



NATIONAL PROJECTS CONSTRUCTION CORPORATION LTD
(A GOVT. OF INDIA ENTERPRISE)

SOUTHERN ZONAL OFFICE
No.1316, 2nd CROSS
KHB COLONY, MAGADI ROAD
BANGALORE – 560 079
Tel. +9180 23110309 Fax. +9180 23110308

**TENDER
FOR
APPOINTMENT OF ENGINEERING AND ARCHITECTURAL CONSULTANT**

**For
Construction of 7 nos. Residential flats after demolishing existing
Residence at Chetpet, Chennai for Punjab National Bank.**

Reference	NIT No. 700008/PNB/768 dated 09.11.2012
Issue of Tender	From 12.11.2012 to 27.11.2012
Last Date for Submission of Tender	28.11.2012 upto 15.00 Hours
Date of Opening of Technical Bid	28.11.2012 at 15.30 Hours
Venue of opening	NPCC Limited, Southern Zonal Office No.1316, 2 nd Cross, KHB Colony, Magadi Rd, Bangalore – 560 079
Tender Issued to:	
Tender Issued by:	

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



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

NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
SOUTHERN ZONAL OFFICE
No.1316, 2nd CROSS
KHB COLONY, MAGADI ROAD
BANGALORE – 560 079.

SECTION - I

NOTICE INVITING TENDER

Ref.No.700008/PNB/768

Dated: 09.11.2012

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 Engineering & Architectural Consultancy services for Construction of 7 Nos. Residential Flats after demolishing existing Residence at **Chetpet, Chennai** for Punjab National Bank.

Sl. No	Name of the work	Description
1.	Engineering & Architectural Consultancy services for the Construction work of 7 Nos. Residential Flats after demolishing existing Residence at Chetpet, Chennai for Punjab National Bank.	Estimated Construction cost Rs. 3.20 Crores
	Scope of work	The scope of work includes General and Technical Surveying, preparation of detailed estimate and methodology for dismantling works, submission of preliminary drawings for construction of flats in three alternate designs, preparation of detailed engineering, structural and architectural drawings including obtaining approval from Chennai Municipal Corporation, other concerned statutory authorities and the client, preparation of detailed item wise bill of quantities based on the current CPWD, DSR specification, preparation of bidding document for fixing of contractors, submission of DPR with all the above details, providing required technical assistance during execution, inspection of site of work during progress of work including technical advice, providing and submitting 3 sets of drawings and additional drawings if required, getting final approval from the concerned department, preparation of as built drawings etc. complete as per the direction of Engineer-in-Charge for Construction of 7 Nos. Residential Flats after demolishing existing Residence at Chetpet, Chennai for Punjab National Bank.
3.	Completion time	24 months
4.	Earnest Money Deposit (EMD)	Rs.40,000.00 (Rupees Forty Thousand only) in favour of NPCC Ltd. payable at Bangalore in the form of FDR / DD of any Nationalized Bank.
5.	Cost of Tender Documents	Rs. 3000.00 (Rupees Three Thousand only) – (Non refundable) in the form of DD in favor of NPCC Ltd. payable at Bangalore
6.	Validity of Tender	60 days
7.	Sale of Tender Document	12.11.2012 to 27.11.2012 between 10.00 Hours to 17.00 Hours.
8.	Submission of Tenders	28.11.2012 upto 15.00 Hours
9.	Opening of Technical bid	28.11.2012 at 15.30 Hours

Qualifying Criteria:

1. Agency must have the valid registration from Council of Architecture.
2. Agency must have successfully executed / completed the consultancy work for a Residential Buildings work within last three (3) previous years i.e. 2009-10, 2010-11, 2011-12 as detailed below.
 - a) At least one single work costing not less than Rs.2.56 Crores (80% of the estimated cost put to tender)
Or
 - b) Two works costing not less than Rs.1.60 Crores (50% of the estimated cost put to tender)
Or
 - c) Three works costing not less than Rs. 1.28 Crores (40% of the estimated cost put to tender).
 - d) The intending consultant should enclose the certificates issued by the competent authority.
3. Agency must have established or should establish an office / co-ordinate Office at Chennai, Tamil Nadu.
4. Joint ventures are not permitted.

Tender documents for the above works can be had either from the office of Zonal Manager, NPCC Ltd, Southern Zone, No. 1316, 2nd Cross, Magadi Road, KHB Colony, Bangalore - 560 079 or NPCC Ltd., Govt. Estate, MRTS Compound, Chennai - 600 002 on any working day from 12.11.2012 to 27.11.2012 between 10.00 AM to 5.00 PM. Tender documents can be viewed at our official website www.npcc.gov.in and the agencies fulfilling the requirements may purchase the documents on payment of Rs.3000/- Rupees Three Thousand only) (Non refundable) by DD in favour of NPCC Limited, payable at Bangalore. Tender documents will not be sent by post or courier. Tender documents can be seen at our official website www.npcc.gov.in which can also be down loaded by the interested firms and the cost of tender document in form of DD in favour of NPCC Ltd. payable at Bangalore may be deposited along with the tender in addition to EMD deposit. Tender documents duly completed in all respect shall be received upto 15.00 Hrs. on 28.11.2012 at Bangalore office and Technical bid shall be opened at 15.30 Hrs. on the same day at Bangalore office. Documents received after the stipulated date & time are liable to be summarily rejected. Documents received without tender fee / EMD will also be 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. No further press advertisement will be given. Hence prospective bidders are advised to visit NPCC web site regularly for above purpose.

Zonal Manager
Southern Zonal Office.
Bangalore

SECTION – II

A. DEFINITIONS.

- 'Client' means Punjab National Bank with its Head Office at 7, Bhikhaiji Cama Place, New Delhi-67
- 'NPCC' means National Projects Construction Corporation Limited.
- 'Project / work' means construction of 7 Nos. Residential Flats after demolishing existing Residence at Chetpet, Chennai"
- 'Approval' means approval in writing by the Engineer in Charge/officer of the NPCC/Client.
- 'DSR' means Delhi Schedule of Rates 2012.
- 'DPR' means Detailed Project Report.
- 'Contractor' means the contractor or contractors or suppliers or agencies employed by NPCC for the work or any connected work.

1.0 INSTRUCTIONS TO TENDERERS

- 1.1 **Back Ground** :Punjab National Bank, having its Head Office at 7, Bhikhaiji Cama Place, New Delhi-67 has awarded the work of construction of 7 Nos. Residential Flats after demolishing existing Residence at Chetpet, Chennai" to NPCC Limited.
- 1.2 a) **Scope of Work:** Providing complete Architectural / Consultancy services for the "Construction work of 7 Nos. Residential Flats after demolishing existing Residence at Chetpet, Chennai.
- b) Initially the consultant has to submit the detailed estimate and methodology for dismantling quantities of the existing Residence including its mode/methodology for dismantling work.
- c) The Consultant shall have to propose and submit 3 (three) alternate preliminary Drawings for Construction of 7 Nos Residential Flats and after discussion & Consultation with Clients the approved design will be selected and forwarded to the consultant for preparation of detailed drawings and bill of quantities.
- 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/Architect and cost of the same shall be included in the quoted / negotiated / finalized fees.
- 1.4 **Submission of Tender / Opening of tender:**
Tender shall be submitted in the office of Zonal Manager, NPCC Limited, Southern Zonal Office, No.1316, 2nd Cross, KHB Colony, Magadi Road, Bangalore – 560 079 on or before **28.11.2012 upto 15.00 Hours**. Tender shall be opened on the same day at **15.30 Hours** in the presence of intending tenderers 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.40,000/- (Rupees Forty thousand only). The EMD so submitted in the form of Demand Draft will be adjusted against Security Deposit in case of successful tenders and returned in case of unsuccessful tenderers after award of work.
- 1.6 Validity of offer: 60 (Sixty) days from the date of Submission.
- 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. 40000.00 (Rupees Forty Thousand only) in the form of DD/FDR and Tender fee (if downloaded) of Rs.3000.00 (Rupees Three Thousand only) in the form of DD in favour of NPCC Limited payable at Bangalore 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 90 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 for which the tender is offered.

“Engineering & Architectural Consultancy services for Construction of 7 Nos. Residential Flats after demolishing existing Residence at Chetpet, Chennai for Punjab National Bank”.

NIT No: 700008/PNB/768 Dated 9th November, 2012 due on 28.11.2012 at 15.00 hrs

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 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 paise only.* Unless the rate/amount is in whole Rupees it should invariably be upto 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 The price quoted by the tenderer shall be :

- a) In Rupees against the cost / charges of land and sub-soil surveys in figures and words. This payment will be released on submission of the of the detailed survey report in soft and hard copies and submission of the bill.
- b) In Percentage and amount on the Estimated Cost of the Project to wards the Engineering and Architectural consultancy charges. The percentage shall be payable on the actual cost of the project on completion or Cost approved as per DPR or Estimated Construction cost whichever 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’s charges.
 - Cost of equipments to be installed in the said building if any.

- 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 Consultant/Architects should visit the site of work to properly assess the scope of work, before quoting the tender.
- 1.11 Payment Schedule:

Sl. No.	Description of Work	Percentage of Quoted Fee
1	Quoted amount against conducting soil and land surveys will be released immediately effecting deductions if any, after submission of the report in soft and hard copies and submission of the bill	100% of the amount quoted against survey.
2	Conducting Survey, submission of preliminary drawings in three alternate designs, submission of detailed Bill of Quantities, methodology, and tender documents for dismantling, getting approval for dismantling from concerned authorities.	10% of the amount quoted against consultancy charges.
3	Preparation & Submission of DPR, Detailed estimates with structural design and proof checking of designs, Bill of Quantities, Tender drawings, detailed Engineering, Structural and Architectural drawings, Tender Document with conditions and specifications, rate analysis of items etc., designs for all components of the scheme and detailed specifications and getting statutory clearance from all local/statutory bodies.	20% of the amount quoted against consultancy charges.
4	Preparation and submission of Good for Construction Drawings for all the components of the project.	15% of the amount quoted against consultancy charges.
5	During progress of work for supervision, visits to site attending periodical review meetings etc. till the completion of all works on ground (On pro- rata basis of construction cost.)	45% of the amount quoted against consultancy charges.
6	After submission of (as built drawings) design and approval of the same by authorities if any, in soft as well as hard copies and completion report etc.	10% of the amount quoted against consultancy charges.

1.12 Time of Completion/Schedule:

Sr. No.	Description of Work	Period from the Date of Award of LOI
1	Conducting Survey, submission of preliminary drawings in three alternate designs, submission of detailed Bill of Quantities, methodology, and tender documents for dismantling, getting approval for dismantling from concerned authorities.	within 21 days from issue of LOI
2	Submission of DPR with detailed estimates with structural design, Bill of Quantities, Tender drawings, detailed Engineering, Structural and Architectural drawings, Tender Document with conditions and specifications, rate analysis of items etc., designs for all components of the scheme and detailed specifications.	Within 30 days after approval of preliminary Estimate by NPCC / Client
3	Taking clearance and approval from statutory / local bodies, simultaneously supply of good for construction drawings, designs for all buildings.	Within 15 days from submission of detailed Estimate.
4	Services during construction stage & till complete handing over of the project including submission of as built drawings within 15 days from the completion of construction work.	As per schedule decided by NPCC / Client.

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

SECTION - III

2.0 Description of Work

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

2.1 The Consultant/Architect shall Survey/prepare preliminary estimates/concept Drawings / detailed estimates for the Construction work of 7 Nos. Residential Flats after Demolishing existing Residence at Chetpet, Chennai in consultation with the Local bodies / clients / NPCC / State / Central Govt. and within the framework and guidelines issued by Local bodies / clients / NPCC / State / Central Govt. with all amendments.

2.2 During preparation of survey / preliminary estimates / concept drawings / detailed estimates, if any new component is required to be added in the Survey / preliminary estimates / concept drawings / detailed estimates as per requirement of Local bodies / clients / NPCC / State / Central Govt. the same shall be made part of Survey / preliminary estimates / concept / detailed estimates.

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

2.4 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 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) The Consultant should depute his authorized technical representatives as and when required for smooth execution of the project and its completion.
- f) Technical Parameters covering the followings:
 - i) Detailed Architectural, structural, & flowchart drawings.
 - ii) Design details shall be duly certified by Local bodies / clients / NPCC / State / Central Govt. Agencies / Vetting Agencies. NPCC at its discretion may get the design proof checked, if desired from any of the IITs/ NITs/Any other/Institutions.
 - 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) Bill of quantities duly priced. All estimates shall be prepared on the basis of DSR 2012 / state schedule of rates, norms wherever applicable and on the basis of market rate analysis where Central / state schedule of rates are not applicable. These estimates should be comprehensive and should include all items. Detailed analysis for the item not included in CPWD schedule of rates / DSR etc. shall have to be submitted.
- vi) Format for monitoring progress during construction stage.
- 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 / clients / NPCC / State / Central Govt. authorities 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 as desired by the client.
- xi) Detailed Structural Drawings / Design Calculations for all the components of the scheme including getting proof checking if required by NPCC/Client.
- 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/concept/design/estimation/drawings/documentation/approvals/execution etc.

- i) After receipt of LOI, the Consultant/Architect shall carry out necessary survey and prepare 3 (three) no's of alternate designs & preliminary Architectural concept drawings of the different buildings including submission of detailed Bill of Quantities, methodology, and tender documents for dismantling, getting approval for dismantling from concerned authorities & requirements as per NPCC /Client. This shall be submitted to NPCC within 21 (Twenty one) days.
- ii) Within 30 days after approval of preliminary Estimate by NPCC / Client, the Consultant/Architect shall have to Submit the DPR with detailed estimates, structural design, Bill of Quantities, Tender drawings, detailed Engineering, Structural and Architectural drawings, Tender Document with conditions and specifications, rate analysis of items etc., designs for all components of the scheme and detailed specifications.

- iii) The Consultant/Architect shall be responsible to start the work immediately by Taking clearance and approval from statutory / local bodies, simultaneously supply of good for construction drawings, designs for all buildings in phases as per the priority fixed by NPCC and get the drawings so prepared, approved from the Competent authority of NPCC/client/local authorities and the corresponding details shall be prepared by all means within 15 days from submission of detailed Estimate. .
- iv) The Consultant/Architect shall, while planning and preparing detailed estimate of the project, endeavor to use existing infrastructure, Construction materials which are commonly available in the market to the possible extent so as to reduce the cost of construction and time.
- 2.5 The Consultant/Architect shall discuss all the points/shortcomings/new requirements, if any with the Local bodies/clients/NPCC/State/Central Govt. authorities 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/Architect 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/Architect and shall be covered within his quoted/negotiated/finalized 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/clients/NPCC/State/Central Govt. authorities or any other authorities as applicable for proper execution of works at site till the completion and handing over of the project to the client.
- 2.10 The Consultant/Architect shall get approval of DPR/preliminary estimates/concept drawings/detailed estimates from Local bodies/clients/NPCC/State/Central Govt. authorities and any other authorities as applicable. The suggestions/modifications etc. shall be incorporated by the Consultant/Architect and shall get final approval on the DPR from all the concerned authorities.
- 2.11 Preparation & submission of 5 (Five) sets of the Tender Documents in complete shape fit for publication as specified earlier.
- 2.12 Preparation & submission of adequate no. of Detailed Designs calculations/BOQ & **6 (six)** sets of *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/Architect 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, complete 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/Architect 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 its specification and prepare tender documents for procurement of these equipments.
- 2.23 The Consultant should propose/indicate multiple Brands for all Building Items/accessories (at least three (3) numbers of equal / at-par quality) of Standard Brands for approval and incorporation in the Tender Document.
- 2.24 The Consultant or his authorized technical representatives shall attend the meetings and discussions with NPCC/Client for finalization of Drawings/Documents etc.

SECTION – IV

3.0 OTHER TERMS AND CONDITIONS

- 3.1 The Consultant / Architect shall furnish a Performance Guarantee on the Proforma of NPCC Ltd. from a Nationalized / Scheduled Bank to the extent of **5%** of the value of total consultancy fees of Consultant / Architect within 10 days of the issue of Letter of Intent. The Bank Guarantee shall remain valid till defect liability period of the project.
- 3.2 **5%** of the fee payable to the Consultant / Architect 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 / Architect after the defect liability period 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 to the Consultant / Architect against submission of a bank guarantee of equivalent amount from nationalized bank.
- 3.3 The Consultant/Architect 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, till the 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/Architect and the Consultant/Architect 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 Client. Hence any payment towards any claim of the Consultant/Architect if not considered/paid by the Client shall not be paid to the Consultant/Architect.
- 3.6 The Consultant/Architect 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's requirements.
 - viii) Bar bending schedules for the entire quantity of reinforcement to be used in the Buildings.
- 3.7 Coordination with other consultants/agencies.

- 3.7.1 The Consultant/Architect 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/Architect 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. The Consultant / Architect 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 / Architect may also be required to carryout the survey / collection of data's for the complete town (Locality) 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 / Architect 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.
- 3.8.2 In case the Consultant/Architect fails to complete the work within the Contract period or extended period as above owing to reasons attributable to the Consultant/Architect, 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/Architect. NPCC shall be entitled to deduct such damages from any of the dues that may be payable to the 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/Architect.
- 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/Architect shall not put his name or firms name on any of the documents/drawings on the DPR. The name of Consultant/Architect shall be written as **Consultant** on all the 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/Architect 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/Architect shall guarantee the performance of all the structures, other systems and services after completion of work.
- 3.12 The Consultant/Architect 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/Architect 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/Architect 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 / Architect shall also indemnify the NPCC due to such defective designs / drawings / specifications / estimates and other documents supplied by the Consultant / Architect subject to a maximum of the consultancy fees.

3.13 Variation in cost as per approved DPR.

The Consultant / Architect shall ensure at detailed design stage that the project cost is completed within the approved project cost based on the quantities given by the Consultant / Architect in the DPR, on the basis of which the project cost is approved by the NPCC / 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 / Architect subject to the scheme is not changed by NPCC / Client as proposed by the Consultant / Architect. Further, no bonus shall be payable to the Consultant / Architect in case of saving in executed quantities as compared to quantities given in the approved DPR.

3.14 While providing consultancy services, the Consultant/Architect 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/Architect 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 Seven days notice in writing being given to Consultant/Architects, if the Consultant/Architect's work is not found to be satisfactory according to the terms of the agreement or the Consultant/Architect 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/Architect's work not being satisfactory, NPCC will get the work done at the risk & cost of the Consultant/Architect.

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/Architect 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/Architect.

3.17 Completion period :-

The overall completion period for the execution of this project is 24 months.

3.18 If at any stage, the Project has been delayed by the acts of Client/funding authorities or by the deployed Civil Construction contractor for the work, nothing extra shall be payable to the Consultant/Architect. 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. The rates quoted by Consultant/Architect 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 / Architect shall be responsible for the accuracy of the data's 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 / Architect will be responsible to correct the drawings including re-investigations etc. as required without any extra cost implication on NPCC.

3.21 The Consultant/Architect shall appoint and notify a team of two senior officials of his organization as nodal officers to represent the Consultant / Architect in all the meetings / presentations with NPCC / Client / Chennai 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/Architect shall be deemed to inclusive of Income tax, Sales Tax, Turnover Tax, Work Contract Tax or any other similar tax applicable under the existing laws or levy by the statutory authorities / state / central govt. except service tax which will be reimbursed to the Consultant / Architect on production of proof for depositing the same with the Tax Authorities.

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 / Architect from time to time and the same are deemed to be included in the Consultant / Architects 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 / Architect, 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 / Architect, or any claims of the Consultant / Architect, 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 / Architect 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 / Architect.

3.27 The Consultant / Architect shall be required to sign an Agreement with NPCC within 15 days of the receipt of LOI based on these terms & conditions.

3.28 All the payments due to the Consultant/Architect shall be made by cheques.

3.29. Arbitration: Deleted

3.30. Jurisdiction

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

- 3.31 The Consultant/Architect shall fully indemnify 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/Architect. 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.

Signature of the Tenderer
with Seal and Address

NPCC LTD.

UNDERTAKING

(To be given on the Letter head)

I/We of M/s bidder
for consultancy work
of.....

.....with the Zonal
Manager, NPCC Ltd., Southern Zonal Office, House No.1316, 2nd Cross, KHB Colony,
Magadi Road, Bangalore – 560 079 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.

Signatures of the Consultant/Architect
Or Authorized Person

(Name of Firm with seal)

SECTION - V

(To be sealed in envelope No.2)

TO BE QUOTED ON CONSULTANT'S LETTER HEAD **PRICE BID**

NAME OF WORK:

*Appointment of Engineering Consultant / Architect for providing architectural and consultancy Services for the **Construction work of 7 Nos. Residential Flats after demolishing existing Residence at Chetpet, Chennai.***

. BILL OF QUANTITIES

Sl. No.	Description of the Work	To be quoted as Lumpsum in Rupees as mentioned in clause No. 1.8 (in Figures & words)
1.	<u>SURVEY CHARGES</u> : Cost towards detailed soil investigation and land surveying (including total station) for dismantling the existing building and construction of 7 Nos. Residential Flats, including submission of the report in triplicate as soft and hard copies.	Rs._____ (Rupees _____ _____ Only.
Sl. No.	Description of the Work	To be quoted in percentage and amount as mentioned in clause No. 1.8 (in Figures & words)
1.	<u>CONSULTANCY CHARGES</u> : Detailed Engineering & Architectural Consultancy Services viz. preparation of detailed estimate and methodology for dismantling works, collection of all required data's, detailed design, drawings and estimate, preparation of detailed project report (DPR) including its approval from concerned and statutory authorities, preparation of tender documents, Bill of Quantities for fixing of executing agencies, providing technical assistance during execution etc. for the Construction work of 7 Nos. Residential Flats after demolishing existing Residence at Chetpet, Chennai as per scope of work and other terms and conditions explained in the Tender Document.	_____(_____ _____) Percentage Amount on the estimated cost of Rs.320.00 Lakhs. Rs._____ (Rupees _____ _____ Only.

Note:-

- The above description of work is only indicative and bidders should consider scope of work as mentioned in the tender document before quoting their rates.
- Payment shall be released on the basis of Percentage given in "Payment Schedule" separately.
- The total percentage quoted for the scheme shall be considered to determine the lowest bidder.
- In case of difference in words & figures, the lowest among these two rates shall be taken as quoted rate.

Signatures of the Consultant/Architect
Or Authorized Person
(With full name)
(Name of Firm with Seal)

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 -----, 2012 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 (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