will be payable on the project cost which is estimated to 60.00 crore. The fee for Consultancy service will remain unchanged for the present scope of work even if the total cost of the project increases/decreases subsequently subject to provisions for additions and alterations.
(2) In case of deviation in cost due to change in scope by client fee shall vary on pro rata basis.
- 1.9 NPCC Ltd. reserves the right to accept/or reject any or all the tenders received without assigning any reason whatsoever
- 1.10 It is advised that the consultants should visit the site of work to properly assess the scope of work, before quoting for the tender.
- 1.11 Payment Schedule:

Sr. No.	Description of Work	Percentage of Quoted Fee
1.	Preparation and approval of preliminary scheme and preliminary estimates and obtaining statutory/ municipal approvals.	10% Of total fee payable
2.	Preparations of detailed drawings and detailed estimates, then approval of CSIR-IIIM.	20% of the total fee payable less payment already made at stage(1)
3	Preparation of tender documents, issue of NIT & award of works to Vendors/agencies.	30% of the total fee payable less payment already made at stage(1) & (2)
4	During execution of work by contractors/vendors (on pro-rata basis) commensurate with the value of work executed.	80% of the total fee payable less payment already made at stage(1), (2) & (3)
5	After successful completion & taking over of project and on acceptance of project by CSIR-IIIM.	90% of the total fee payable less payment already made at stage(1), (2), (3), & (4)
6	Balance payment on cessation of Consultants,s responsibilities and defect liability is over in terms of general terms & conditions of contract.	100% of the total fee payable less payment already made at stage(1), (2), (3), (4), & (5)

Note: Running payments will be made on pro-rata basis taking in to account the quantum of work done under stage 1,2,3 & 5. Pro-rata payments under stage -4 are already allowed. However, no pro-rata payments will be allowed for stage-6.

1.12 Time of Completion/Schedule:

Time of Completion/Schedule will be finalized after award of work in consultation with client which will be binding on consultant.

Note:- Any slippage in the time schedule will lead to imposition of penalty as per clause No. 3.8 or as decided by the Engineer in-charge

SECTION-III

GENERAL CONDITIONS OF CONTRACT

2.0 Description of Work:

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

2.1 The consultant shall prepare Survey/preliminary estimates/concept plan/detailed estimates for the development of CSIR Innovation Complex at CSIR-NIO Regional Centre (CSIR-IIIM) at Mumbai 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.

2.2 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.

2.3 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:

2.4 Scope of Work:-

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.
 - 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/state schedule of rates, 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 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 acceptance of EOI, the Consultant shall carry out necessary survey and prepare preliminary Architectural concept drawings of the proposed building etc. and preliminary estimates for the projects inter-alia including requirements given by NPCC/OWNER. This shall be submitted to NPCC within time frame decided for presentation.

Detailed Estimate

- ii). On award of work, the Associate Consultant shall be responsible to start the work immediately take up preparation of detailed Engineering and working drawings of different building / structures in phases as per the priority fixed by NPCC/OWNER and get the drawings so prepared, approved from the Competent authority of NPCC/OWNER/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/OWNER/local authorities in

planned phased manner and the corresponding details prepared by all means within 45 days of the approval of preliminary estimates.

- iii). Consultant shall, while planning and preparing detailed estimate of the project, endeavour to use existing infrastructure, materials etc. to the possible extent so as to reduce the cost of construction.

The above scope of work is not exhaustive, the scope also includes mentioned in enclosed tender documents of client.

- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 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.
- 2.9 Carrying out all modifications / deletions / additions / alternations /in design / drawing / documents as required by Local bodies Authorities/State/ NPCC/ 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.
- 2.10 The consultant shall get approval of DPR/preliminary estimates/ concept/detailed estimates from OWNER/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.
- 2.11 Preparation & submission of Tender Documents / Tender Drawings comprising BOQ / Estimates, particular specifications etc. as required by NPCC.

- 2.12 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.
- 2.13 Preparation & submission of Detailed Engineering Drawings, Detailed specifications & list of makes for all the equipments to be installed at site.
- 2.14 All designs/drawings required should carry sufficient details/drawings to enable NPCC to get the work executed on item rate basis.
- 2.15 Preparation & submission of models and perspective views of the complete scheme as per requirement of NPCC/Client.
- 2.16 The consultant shall prepare and give presentations on the schemes as and when required by NPCC/Client.
- 2.17 Preparation & submission of any other item not mentioned above but required for completion of DPR/for execution of The Project as per requirements.
- 2.18 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.
- 2.19 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.
- 2.20 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.
- 2.21 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.
- 2.22 Identify the availability of equipment to be installed in the building with specification and prepare tender documents for procurement of these equipment.

SECTION-IV

3.0 OTHER TERMS AND CONDITIONS:

- 3.1 The consultant shall furnish a Performance Guarantee in the form of DD/FDR in favour of NPCC Ltd. or in the form of BG on the Performa of NPCC Ltd. from a Nationalized / Scheduled Bank from the banks as per list annexed to the extent of 5% of the value of total consultancy fees of consultant within 10 days of the issue of Letter of Intent. The Bank Guarantee shall remain valid till defect liability of the project. An amount is to be deposited equivalent to 0.01% per day of the amount of Performance guarantee for extended /delayed period of submission of Performance guarantee. . In case the Consultant fails to submit the performance guarantee of the requisite amount within the stipulated period or extended period limited to 15 days only, letter of intent will stand withdrawn and EMD of contractor shall be forfeited.
- 3.2 10% of the fee payable to the consultant shall be retained from the running bills as “Retention Money” limited to 5% of contract value, 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.
- 3.3 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.
- 3.4 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.
- 3.5 NPCC is acting as an Implementing Agency/ Project management Consultant on behalf of CSIR-IIIM. Hence any payment towards any claim of the consultant if not considered/paid by the above authorities shall not be paid to the consultant.

3.6 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.

3.7 Coordination with other consultants/agencies

3.7.1 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.

3.7.2 The Consultant shall be responsible for collecting all data/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.

3.8 Compensation for delay

3.8.1 The Consultant will be required to complete the entire job as per time schedule. 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.

3.8.2 In case the Consultant fails to complete any item work as per the time schedule , 10%(ten percent) of total fees will be kept withheld from the running account bill which may be released on achieving next time schedule including the previous one . In case of failure in two consecutive milestones, the amount kept with held will be forfeited and shall not be released. NPCC shall be entitled to deduct such damages from the dues that may be payable to the consultant.

- 3.9 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.
- 3.10 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.
- 3.11 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.
- 3.12 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.
- 3.13 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.
- 3.14 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.

- 3.15 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.

3.16 **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.

3.17 **Completion period**

The overall completion period for the execution of this project is 36 months.

- 3.18 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.

3.19 **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.

3.20 **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.

- 3.21 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/OWNER/Local Municipal Corporation Authorities/State/Central Govt. or any other agency.

- 3.22 Deleted

3.23 TAX AND OTHER DUES

- 3.23.1 The rate quoted by the Consultant shall be deemed to inclusive of Sales Tax, Turnover Tax, Work Contract Tax, service tax, or any other similar tax applicable under the existing laws or levy by the statutory authorities/state/central govt.
- 3.23.2 The statutory deduction of income tax or other taxes/dues if 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.

3.24 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.

- 3.25 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.
- 3.26 All the documents submitted as part of the bid shall be duly signed and stamped by the authorized person of the consultant.
- 3.27 The consultant shall be required to sign an Agreement with NPCC within 20-days of the receipt of LOI based on these terms & conditions. Consultant has to deposit an amount twice the cost of tender document along with Two nos. Non-judicial stamp papers (value as per State Govt. Norms) for execution of Contract agreement.
- 3.28 All the payments due to the consultant shall be made by cheques.

- 3.29. **Arbitration:** Deleted

3.30 Jurisdiction

The agreement shall be executed at Faridabad on non-judicial stamp paper purchased in Faridabad and the courts in Faridabad alone will have jurisdiction to deal with matters arising there from, to the exclusion of all other courts.

- 3.31 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.

- 3.32 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

Signature of the Tenderer.
with Seal

NPCC LTD.

Address:

UNDERTAKING
(To be given on the Letter head)

I/We _____ of _____ M/s
_____ bidder
for _____ consultancy work
of _____ with M/s NPCC
Ltd., Plot no.67-68, sector-25, Faridabad, 121 004, do hereby undertake that I/we
agree to unconditionally accept all the terms and conditions mentioned in the
tender documents.

Further we have noted that after unconditionally accepting the tender conditions
in its entirety, it is not permissible to put any remarks/conditions in the Price Bid
enclosed in Envelope 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
Envelope, 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 the full said
earnest money absolutely.

Dated Signatures of the Consultant
Or Authorized Person

Name of Firm

Seal of Firm

ANNEXURE-I

LIST OF FILL-UP THE BLANKS

Sl. No.	Page No.	DETAILS
1		Details to be given in the undertaking by the tenderer.
2		Price Bid – Enevelope II.

ANNEXURE-II

LIST OF APPROVED BANKS

Scheduled Banks in India (Public Sector):

- State Bank of India
- State Bank of Bikaner and Jaipur
- State Bank of Hyderabad
- State Bank of Indore
- State Bank of Mysore
- State Bank of Saurashtra
- State Bank of Travancore
- Andhra Bank
- Allahabad Bank
- Bank of Baroda
- Bank of India
- Bank of Maharashtra
- Canara Bank
- Central Bank of India
- Corporation Bank
- Dena Bank
- Indian Overseas Bank
- Indian Bank
- Oriental Bank of Commerce
- Punjab National Bank
- Punjab and Sind Bank
- Syndicate Bank
- Union Bank of India
- United Bank of India
- UCO Bank
- Vijaya Bank

Scheduled Banks in India (Private Sector):

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

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 contractor / supplier) 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 contractor 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 contractor/supplier 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 contractor/supplier 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 contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by NPCC against the contractor/supplier 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 contractor or for any forbearance, act or omission on the part of NPCC or any indulgence by NPCC to the contractor 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 contractor/supplier 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 supplier/ contractor, 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 supplier/contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the supplier/contractor 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. _____

AGREEMENT FOR WORK

This Agreement No. ----- made on ---- day of -----, 2010 between National Projects Construction Corporation Limited a company registered 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) and M/s ----- in the State of ----- (Herein after referred to as “ ----- “ which expression shall unless the context requires otherwise includes their respective heirs, executors, administrators, and legal representatives through Shri ----- of the other part.

WHEREAS M/s ----- has submitted their offer for the work of providing detailed ----- for ----- . (Herein after referred to as -----)

WHEREAS the NPCC LIMITED has called the tender for the said ----- vide tender notice no. ----- dated ----- and the same is responded and quoted by M/s ----- alongwith their offer dated ----- NPCC LIMITED issued a letter of award bearing no. ----- dated ----- as the rate of --- % on project cost (-----) and M/s ----- has agreed and confirmed their unconditional acceptance to the NPCC LIMITED's said letter of award.

NOW THIS INDENTURE WITNESSETH that in consideration of the payment to be made as per terms and conditions by NPCC LIMITED to M/s ----- aforesaid letter of acceptance M/s ----- will duly perform the said work and shall execute the same with great promptness, care and accuracy in workman like manner to the satisfaction of ----- as well as NPCC LIMITED and will complete the same in accordance with the said specifications and conditions of contract and complete the same within the stipulated time as stated in the tender document.

The following shall be the part of this agreement:-

1. NPCC LIMITED letter of award no. ----- dated -----.
2. M/s ----- offer dated -----.
3. NPCC LIMITED's tender documents and its terms, conditions, specification etc.
4. Schedule of rates.

AND THE NPCC LIMITED do hereby agree that if M/s ----- shall duly perform the said work in the manner aforesaid and observed to keep the said terms and conditions, NPCC LIMITED will pay/cause to be paid to M/s ----- - for the said work, due in that respect, at the rates set forth in the Schedule off rates.

It is hereby agreed that all the provisions of the said conditions, specifications which have been carefully read and understood by M/s ----- and bill of quantities/scope of work shall be as binding upon M/s ----- and upon NPCC LIMITED as if the same have been repeated herewith and shall be read as part of these presents.

For M/s -----

For M/s N.P.C.C. LIMITED.

Witnesses

Witnesses