



A Navratna CPSE

NBCC (INDIA) LIMITED
(A Government of India Enterprise)



GENERAL CONDITIONS OF CONTRACT - 2019

www.nbccindia.com

**For Architectural & Engineering
Consultancy Services**

(PMC CONTRACTS)



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Driving Sustainable Development
- Make a Difference



A Navratna CPSE

NBCC (INDIA) LIMITED

(A Government of India Enterprise)

NBCC Bhawan, Lodhi Road, New Delhi-110003

CIN-L74899DL1960GOI003335

www.nbccindia.com

GENERAL CONDITIONS OF CONTRACT - 2019

**For Architectural & Engineering
Consultancy Services**

(PMC CONTRACTS)

ARCHITECTURAL & ENGINEERING CONSULTANCY SERVICES

I N D E X

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Section-1

NOTICE INVITING e-TENDER

**NBCC (INDIA) LIMITED
(A GOVT. OF INDIA ENTERPRISE)**

NO.-----

Dated -----

NOTICE INVITING e-TENDER

1. NBCC invites e-tender on percentage fees basis from reputed Architect / Consultant firms for providing Architectural and Engineering Consultancy Services for(Name of the work)..... as per schedule as under. The estimated Project Cost of this work is Rs.....

Bidding Document No.	
Name of the work	
Client/Owner	
Brief Scope of Work	
The Maximum Quoted Consultancy Fee to be quoted by intending tenderer.	..% of the Estimated Cost of the Work
Time for Completion of work Defect Liability period Months Months
Estimated Consultancy FeeRs.
Earnest Money Deposit	Rs.
Non-refundable cost of tender / Bid document	Rs.----- + GST @ X% in the shape of DD/PO in favour of NBCC (India) Ltd. payable at *X% shall be 18% or as prevailing on the date of NIT Bank Details of NBCC (For the purpose of BG) Name of Beneficiary: NBCC (INDIA) LIMITED Bank: Union Bank of India, Lodhi Colony, New Delhi (3524) Current A/C No. : 352401010035007 IFS Code : UBIN0535249
Non-refundable cost of e-tender processing fee	Rs.----- through e-payment gateway to ITI Ltd.
Date & time of opening of Technical bid	----- at 11.30 AM

Signature of Tenderer

Signature of NBCC

Last date & time of submission of bid (on line)	Upto 11.00 AM on or before the date of opening of Technical Bid
Period during which EMD, Cost of Bid Document, e-tender processing fee and other documents (all original) in hard form shall be submitted	Upto 11.00 AM on or before the date of opening of Technical Bid
Date & time of Design Concept Presentation	On _____ from 10.00 AM onwards
Date & time of opening of Financial Bid	On _____ at 5.00 PM
Validity of offer	150 days from initially stipulated last date of submission of Tender as per NIT.
Obtaining GRIHA / Green Building Certification	i) Required/Not Required ii) If Required..... Star Rating

The tender document can be downloaded from the websites www.tenderwizard.com/NBCC and www.eprocure.gov.in. "Corrigendum, if any, would appear only on the above web site and not be published".

2.0 Minimum Eligibility Criteria:

The interested bidders should meet the following minimum qualifying criteria:

A. Work Experience:

- i) Experience of having provided Architectural & Consultancy services for successfully completed similar works during the last 10 years ending previous day of last date of submission of tenders
 - a. Three similar works each costing not less than 40% of the estimated cost of the project
OR
 - b. Two similar works each costing not less than 60% of the estimated cost of the project
OR
 - c. One similar work costing not less than 80% of the estimated cost of the project.

"Similar works for Building Works" shall mean Residential/Non-Residential Building works of any no. of storeys".

- ii) The past experience in similar nature of work should be supported by certificates issued by the client's organisation. In case the work experience is of Private sector, the completion certificate shall be supported with copies of the Letter of Award/ Contract Agreement and Corresponding TDS Certificates. Value of work will be considered commensurate with the value of TDS Certificates.

- iii) The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to previous day of last day of submission of tenders.
- iv) Joint-venture / consortia of firms / companies shall not be allowed and the bidders should meet the above criteria themselves.

v) Foreign Certificates:

- (a) In case the work experience is for the work executed outside India, the bidders have to submit the completion/experience certificate issued by the owner duly signed & stamped, and affidavit to the correctness of the completion/experience certificates. The Architect/Consultant shall also get the completion/experience certificate attested by the Indian Embassy/consulate / High Commission in the respective country.

In the event of submission of completion /experience certificate by the Bidder in a language other than English, the English translation of the same shall be duly authenticated by Chamber of Commerce of the respective country and attested by the Indian Embassy/consulate / High Commission in the respective country.

- (b) For the purpose of evaluation of Bidders, the conversion rate of such a currency into INR shall be the daily representative exchange rate published by the IMF as on 7 (Seven) days prior to the Last Date of Submission including extension(s) given if any.

vi) Certificates of Subsidiary/Group Companies:

Any company/firm while submitting tender can use the work experience of its subsidiary company to the extent of its ownership in the subsidiary company. However, the companies/firms which intend to get qualified on the basis of experience of the parental company/group company/ownworks, shall not be considered. In case of a Company/firm, formed after merger and/ or acquisition of other companies/firms, past experience and other antecedents of the merged/ acquired companies/firms will be considered for qualification of such Company/firm provided such Company/firm continues to own the requisite assets and resources of the merged/ acquired companies/firms relevant to the claimed experience.

B. Financial Strength:

- 1. The Average annual financial turnover for last 3 years shall be at least 50% of the estimated consultancy fee put to tender. The requisite Turn Over shall be duly certified by a Chartered Accountant with his Seal/ signatures and registration number.
- 2. In case of Companies/Firms less than 3 years old, the Average annual financial turnover shall be worked out for the available period only.

The bidders are required to upload and submit page of summarised Balance Sheet (Audited) and also page of summarised Profit & Loss Account (Audited) for immediate last three years.

3. The intending tenderer(s) must read the terms and conditions of this GCC carefully. He should only submit his bid if eligible and in possession of all the documents required.
4. Information and Instructions for tenderers posted on website shall form part of bid document.
5. The bid document consisting of scope of work and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.tenderwizard.com/NBCC or www.eprocure.gov.in free of cost.
6. Those Architect firms/ Consultants not registered on the website mentioned above are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
7. The intending tenderer(s) must have valid class-III digital signature to submit the bid.
8. On opening date, the Architect Firm/Consultant can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
9. Architect firm / Consultant should upload documents in PDF format.
10. Architect firm/ Consultant must ensure to quote rate in percentage. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue. The rate shall be Quoted upto 2 Decimals.

In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the tenderer, rate of such item shall be treated as "0" (ZERO).

11. Notwithstanding anything stated above, NBCC reserves the right to assess the capabilities and capacity of the tenderers to perform the contract in the overall interest of NBCC.
12. The tenderer(s) is/are required to quote strictly as per the terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.
13. The tenderer(s) if required, may submit queries, if any, through E-mail and in writing to the tender inviting authority to seek clarifications within 07 days from the date of uploading of Tender on website. NBCC will reply only those queries which are essentially required for submission of bids. NBCC will not reply the queries which are not considered fit like replies of which can be implied /found in the NIT/ Tender Documents or which are

not relevant or in contravention to NIT/Tender Documents, queries received after 07 days from the date of uploading of Tender on website, extension of time for opening of technical bids, etc. Technical Bids are to be opened on the scheduled dates. Requests for extension of opening of Technical Bids will not be entertained.

Further, queries regarding Design concept presentation also will not be entertained after 07 days from the date of uploading of tender on website. Bidders have to give Design concept presentation on the basis of the available data and after collecting information regarding plot area, local heritage, plot connectivity with main road, etc. by visiting the site. Missing link, if any, may be assumed by the bidders with best possible option for presentation since this stage is meant to assess and evaluate the overall understanding of bidder about subject matter and the Project in particular.

14. NBCC reserves the right to reject any or all tenders or cancel/withdraw the Invitation for Bids without assigning any reason whatsoever and in such case no tenderer / intending tenderer shall have any claim arising out of such action.
15. Integrity Pact as per Annexure-III under Section-6 (For all contracts having estimated consulting fees valuing Rs. 5.00 Crores and above): Integrity Pact duly signed by the tenderer shall be submitted. Any bid without signed Integrity Pact shall be rejected.

15.1 Independent External Monitors

- (i) In respect of this consultancy assignment, the Independent External Monitors (IEMs) would be monitoring the bidding process and execution of contract to oversee implementation and effectiveness of the Integrity Pact Program.
- (ii) The Independent External Monitor(s) (IEMs) have been appointed by NBCC, in terms of Integrity Pact (IP)-Section 6, which forms part of the tenders/Contracts. Contact details of the Independent External Monitor (s) are posted on NBCC's website i.e. www.nbccindia.com.
- (iii) This panel is authorized to examine / consider all references made to it under this tender in terms of Integrity Pact. The Independent External Monitors (IEMs) shall review independently, the cases referred to them to assess whether and to what extent the parties concerned comply with the obligations under the Integrity Pact entered into between NBCC and Consultant.
- (iv) The Independent External Monitors (IEMs) has the right to access without restriction to all Project documentations of the Employer including that provided by the Consultant. The Consultant will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Sub-consultants. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Consultant / Sub-Consultants etc. with confidentiality.

16. Earnest Money Deposit:

Earnest Money Deposit of amount as mentioned in "NIT of Tender" required to be submitted along with the tender shall be in the form of Demand Draft payable at place as mentioned in NIT in favour of NBCC (India) Limited from any Scheduled bank. The Bank Guarantee towards EMD is also acceptable (in the prescribed format as per Section-6) issued from any Nationalized Bank/Scheduled Banks. EMD shall be submitted in the prescribed proforma.

The EMD shall be valid for a minimum period of 180 (One Hundred eighty) days from the original last day of submission of bid as per NIT. The EMD shall be scanned and uploaded to the e-Tendering website within the period of bid submission and original should be deposited in office of NBCC.

16.1 The EMD shall be payable to NBCC without any condition(s), recourse or reservations.

- i) The Bid will be rejected by NBCC as non-responsive and shall not be considered in case EMD is not received in physical form.
- ii) The EMD of bidders other than L1 will be returned within 15 days, after opening of Financial Bid.
- iii) The EMD of the successful consultant will be discharged after the consultant has furnished the required acceptable Performance Guarantee.
- iv) No interest shall be paid by NBCC on the EMD.
- v) The EMD may be forfeited:
 - a) If a consultant withdraws the bid after bid opening during the period of validity;
 - b) If, any unilateral revision in the offer is made by the tenderer during the validity of the offer.
 - c) Upon non acceptance of LOI/LOA, if and when placed In the case of a successful consultant; if the consultant fails to Sign the Agreement with in the 30 days from the date of issue of LOA or furnish the required performance security or fail to commence the work within the stipulated time period prescribed in the contract.
 - d) If the bidder furnishes any incorrect or false statement/information/document.
 - e) If the bidder does not intimate the names of persons who are working with him in any capacity or are subsequently employed by him who are near relatives to any officers of NBCC and/or name of bidder's near relative who is posted in the project office/concerned zonal/SBG/RBG office of NBCC.
 - f) If Consultant commits any breach of Integrity Pact.

17. Interested Architect firm / Consultant who wish to participate in the bid has also to make following payments in the form of Demand Draft or Pay Order or Banker's Cheque of any Scheduled Bank and to be scanned and uploaded to the e-Tendering website within the period of bid submission:
- i) Cost of Bid Document: Demand Draft or Pay Order or Banker's Cheque should be drawn in favour of NBCC (India) Ltd payable at New Delhi.
 - ii) e-Tender Processing Fee is to be paid through e-payment gateway to e-Tender Services Provider of NBCC.
 - iii) Cost of Bid Document and proof of e-tender Processing Fee & EMD accordingly, shall be placed in single sealed envelope superscripted as "Earnest Money, Cost of Bid Document and proof of e-tender Processing Fee" with name of work and due date of opening of the bid also mentioned thereon.

Certificate of work experience (if required) and other documents as specified in the tender shall be scanned and uploaded to the e-Tendering website within the period of bid submission and certified copy of each shall be deposited in a separate envelop marked as "Other Documents".

18. List of Documents to be scanned, uploaded and also to be submitted in hard copy within the period of bid submission:
- a. Demand Draft/Pay order or Banker's Cheque / Bank Guarantee of any Nationalized / Scheduled Bank against EMD.
 - b. Demand Draft/Pay order or Banker's Cheque of any Scheduled Bank towards cost of Bid Document.
 - c. Proof of payment through e-payment gateway to ITI Ltd.
 - d. Annexure-I to Annexure-XIII if applicable
 - e. Corrigendum / Addendum / Other documents, if any
 - f. Power of Attorney of the person authorised for signing /submitting the tender.

NOTE:

1. All the uploaded documents duly sealed and signed by the Power of Attorney holder should be in readable, printable and legible form failing which the Bids shall not be considered for evaluation. The document submitted in hard copy should be duly page numbered.
2. In case of Foreign bidders participating individually, the bidder is exempted from submission of GST/EPF/ESIC registration/PAN etc. including all other statutory registrations/ permissions/ approvals for executing work in India during bid submission. However, foreign bidders have to submit undertaking stating that they will

be complying with such mandatory requirements within 60 days of issue of Letter of award.

The Contract agreement shall be signed only after meeting out all such requirements. No payment shall be released till such registration(s). In case of non-fulfilment of any such requirement by the bidder in due course of time, EMD shall be forfeited and the party will be put under holiday list.

The foreign bidder can provide the credit limit documents in lieu of Solvency Certificate.

19. Set of Tender Documents:

The following documents will constitute set of tender documents:

- a) Notice Inviting E-Tender
- b) Quoting Sheet for Tenderer
- c) General Conditions of Contract
- d) Special conditions of Contract (SCC)
- e) Site Layout/Plan, Drawings if available
- f) Annexure-I to Annexure-XIII
- g) Corrigendum / Addendum / Other documents, if any

20. The bidders are advised to submit complete details with their bids. The Technical Bid Evaluation will be done on the basis of documents uploaded on e-tendering web site(s)/ submitted by the bidders with the bids. The information should be submitted in the prescribed proforma. Bids with Incomplete/Ambiguous information will be rejected.

The Bank Guarantee for EMD submitted by the bidders shall be strictly in the format prescribed in GCC. In case, EMD is not found verbatim in the prescribed format, the bid will be liable for rejection.

The envelope containing Technical bid should also indicate clearly the name of the tenderer and his address. In addition, the left hand top corner of the envelope or container should indicate the name of the work, name of the document in the envelope with bid opening date and time and addressed to address mentioned above and shall reach up to 11:00 Hrs on or before date of Technical Bid. The on line bid shall be opened at 11:30 Hrs. on the same day.

Online technical bid documents submitted by intending tenderers shall be opened only of those tenderers whose Earnest Money Deposit of requisite amount, Cost of Bid Document, e-Tendering processing fee, Unconditional letter of acceptance and Affidavit for correctness of documents/information are found in order.

The bid submitted shall become invalid, if:

- i) The tenderer is found ineligible.
 - ii) The tenderer does not upload all the documents (including GST registration) as stipulated in the bid document.
 - iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of tender opening authority.
 - iv) Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
21. Before the last time and date of submission of bid as notified, the tenderer can submit revised bid any number of times.
22. The bid for the works shall remain open for acceptance for a period of 150 days from the last date of submission of bid including the extension given, if any. In case any tenderer withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to NBCC, then NBCC shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid. Further the tenderers shall not be allowed to participate in the re-bidding process of work.
23. The acceptance of any or all tender(s) will rest with NBCC who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all of the tenders received without assigning any reason thereof.
24. On acceptance of tender, the name of the accredited representative(s) of the Architect / Consultant who would be responsible for taking instructions from Engineer-in-Charge or its authorized representative shall be intimated within 07 days of issue date of Letter of Award(LOA)/ Letter of Intent(LOI) by NBCC.
25. Date of Start of work shall be reckoned from the 10th day after issue of the letter of Award (LOA)/ Letter of Intent (LOI)by NBCC.
26. The award of consultancy work, execution and completion of work shall be governed by tender documents consisting of (but not limited to) NIT, General Conditions of Contract, Special Conditions of Contract, Technical Evaluation, Price bid, etc. The tenderers shall be deemed to have gone through the various conditions while making/preparing their technical & financial proposals & submitting the Bid(s) including site conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of tenderer will affect his price/rates before quoting their rates.
27. **ORDER OF PRECEDENCE OF DOCUMENTS**
In case of difference, contradiction, discrepancy, with regard to General Conditions of contract, Special Conditions, Specifications,

Corrigendum/Clarification(s) issued, Drawings, Bill of quantities etc. forming part of the contract, the following shall prevail in order of precedence.

1. Letter of Award, along with statement of agreed variations and its enclosures, if any.
 2. Corrigendum, Addendum, Clarifications etc.
 3. Special Condition of Contract.
 4. Description of Bill of Quantity / Schedule of Quantities.
 5. General Conditions of Contract.
 6. Drawings
 7. CPWD/ MORTH specifications (as specified in Technical Specification of the Tender) update with correction slips issued up to last date of receipt of tenders.
 8. Relevant B.I.S. Codes.
28. Design Concept Presentation will be held on 14th day from the date of opening of the Technical Bid. The bidders qualified in Technical Bid Evaluation will be intimated through email minimum 48 hours prior to the Design Concept Presentation.
29. Financial Bid will be opened at 5 PM on the date of the Design Concept Presentation in the presence of participants who choose to attend the opening of the Financial Bid.
30. In case of any query please contact ShriPhone No:Email Id:during office hours.

Section-2

INSTRUCTIONS TO CONSULTANT

INSTRUCTIONS TO CONSULTANT

1.0 Introduction

1.1 The Architect firms / Consultants are invited to submit a Technical bid together with a Financial bid. The tender will be the basis for technical discussions/negotiations if required and ultimately for a signed Contract with the selected Architect firm /consultant.

1.2 Architect firms/consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Architect firms/consultants are desired to visit the site before submitting a proposal. Architect firms/Consultants or his authorised representative should contact the following regarding site specific information and site visit enquiry.

Contact :

Address :

Facsimile :

Phone No :

Mobile :

1.3(a) NBCC will provide the inputs to the Architect firms/consultants, if available. However, NBCC does not assume any Responsibility for any loss or financial damages on account of use of such information by consultant & consultants are advised to collect their own information for preparation, submission of bids & execution of services after award of work.

1.3(b) The Architect firms/consultants shall be responsible for obtaining licenses and permits to carry out the services.

1.4 Architect firms/consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation, site visits etc. NBCC / Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Architect firms/consultants.

1.5 Conflict of Interest

1.5.1 NBCCs policy requires that Architect firms/consultants provide professional, objective, and impartial advice and at all times hold NBCC's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.5.2 (i) Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting assignments

(ii) An Architect firm/consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Employer.

Conflicting relationship

(iii) An Architect firm/consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of NBCC's staff who is directly or indirectly involved in any part of (a) the preparation of the Terms of Reference of the assignment, (b) the selection process for such assignment, or (c) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to NBCC throughout the selection process and the execution of the Contract.

1.5.3 Architect firms/consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of NBCC, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Architect firm/consultant or the termination of its Contract any time, throughout currency of the work.

1.5.4 No agency of current employees of NBCC shall work as Architect firms/consultants. Recruiting former employees of NBCC to work is acceptable provided no conflict of interest exists.

1.6 Fraud and Corruption

1.6.1 NBCC requires that the Architect firms/consultants participating in selection process adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, NBCC:

(a) Defines, for the purpose of this paragraph, the terms set forth below:

(i) "corrupt practice" means the offering, promising, giving, receiving, or soliciting, directly or indirectly, of anything of value which he is not legally entitled to, to influence the action of a public official in the selection process or in contract execution;

- (ii) "fraudulent practice" means a wilful misrepresentation or omission of facts or submission of fake/forged Documents in order to influence a selection process or the execution of a contract;
 - (iii) "collusive practices" means a scheme or arrangement whether formal or informal, between two or more consultants with or without the knowledge of NBCC, designed to establish prices at artificial, non-competitive levels, submission or non-submission of Bids;
 - (iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) will reject a proposal for award if it determines that the Architect firm/consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question; and
- (c) will sanction an Architect firm/consultant, including declaring the Architect firm/consultant ineligible, either indefinitely or for a stated period of time, for award of a contract if at any time determines that the Architect firm/consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract.
- 1.7 The Architect firm/consultants should be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 1.8 Only One Proposal**
- The Architect /consultant firm shall only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.
- 1.9 Proposal Validity**
- The Architect firm /consultant tender must remain valid for 150 days after the last date fixed for submission of tender including the extension(s) given, if any.
- 1.10 Association of Sub-Consultants (for specialised work)**
- Architect Firm/Consultant may associate with sub consultant(s) for specialized works such as Interior design, HVAC, Lift, Fire-fighting, Landscape etc. The details of such sub consultant shall be mentioned by the Architect firm /consultant in the attached format at Annexure-XII at the time of submission of Bid.

1.11. The benefits under the Govt policies (Such as public procurement (preference to make in India) order 2017 or any further revision at any later date shall be provided to the eligible bidders on submitting the relevant supporting documents.

2.0 Clarifications and Amendment of Bid Documents

2.1 Architect firms/consultants may request for a clarification on any clause(s) of the Bid documents within 7 days from the date of uploading of Tender on website. Any request for clarification must be sent in writing, or by standard electronic means to NBCC's address. NBCC will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without disclosing the Source of query) to all Architect firms/consultants. Should NBCC deem it necessary to amend the bid document as a result of a clarification or any other reasons it shall do so following the procedure under Para 2.2.

However, NBCC reserves the right to respond the queries after cut-off date as mentioned above.

2.2 At any time before the submission of tender, NBCC may modify/ amend the bid document and extend the last date of submission/ opening of the tender by issuing a corrigendum/ Addendum.

Any Corrigendum/Addendum thus issued shall form part of tender document and shall be posted only on website www.tenderwizard.com/NBCC and www.eprocure.gov.in and the Consultants are thus advised to update their information by using said website. To give the Consultant reasonable time to take an amendment into account in their bids and on account of any other reasonable circumstances, NBCC may at its discretion, extend the deadline for the submission/ opening of the tender.

3.0 Preparation of Bid Proposal

3.1 In preparing their tender, Architect firms/consultants are expected to examine in detail the tender document. The tender shall contain technical & financial Bids.

3.2 The bid proposals, all related correspondence exchanged by the Architect firms/consultants & NBCC and the contract to be signed with the winning consultant shall be written in the English language.

3.3 Technical Bid Proposal

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

3.4 Financial bid Proposals

The Financial bid shall not include any commercial or technical condition/information. Financial offer shall be submitted as per Section-5 in Percentage Rate.

4.0 Submission, Receipt and Opening of bids

4.1 The original bids (Technical bid and Financial bid) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed tender documents must initial such corrections. Letter for acceptance of tender condition should be submitted in the prescribed format of Annexure-II, Section-6.

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

4.3 NBCC shall open the Technical bid after the deadline for the submission of original in hard form as per NIT. The Financial bid shall remain securely stored.

4.4 The evaluation of bids shall be done as described in the Section-4 for tenders invited on Quality and Cost based System.

5.0 Confidentiality

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

Section-3

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

1. Definitions

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

- a) **Approved** means approved by NBCC's Engineer-in-Charge in writing including subsequent confirmation of previous approval and 'Approval' means approval by NBCC's Engineer-in-Charge in writing as above said.
- b) **Applicable Law** means the laws and any other instruments having the force of law in India.
- c) **Architect firm /Consultant** mean any private or public entity that will provide the Services to NBCC under the Contract.
- d) **Building** shall mean the Construction of proposed building.
- e) **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between NBCC and the contractor, together with the documents referred to therein including these conditions, the specifications, design brief, basic drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- f) **Contract Price** means the price to be paid for the performance of the Services, in accordance with Section-5.
- g) **Engineer-in-Charge** means the Engineer as may be duly appointed and authorized in writing by NBCC to act as "Engineer-in-charge" on his behalf for the purpose of the contract, to perform the duty set forth in this General condition of contracts and other contract documents.
- h) **Estimated Cost** means estimated cost put to tender for inviting financial bid from the Architect firm/Consultant for Architectural planning, designing and detailing.
- i) **In writing** means communicated in written form with proof of receipt.
- j) **Language** means all documents and correspondence in respect of this contract shall be in English Language.
- k) **Letter of Award (LOA)/Letter of Intent (LOI)** shall mean NBCC's letter or notification conveying his acceptance of the tender subject to such conditions as may have been stated therein.

- l) **Month** means English Calendar month 'Day' means a Calendar day of 24 Hrs each.
- m) **NBCC** shall means NBCC (India) Limited, a company registered under the Indian Company Act 1956, with its registered office at NBCC Bhawan, Lodhi Road, New Delhi or its Administrative officers or its engineer or other employees authorized to deal with any matter with which these persons are concerned on its behalf.
- n) **Owner/Client** means the Government, Organization, Ministry, Department, and Society, Cooperative etc. which has awarded the work / project to NBCC and on whose behalf NBCC is entering into the contract and getting the work executed.
- o) **Site** shall mean the site of the contract/Architectural works including any building and erection thereon and any other land adjoining thereto (inclusive) as aforesaid allotted by NBCC or the Engineer for the contract's use.
- p) **Services** means the work to be performed by the Consultant pursuant to this Contract, as described in Bid Document.
- q) **Sub-Consultants** means any person or entity to whom /which the Consultant subcontracts any part of the Specialised Services.
- r) **Writing** means any manuscript typed written or printed statement under or over signature and/or seal as the case may be.
- s) Words imparting the singular meaning only also include the plurals and vice versa where the context requires. Words importing persons or parties shall include firms and corporations and organizations having legal capacities.
- t) The headings in the clauses/conditions of contract are for convenience only and shall not be used for interpretation of the clause/ condition.

2.0 Scope of Work:

NBCC would furnish the requirements and area schedule for various functions to the Architect firm /Consultant, the Architect firm/Consultant shall, there upon, render the following services and deemed to be included in their quoted price unless mentioned otherwise:

I. Preliminary Stage

A. Preliminary Concept Report:

The Consultant shall

- a) Furnish a site evaluation and analysis report with basic approach to Circulation, activity, distribution and interaction and external linkage.

- b) NBCC shall provide the Topographic Survey Drawings & Soil Investigation Report to the consultant. However, it shall be the responsibility of consultant to carry out additionally the Soil Investigation if required at his own cost. Further, consultant is not absolved of his responsibility of accuracy of his design on account of topographic survey/soil investigation provided by NBCC. The Consultant is also responsible for collection of any data/information which he may need for his design from any relevant source including (but not limited to) statutory bodies, Power Distribution companies etc.
- c) Report on Ultimate disposal point, intermediate rain water harvesting system and Source/availability of electricity, water and other services to be identified.
- d) In case of project requirement or as per the requirement of MOEF/State Govt. authorities, the consultants shall Conduct Environmental Impact Assessment (EIA) & furnish preliminary report on environmental impact of the project and finalize it after discussion with the client clearly outlining the measures required for mitigating the adverse impact.
- e) Prepare site plan (layout plan) showing contours, features and services and facilities available, general layout of buildings and services, preliminary sketch and design with drawing, giving details of useful areas, services areas, circulation area and total plinth area and preliminary estimate to provide information in respect of magnitude of work and its component and service and cost of all such items involved. The Architect firm/Consultant should submit the design and modify it if considered necessary by NBCC. Site inspections for finalization of above details shall be conducted by the Architect firm/Consultant.
- f) Prepare plinth area rate estimate as per CPWD norms. The estimate shall also include the non-PAR items on prevailing market rate along with justification, specification.
- g) Obtain the approval of NBCC/client of (e & f) above and supply 6 copies of approved site plan (Layout Plan).
- h) Preparation & submission of models (in the desired scale) and perspective views of the complete scheme as per requirement of NBCC/Client.
- i) The consultant shall prepare and give presentations on the schemes as and when required by NBCC/Client and shall incorporate the changes desired by NBCC / Clients without any extra cost.

B. Preliminary Planning:

- a) Preliminary planning of all internal and external utility services like water supply, sewerage, storm water drainage, electrical, HVAC (Heating, Ventilation and Air-conditioning) Fire Alarm & Fire-fighting appliances acoustics, telephone conduit, street/compound lighting landscaping, Rain water harvesting, development plans showing roads, paths, parks, paved areas, drains, culverts, compound walls, external lighting, Electrical sub-station, DG sets, Lifts, interior design and graphic signage, security system, telecommunication system etc. indicating scope, specifications and costs separately of such sub-head. The scope of work shall be as defined above, however, NBCC reserves the right to exclude any of the above services from the scope of the Consultants' work.

The Consultant shall also conduct a survey regarding number and type of existing trees at proposed site. The master plan/ layout of buildings/ amenities shall be prepared in such a way that the maximum number of existing trees can be retained at site.

The consultant shall provide above details in writing for approval of the Engineer In-charge along with tree planting and transplanting scheme as per the requirement of the project site.

- b) Prepare the DPR covering the following:
- i) Detailed Architectural, structural, & flowchart drawings.
 - ii) The Structural design details shall be got proof checked by Consultant, if so ordered by Local Municipal Corporation Authorities/State/NBCC/Central Govt. from any of the IITs/NITs/Institution, approved by NBCC. The consultant has the obligation to make as many required modification in the design incorporating the observation of above authority and re-submit the design and drawing. Fees of proof checking institution/agency shall be reimbursed on actual basis by NBCC.
 - iii) Detailed specifications of each work.
 - iv) Bills of quantities duly priced along with take-off sheets. 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.

The consultant shall supply six copies of the same with the preliminary drawings to NBCC.

- c) Submit market rate analysis for Non Schedule Items supported with Quotations.

- d) Collection of all data regarding existing services in the area like Sewer, Power, Water supply, Metro, Rail/ Roads.

The Consultant shall also conduct a survey regarding number and type of existing trees at proposed site. The master plan/ layout of buildings/ amenities shall be prepared in such a way that the maximum number of existing trees can be retained at site.

The consultant shall provide above details in writing for approval of the Engineer In-charge along with tree planting and transplanting scheme as per the requirement of the project site.

- e) Obtain the approval of layout plan & drawing from the competent authority, statutory body, if necessary, according to the local Acts, laws, Regulations etc. and make any changes desired by such authorities. The approved/modified layout plan and drawings are to be submitted to NBCC.
- f) The consultant will incorporate eco-friendly building materials like fly ash bricks, low VOC paints energy efficient equipment & fixtures etc. as per prevailing government rules.
As per MoE&F guidelines, the consultant shall incorporate the Fly Ash products such as cement, concrete, bricks, blocks, tiles etc. or similar products or a combination or aggregate of them for the projects fall within a radius of 300 Kms. from a coal or lignite based thermal power plant.
- g) The Consultant shall incorporate the principles of Life Cycle cost in the design in line with GFR Rules 2017-Rule No 136.
- h) To prepare & submit required set of Tender Documents, Tender Drawings, BOQ, Estimates, Specifications etc.
- i) Design Calculations for all the components of the schemes including getting approvals from the concerned authorities.
- j) Detailed Structural Drawings/Design Calculations for all the components of the scheme.
- k) Detailed Electrical/Mechanical Drawings/Design Calculations for all the components of the schemes including getting approvals from the concerned authorities.
- l) Detailed Technical specifications for all the non-scheduled items proposed in the schemes.
- m) Any other drawings/information's/details required for completion and execution of work but not mentioned above.
- n) The consultant shall discuss all the points/shortcomings/new requirements, if any with the Local bodies/ Govt/ Authorities/NBCC/ State/Central Govt. and shall take their concurrence on all the observations.

- o) 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.
- p) Undertake site visits or to attend meetings to collect details/data/information required for planning purposes, holding necessary discussions with NBCC/Clients representatives/local bodies and obtaining requirements of the Project and attending meetings with officials of Local bodies/Govt. Authorities/State/NBCC/Central Govt. or any other agency, as and when required.
- q) Consultant shall ensure that all the approved makes for each respective items to be used in the works are proposed by them, Make in India (MII) only as per the norms of minimum local content required as defined in Public Procurement (Preference to Make in India) order 2017 or any subsequent revision.

In case, where reputed MII makes are not available, names of only imported/foreign makes shall not be specified, instead requisite specifications of the materials shall be given in the tenders.

II Working Drawing Stage:

The preparation of detailed working drawings with details incorporating services and schedule of quantities.

This will include:

- a) Preparation of working and detailed architectural and structural drawings and detailed estimate as per the latest Delhi Schedule of Rates of CPWD(DSR) or any other Standard Schedule of Rates (SOR) for civil work, electrical works and CPWD specifications for civil works, General specifications for electrical works Part I (Internal), Part II (External), Part III (Lifts and escalators), Part IV (Substation), Part V (Wet riser and sprinklers system), Part VI (HVAC works), Part VII (DG sets) and other CPWD specifications for services like substation, Air conditioning etc. for all items of the above work, including internal and external utility services, along with details of quantities (Bill of quantities), supporting calculations and details of structural design for whole of the work or in part of to facilitate call of tender in stages by NBCC.

For items not covered by the schedule of rates the Architect/Consultant would provide details specifications, description of the item and market rates.

- b) To prepare & submit good for construction drawings & visit the sites of work regularly as per requirement of Local bodies Authorities/NBCC/State/Central Govt. to solve the problems of site & issue necessary clarifications/details of the Project.

- c) Analysis of rates for Schedule and non-schedule items on current market rates of materials, labour and POL.
- d) Obtaining approval of local authorities, if any, and make changes required by them
- e) Preparation & submission of adequate no. of the Tender Documents/ Tender Drawings comprising BOQ/Estimates, particular specifications etc. as required by NBCC.
- f) 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 NBCC. The structural design shall have to be done on STAAD-Pro software (latest version).
- g) Preparation & submission of Detailed Engineering Drawings, Detailed specifications & list of makes for all the equipments to be installed at site.

III. Construction Stage:

- a) Supply to NBCC eight copies of the detailed working drawings, specifications, Bill of quantities and detailed estimates etc. free of charge for use during execution of work.
- b) Supply to NBCC such further drawings, specifications or details which may be required for proper execution of work.
- c) Obtaining approval from any statutory body/local Govt. Body like Pollution Control Board, Environmental clearance etc. as applicable to this project for execution of work or for designs/drawings of the scheme.
- d) Obtain NBCC's approval for any material deviation in design, cost, working drawings, schedule and specifications from the approved scheme.
- e) Carrying out all modifications /deletions /additions / alterations /in design/drawing/documents as required by Local Bodies Authorities /State / NBCC /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.
- f) Provide BOQ, Specifications, detailed analysis for any extra / substituted items and its justification.
- g) 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.

After each site visit the Architect should confirm that the work is being executed as per drawings & specifications and deviations if any shall be brought to the notice of NBCC.

- h) For all contracts having estimated project cost as per NIT valuing Rs. 100 crs& above, 1 no. of Architect / Engineer to be deployed on site for day to day coordination by the consultant.

IV. Completion Stage:

- a) Obtaining completion and occupation certificates, wherever necessary from the local bodies after completion of work and inspection by Municipal/Fire/Electrical Inspectors and supply the same to NBCC. For this purpose, any assistance required from NBCC will be extended to the consultant. Any statutory fee payable to local bodies for issue of completion certificate shall be borne by NBCC.
- b) Prepare completion drawings; including 1:100 scale plans elevations and cross sections etc. indicating the details of the building and all internal and external services as completed and supply 4 sets of completion drawings to NBCC and also hand over the original of the completion drawings to NBCC. The changes, if any during the execution of work will be intimated by NBCC to the consultants for preparation of above drawings.
- c) Preparation & submission of completion reports, Operation & maintenance manual, completion of as built drawings and documents for the project as required and acceptable to NBCC and Clients/local bodies/or any other authorities applicable including getting 'completion certificate' from concerned authorities, if required.
- d) Assist NBCC in Arbitration/Litigation case(s) that may arise out of the contract entered into, in respect of above work, regarding clarifications / interpretations, supply of drawings, designs, specifications as and when required. The consultants' role will be limited to these clarifications only and unless specifically required by Arbitrator/Court, he shall not be required to participate in actual Arbitration/Litigation proceedings.
- e) Consultancy for obtaining GRIHA / Green Building Certification, as mentioned in the NIT.

V. Defect Liability Stage:

The Defects Liability Period for this Project shall be reckoned from the date of issue of taking Over Certificate or completion certificate by the Client/Statutory Bodies whichever is later. The consultant shall visit the site and provide all the drawings/details for rectification of defects, if any.

3.0 Payment of Remuneration:

3.1 Remuneration

The fee includes planning, designing and periodical supervision during construction of the project, travel expenses towards periodical supervision, for attending meetings with NBCC/Clients/ visits to local authorities, etc. by the Consultant and or by their technical persons. For all contracts having estimated project cost as per NIT valuing Rs. 100 crs & above & above, in addition to above, the fees should also include cost of providing local representative (Architect / engineer) for day to day liaisoning and all expenses shall be borne by the consultant. In case of non-deployment, recovery @ Rs. 25000/- per month shall be made from the running bills of the Consultants.

All payments shall be made in Indian currency only.

(a) The Consultancy Fee:

NBCC agrees to pay the Architect firm/Consultant fees for the professional services to be rendered by them as herein above described at 2(I), II, III, IV & V in clause - 2 "Scope of Work" of section-3.

The payment of fee to the Architect firm/consultant shall be restricted to the project cost. For the purpose of payment of fees, the project cost shall be lowest of the following:

1. The actual cost of the project on completion; or
2. DPR /preliminary cost approved by NBCC/Client; or
3. Estimated cost of the project put to tender.

The actual completion cost of the project or DPR /preliminary cost approved by NBCC/Client or Estimated cost of the project put to tender shall not include the following:

- Cost of land, if any.
- Payment to statutory bodies/local authorities/Green Building Certification Authorities/State/Central Government.
- Any fee, deposit and payment towards services rendered by local Authorities/State/Central Govt.
- NBCC agency charges.
- Contingencies charges
- Escalation in tendered cost of work due to variations in the cost of labour, material, specifications etc. shall not be paid
- Extra/substituted items, deviations (plus/minus)

- (b) The above fee at 3.1 (a) is inclusive of fee payable by the consultant to any other consultant/Associate(s) and nothing extra shall be payable by NBCC for this purpose.
- (c) The Architect/ Consultant shall submit all running bills and final bill to NBCC online through e-billing portal available in the NBCC website. All the required documents e.g. measurement sheet and Tax invoice etc. shall also be uploaded in the portal.

4.0 Mode of Payment:

- i) Milestone payment schedule for various activities are as under:

SL. No.	Milestone Achieved	Extent of Payment/ Percentage of Payable Fee
1	Preparation of Conceptual Project Report including Site (Layout) Plan of buildings and services, concept drawings of all buildings, Preliminary Estimate, giving Presentations on the schemes to NBCC/client and incorporating modifications, if any, Obtaining its approval from NBCC/client.	(15%)
2	Preparation of required drawings and approval from all local/ Statutory authorities, Preparation of Models/ Perspective views/ walkthrough etc.	(15%)
3	Preparation and Submission of all drawings including architectural, structural, internal and external utility services, finishing schedules etc. indicating complete scope, Obtaining its approval from NBCC/client, if required. Submission of Detailed design calculations/ take-off sheets, complete Tender Documents including BoQ, Technical Specifications, List of recommended makes, Drawings, Analysis of rates, Detailed Estimate indicating cost separately for each sub-head.	(15%)
4	Issue of good for construction architectural drawings	(5%)
5	Structural drawings, design details of all services including issue of good for construction drawings including proof checking, if required	(10%)
6	During the execution of work (on pro-rata basis) Commensurate with the value of the work executed	(25%)
7	Balance after successful commissioning of the building/project and getting completion certificate from authorities, Defect Liability period whichever is later	(15%)

Note: The part payment against above stages on part completion of required scope of work under a particular stage can only be released in special cases as per decision of Engineer in-charge by mentioning the reasons for the same.

- a) All the payments due to the consultant shall be made online and no cheques/ draft shall be issued.

4.1 In case the project does not get sanctioned from clients, the consultant shall be paid a lump sum amount limited to Rs. 50,000 (fifty thousand) for the project value upto Rs. 50.00 Crs and @0.01% of the project value above Rs. 50.00 Crs subject to the ceiling of Rs. 5 Lakhs.

5.0 Additions, Alterations and Variation:

- i. NBCC shall have the right to request in writing for additions alterations, modifications or deletions in the design and drawing of any part of the work and to request in writing for additional work in connection therewith and the consultants shall comply with such requests without any extra cost.

No extra payment shall be made to Consultant by NBCC on account of such Additions & Alterations as enumerated above, provided the total built up area remains same.

- ii. The consultant shall not make any material deviation, alteration, addition to or omission from the work except without first obtaining the written consent of NBCC.

iii. **Variations**

The overall variations in actual cost of project w.r.t the approved estimated cost by more than 5% (five percent), Consultant shall be levied penalty maximum up to 10% of the consultancy fees and shall be recovered from their final bill. The decision of the Engineer-in-charge in this regard shall be final and binding on the Architect firm/Consultant.

5.1 If the work in full or part is withdrawn from NBCC by the Client, the same shall be withdrawn from the scope of consultant and proportionate consultancy fee shall be paid only upto the stage for which the consultancy work has been completed subject to if it has been paid to NBCC by Client and the consultant shall have no further claim whatsoever on this account on NBCC/Client.

5.2 If any additional works are awarded by the client, and if NBCC desires, the consultant shall carry out additional work. However, this will be considered subject to the satisfactory performance of the consultant and the consultancy fee shall be calculated as per payments decided by NBCC/Client and the consultant shall have no further claim whatsoever on this account of NBCC/client.

- 5.3 Notwithstanding anything stated anywhere else, the milestone linked payment to the consultant as per table under Clause 4.0(i) shall be payable subject to the condition of project getting sanctioned from the clients only. However, in case the project is not sanctioned by the client, the payment liability of NBCC to the consultant shall be limited to the extent as provided in the Clause 4.1 mentioned above and no claim, whatsoever of the consultant shall be admissible in this regard.

6. Taxes and duties

- 6.1 The contract price is inclusive of all taxes, duties, cess and statutory levies payable under any law (as applicable on the date of submission of bid) by the contractor in connection with execution of the contract.

The contract price will be adjusted prospectively for any increase / decrease in the GST rate on works contract notified by Government of India.

- 6.2 Notwithstanding anything contained in clause A.1, the consultant shall ensure payment of appropriate tax on the supplies made under the contract. The consultant shall take registration under the applicable enactment levying tax on supply of goods or services under the contract and issue invoice having all the particulars prescribed under the applicable provisions of the law, including description of goods/services, rate and amount of tax paid or payable on the supplies made under the contract, so that NBCC can avail credit of such tax, wherever applicable. The consultant shall comply with all applicable provision of Goods and Service Tax (GST) levied by Union Government and State Governments (CGST, UTGST, SGST and IGST). The consultant shall get himself registered and discharge his obligations for payment of taxes, filing of returns etc. under the appropriate provisions of law in respect of all the tax, duties, levies, cess, etc. NBCC would have right to seek necessary evidence that the consultant is registered under the law and duly discharging its obligations under the tax law, enabling NBCC to avail input tax credit.
- 6.3. In case any law requires NBCC to pay tax on the contract price on reverse charge basis, the amount of tax deposited by NBCC would be considered as paid to the consultant and, accordingly, the price payable to the consultant would stand reduced to that extent.
- 6.4. In case the consultant does not deposit the tax payable on execution of the contract, or has not provided the tax invoice to NBCC showing the amount of tax, or has not uploaded the document in computerised tax network as per prevailing law, leading to non-availability of inputs credit of the tax to NBCC, the amount equivalent to such tax shall be deducted from the contract price.
- 6.5. Stamp duty and registration charges, if any, payable on the executed contract document, shall be borne by the consultant.
- 6.6. Tax deduction at source, if any, shall be made by NBCC as per law applicable from time to time from the amount payable to the consultant.

6.7 The consultant has to register himself in GST Act as per applicable law and submit the details as per annexure-XIII under Section-6.

7.0 Performance Security/ Guarantee

7.1 For the due performance of the contract in accordance with the terms and conditions specified, the consultant shall on the day or before signing the contract which shall not be later than 45 (Forty five) days of the issue of the Letter of Award/ Letter of Intent, furnish performance security / Guarantee on the Performa of NBCC(India)Ltd. from a Nationalized/Scheduled Bank to the extent of 2% of the value of total consultancy fees of consultant (at this stage it shall be worked out considering the estimated project cost). The Bank Guarantee shall remain valid till stipulated time for completion of work plus 90 days. The EMD paid by the Consultant shall be returned to the consultant after receipt of Performance Guarantee.

7.2 The Bank Guarantee shall be in favour of NBCC (India) Limited, payable at New Delhi. The Bank Guarantee should be (in the prescribed format of NBCC as per Section-6) issued from any Nationalized Bank /Scheduled Bank.

7.3 It is expressly understood and agreed that the performance security is intended to secure the performance of entire contract. It is also expressly understood and agreed that the performance security is not to be construed to cover any damages detailed/ stipulated in various clauses in the Contract document.

7.4 The performance security will be discharged by NBCC and returned to the Architect firm/consultant after successful physical completion of the project at site and submission of completion drawings and documents to NBCC and statutory bodies.

7.5 NBCC reserve the right of forfeiture of the performance guarantee in additions to other claims and penalties in the event of the consultant's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

7.6 Should the stipulated time for completion of work, for whatever reason be extended, the consultant, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to NBCC before the expiry date of the Bank Guarantee originally furnished.

8.0 Retention Money

5% of the fee payable to the consultant shall be retained from each running bill as "Retention Money", in addition to the performance guarantee.

The retention money will be discharged by NBCC and returned to the Architect firm/consultant after successful physical completion of the project at site and submission of completion drawings and documents to NBCC and statutory bodies.

NBCC reserve the right of forfeiture of the performance guarantee in additions to other claims and penalties in the event of the consultant's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

9.0 **Completion period:**

- a. The overall completion period for the execution of this project from the date of commencement of work shall be mentioned in NIT.
- b. 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.
- c. **Escalation/Price Variation**

No claim / additional fees on account of any price variation/Escalation on whatsoever ground shall be entertained at any stage of works. Quoted fees shall be firm and fixed for entire contract period as well as extended period for completion of the works.

10.0 **Commencement of Work:**

The commencement of work will be considered from 10th day of issuance of LOA.

The architect/Consultant has to submit detailed program of the work as per the below mentioned guidelines within 10 days from the date of commencement of the work. The time schedule submitted by the architects shall include time for obtaining required approvals, completion certificate etc. from local bodies. However, if delay is caused by the local bodies beyond reasonable control of the consultant, the department may consider such delays favourably.

11.0 **Compensation for Delay:**

The time allowed for carrying out the work as specified in clause 9.0 (a) shall be strictly observed by the consultants and shall be deemed to be the essence of the contract on the part of the consultants. The work shall throughout, the stipulated period of the contract, be processed with all diligence.

The Consultant will be required to complete the entire job within stipulated time. No extension of time for completing the same shall be given owing to any variations made in the works by the orders of the clients, unless the clients in consequences of such variations extends the time allowed to NBCC for the completion of the works.

In case the Consultant fails to complete the work within the Contract period or extended period as above owing to reasons attributable to Consultant,

liquidated damages @ 1% per week of the total fees subject to a maximum of 10% of the total fees payable shall be levied on the Consultant. NBCC shall be entitled to deduct such damages from the dues that may become 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.

12.0 Abandonment of Work:

- i) That if the consultant abandon the work for any reason whatsoever or become incapacitated from acting as consultants as aforesaid, NBCC may make full use of all or any of the drawings prepared by the consultants and that the consultants shall be liable to refund any excess fees paid to them upto that date plus such damages as may be assessed by NBCC.
- ii) 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, NBCC 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.

13.0 Termination:

NBCC without any prejudice to its right against the consultants in respect of any delay or otherwise or to any claims or damages in respect of any breaches of the contract and without prejudice to any right or remedies under any of the provisions of this contract may terminate the contract by giving one month's notice in writing to the consultants and in the event of such termination, the consultants shall be liable to refund the excess payment, if any, made to them over and above what is due in terms of this agreement on the date of termination. NBCC may make full use of all or any of the drawings prepared by the consultants.

In case due to any circumstances, NBCC decides to curtail the scope of work or totally abandon the work, the payment to the consultants would be made based on Clause 3.0 above and approved preliminary estimate or estimated cost or awarded cost whichever is less up to the stage of work executed by him immediately before taking such a decision, provided equivalent payment is made by the client to NBCC.

14.0 Number of Drawing Sets etc. and Copyright:

The Consultant shall supply free of charge to NBCC, the adequate no. as specified elsewhere of following documents in soft as well as hard copy.

- 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 NBCC requirements.
- viii) Fabrication Drawings of all equipment if any.
- ix) As built drawings after completion of project.

The Consultant shall supply free of charge to NBCC all the estimates, details of quantities (BOQ) detailed designs, reports and any other details envisaged under this agreement, including drawings architectural, structural, electrical, air conditioning or other services (internal and external) would be supplied by the consultants as indicated above. Any extra sets of drawings, if required NBCC shall be supplied at mutually agreed cost. All these drawings will become the property of NBCC. The drawing cannot be issued to any other person, firm or authority or used by the consultants for any other project. No copies of any drawing or document shall be issued to anyone except NBCC and authorized representative of NBCC.

15.0 Determination or Rescission of Agreement:

NBCC without any prejudice to its right against the consultant in respect of any delay by notice in writing absolutely may determine the contract in any of the following cases:

- i. If the consultants being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager which entitles the court to make up a winding order.
- ii. If the consultants commit breach of any of the terms of agreement. When the consultants have made themselves liable for action under any of the clauses aforesaid, NBCC shall have powers a) to determine or rescind the agreement b) to engage another consultant(s) to carry out the balance work at the risk and cost of the consultant and debiting the consultant(s) the excess amount, if any, so spent.

In case contract of consultant is determined, the performance Guarantee and Security Deposit of the consultant shall stand forfeited. The decision of NBCC in this regard shall be final and binding on the consultant.

16.0 Responsibilities for Accuracy of Project Proposals

- a. The Consultant shall be responsible for the accuracy of the technical / financial data collected and the designs, drawings, quantities and estimates prepared by him as a part of the project. He shall indemnify NBCC & 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 NBCC.
- b. The Consultant shall fully indemnify NBCC 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 or in connection with the work or temporary works.
- c. NBCC 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 Clause 4.0 "Mode of Payment".

17.0 Force Majeure Clause

Consultant/Consultancy Firm shall be granted extension of the completion date without any financial repercussion to cover the delay caused by the circumstances viz. incidence of war, invasion, revolution, sabotage, work shutdown imposed by Govt. agencies or legislature or other authorities, act of God, epidemics, fires, earth quakes, floods explosions, accidents, sea navigation blockages or any other acts or events whatsoever which are beyond the control of NBCC and which shall directly or indirectly prevent completion of the works within the time specified in the agreement. This Force Majeure Clause shall be applicable only if extension of the completion date is granted to NBCC by client.

18.0 Withholding and Lien of Payment

Whether any claim or claims for payment of money arises out of or under the contract against the Consultant, NBCC 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 in 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.

19.0 Jurisdiction

The agreement shall be governed by the Indian Law for the time being in force and the Courts in Delhi alone will have jurisdiction to deal with matter arising there from.

20.0 General:

1. The scrutiny of the drawing, and designs by NBCC's own supervisory staff, if any, does not absolve the Architects of their responsibility under the agreement. The Architects shall remain solely responsible for structural soundness of the design and other services for all provisions of the contract so as to satisfy the particular requirement of the Architectural specifications.
2. The Architect firms/Consultant shall supply to NBCC copies of all documents, instructions issued to Architect firms/Consultants, if any, relating to the work, drawings, specifications, bill of quantities and also other documents as may be required.
3. The Architects hereby agree that the fees to be paid as provided herein (clause 3.0) will be in full discharge of function to be performed by him and no claim whatsoever shall be against NBCC in respect of any proprietary rights or copy rights on the part of any party relating to the plans, models and drawings.
4. 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 NBCC indemnified all the times and shall bear the losses suffered by NBCC in this regard.
5. 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 Local Municipal Corporation Authorities/State/ Client / NBCC/Central Govt. or any other agency.
6. All designs and drawings shall be the property of NBCC. The name and logo of NBCC shall be predominantly 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.
7. 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 NBCC.
8. The consultant shall be required to sign an Agreement with NBCC within 30-days of the receipt of LOA based on these terms & conditions.
9. Recovery/Penalties can be recovered from the consultancy fee/EMD/BG of the other works that the consultant is doing or would be doing for NBCC at that time.

21.0 FORECLOSURE OF CONTRACT BY NBCC/OWNER

If at any time after the commencement of the work NBCC shall for any reason whatsoever if required to foreclose the work or is not require the whole work thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the consultant, who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the work in full, but which he did not derive in consequence of the foreclosure of the whole or part of the works.

22.0 SUSPENSION OF WORKS

(a) The consultant shall, on receipt of the order in writing of the Engineer-in-charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-charge may consider necessary for any of the following reasons:

- i) On account of any default on part of the consultant, or
- ii) For proper execution of the works or part thereof for reason other than the default of the consultant, or
- iii) If the work is partly or fully abandoned/suspended by NBCC/clients for any reasons

The consultant shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-charge.

(b) If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above.

- i) The consultant shall be entitled to an extension of the time equal to the period of every such suspension plus 25%. No adjustment of contract price will be allowed for reasons of such suspension.
- ii) In the event of the consultant treating the suspension as an abandonment of the Contract by NBCC, he shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the work in full or part.

Section-4

CRITERIA AND EVALUATION

(FOR TENDERS INVITED ON
QUALITY AND COST BASED SYSTEM)

CRITERIA AND EVALUATION

(For tenders invited on Quality cum cost based System)

The detailed criteria for evaluation of tenders invited on Quality and Cost based system shall be as under:

1.0 Technical Evaluation:

1.1 Design Concept Presentation

To become eligible for Technical Evaluation, the bidder must meet the minimum eligibility criteria as prescribed in NIT. Under this stage, the tenderers short listed after meeting the minimum eligibility criteria, shall be invited for participating in the design concept Competition by way of presentation before the Committee constituted for the purpose by NBCC.

The Architect firm/Consultant shall bring Soft & hard copy of their Design concept and related details at the time of presentation. The concept design shall incorporate all the parameters as mentioned below under Evaluation Criteria. The time and venue for presentation will be intimated separately.

The committee shall evaluate the presentation on design concept and would assign the marks independently and then the assigned marks would be averaged out.

The consultant shall have no right to challenge the marks assigned by the individual member of the committee and, individual member of the committee shall have no liability to applicant in this regard. No correspondence would be entertained challenging or contesting the marking by the individual member of the committee.

The committee shall evaluate the design concept of consultants by applying the evaluation criteria, sub-criteria, and point system as stipulated here in under.

Evaluation Criteria of the Design Concept Presentation

A.	Master Planning & Zoning	25 Marks
1.	Cost effective Site Utilization & Grouping of Functions, Economical design.	10
2.	Site Orientation: Massing (Compactness), Circulation (integration), Landscape blending with existing profile	15
B.	Design Concept Planning	50 Marks
1.	Aesthetics, Green Building Features, Disaster resistant methods / Technologies, Infrastructure for persons with disabilities.	12
2.	Incorporation of Environmental friendly & Sustainability considerations in planning and	15

	design considering the use of eco-friendly materials, locally available materials and maximisation of retention of existing trees at site.	
3	Principles of Life Cycle Cost and accomplished Advance/ Latest Technologies and innovativematerials & Finishes (other than conventional Technologies/materials) proposed to be used in the Project. The proposed Life Cycle Cost analysis and new technology (ies) should demonstrate the time and /or cost effectiveness.	15
4	Innovative Modern and/or Contemporary, State of the Art Architectural features.	8
C.	Presentation	25 Marks
1.	Knowledge of Building Bylaws and Statutory Requirements of respective local bodies/Municipalities, etc for which the bidder should visit the site (s) before submission of Bid.	10
2.	Overall Presentation, Interpretation of Design Concept, Interaction on concept and response to queries of the committee members.	15
	Total Marks	100 Marks

The bidders securing 75% & above marks in Design Concept Presentation will qualify for Opening of Financial Bid.

Technical score of Design Concept Presentation shall be "St" as under:

St = Total marks of bidder in Design Concept Presentation

2.0 Final Evaluation of Bid

The final selection shall be based on QCBS i.e Quality and Cost based Selection.

The Financial bid of those tenderers whose documents are found to be in order and who qualify in Technical evaluation i.e. Design concept presentation will be opened at 5 PM on the date of the Design Concept Presentation. If the Financial Bids are not opened on the date of Design Concept Presentation next date of opening of financial bid will be informed to the bidders by Fax / E mail.

The lowest Financial Bid (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Bids will be determined using the following formula:

$$Sf = 100 \times Fm/F;$$

In which S_f is the financial score, F_m is the lowest Financial Bid, and F is the Financial Bid under consideration.

Bids will finally be ranked in accordance with their combined technical (S_t) and financial (S_f) scores:

$$S = S_t \times T_w + S_f \times F_w;$$

Where S is the combined score, and T_w and F_w are weights assigned to Technical Bid and Financial Bid that will be 0.70:0.30 respectively.

The bidder achieving the highest combined technical and financial score will be considered to be the successful Applicant and work shall be awarded to the bidder.

Section-5

FINANCIAL PROPOSAL

Financial Bid

NAME OF WORK : -----

NAME OF ARCHITECT FIRM/CONSULTANT : -----

Sl. No.	Description	Consultancy fee to be quoted in percentage	
		(in fig.)	(in words)
1.	THE FEES FOR RENDERING ARCHITECTURAL & ENGINEERING DESIGN CONSULTANCY SERVICES FOR CONSTRUCTION -----Name of the work..... AS PER SCOPE OF WORK AND TERMS AND CONDITIONS OF THE TENDER/CONTRACT DOCUMENT INCLUDING GST.	_____ %	

Signature& Stamp of Tenderers

Section-6

FORMATS & ANNEXURES

**NBCC (India) LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)**

**PROFORMA OF BANK GUARANTEE IN LIEU OF E M D (BID BOND)
(Judicial Stamp paper of appropriate value as per Stamp Act - of
respective state)**

NBCC (India)Limited,(Address as mentioned in Notice Inviting Tender)

In consideration of NBCC (India) Limited, having its Registered Office at NBCC,Bhawan, Lodhi Road, New Delhi -110003 (hereinafter called "NBCC" which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Notice Inviting Tender No..... and M/s..... having its Registered Head Office at..... (hereinafter called the "TENDERER") is to participate in the said tender for.....Whereas NBCC, as a special case, has agreed to accept an irrevocable and unconditional Bid Bond Guarantee for an amount of Rs..... valid upto.....from the tenderer in lieu of Cash Deposit of Rs.....required to be made by the tenderer, as a condition precedent for participation in the said tender. We the.....(hereinafter called the "BANK") having its Registered, Office at..... and branch office at..... do hereby unconditionally and irrevocably undertake to pay to NBCC on demand in writing and without demur/protest any amount but not exceeding Rs.....

Any such demand made by NBCC shall be conclusive and binding on us irrespective of any dispute or differences that may be raised by the tenderer. Any change in the constitution of the tenderer or the Bank shall not discharge our liability under the guarantee.

We, the..... Bank; lastly undertake not to revoke this guarantee during its currency without the prior consent of NBCC in writing and upon expiry of which, we shall be relieved of our liability under this guarantee thereafter.

FOR AND ON BEHALF OF BANK

PLACE :

DATED :

WITNESS.

1.

2.

**NBCC (INDIA)LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)**

**PROFORMA OF BANK GUARANTEE (PERFORMANCE)
(Judicial Stamp per Stamp Act - paper of appropriate value as respective
state)**

NBCC (INDIA) LIMITED,
(Address as mentioned in Notice Inviting Tender)

Whereas the NBCC (India) Limited (hereinafter called "NBCC" which expressions shall include its successors and assigns) having awarded a work order/contract / supply order No. dated (hereinafter called the contract) to M/s. (hereinafter called the Architect / Consultant firm) at a total price of Rs..... subject to the terms and conditions contained in the contract.

WHEREAS, the terms and conditions of the contract require the Architect / Consultant firm to furnish a bank guarantee for Rs..... (Rupees.....) being% of the total value of the contract for proper execution and due fulfilment 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 NBCC immediately on demand in writing and without protest/or demur all moneys payable by the Architect / Consultant firm to NBCC 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 NBCC by reason of any breach by the Architect / Consultant firm of any of the terms and conditions contained in the contract as specified in the notice of demand made by NBCC to the bank. Any such demand made by NBCC 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 which shall be valid up to..... 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 NBCC as specified above and shall be valid during the period specified for the performance of the contract.
- (ii) We, the said bank further agree with NBCC that NBCC shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the Architect / Consultant firm from time to time or to postpone for any time or from time to time any of the powers exercisable by NBCC against the Architect / Consultant firm under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the Architect / Consultant firm or for any forbearance, act

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

- (iii) This guarantee/undertaking shall be in addition to any other guarantee or security whatsoever NBCC may now or at any time have in relation to the performance of the works/equipment and the company shall have full recourse to or enforce this security in performance to any other security or guarantee which NBCC 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 NBCC to proceed against the said Architect / Consultant firm before proceeding against the Bank.
- (iv) This guarantee/ undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the Architect / Consultant firm, but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to NBCC in terms thereof are paid by the Bank.
- (v) The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the bank in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the Architect / Consultant firm (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the Architect / Consultant firm stopping or preventing or purporting to stop or prevent any payment by the Bank to NBCC in terms hereof.

We, the said Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of NBCC in writing upon expiry of which, 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 FORM

This agreement made this day of -----(Month)----- (Year)-----, between the NBCC (India) Limited (NBCC), a company incorporated under the Companies Act, 1956 having its Registered Office at NBCC Bhawan, Lodhi Road, New Delhi – 110 003 (hereinafter referred to as the "NBCC" which expression shall include its administrators, successors, executors and assigns) of the one part and -----(hereinafter referred to as the "Consultant" which expression shall unless the context requires otherwise include its administrators, successors, executors and permitted assigns) of the other part.

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

AND WHEREAS ----- had participated in the above referred tender vide their TECHNICAL & Financial Bid ----- dated ----- and subsequent clarifications vide letter ----- dated ----- -- in response to NBCC's letter No. ----- dated -----.

NBCC has accepted their aforesaid tender and awarded the contract for Consultancy Services for Architectural planning, Designing and Detailing of ----- ----- vide Letter of Award No. ----- dated -----which have been unequivocally accepted by -----vide their acceptance dated ----- .

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

ARTICLE 1.0 – AWARD OF CONTRACT**1.1 SCOPE OF WORK**

NBCC has awarded the contract to -----for the work of Architectural planning, Designing and Detailing of ----- ----- as per contract document defined in Article 2.0 below. The award has taken effect from 10th day of issue of aforesaid Letter of Award (LOA). The terms and expressions used in this agreement shall have the same meanings as are assigned to them in the "Contract Documents" referred to in the succeeding Article.

ARTICLE 2.0 – CONTRACT DOCUMENTS

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

- a) NBCC's Notice Inviting Tender vide NIT No. ----- Dated ----- comprising tender document (Section --- to -----).

- b) Corrigendum No. -----& Amendment No. ----- dated -----
-----.
 - c) ----- vide Technical & Financial Bid -----dated -----
----- .
 - d) NBCC letter No. ----- dated -----.
 - e) ----- clarifications vide letter ----- dated -----

- 2.2 NBCC's Letter of Award----- dated -----
- 2.3 Minutes of the kick off meeting held on -----.
- 2.4 All the aforesaid contract documents referred to in Para 2.1 to 2.3 above shall form an integral part of this Agreement, in so far as the same or any part thereof column, to the tender documents and what has been specifically agreed to by NBCC. Any matter inconsistent therewith, contrary or repugnant thereto or deviations taken by the Consultant in its "TENDER" but not agreed to specifically by NBCC in its Letter of Award, shall be deemed to have been withdrawn by the Consultant without any cost implication to NBCC. For the sake of brevity, this Agreement along with its aforesaid contract documents and Letter of Award shall be referred to as the "Contract".

ARTICLE 3.0 – **CONDITIONS & CONVENANTS**

- 3.1 The scope of Contract, Consideration, terms of payments, advance, security deposits, taxes wherever applicable, insurance, agreed time schedule, compensation for delay and all other terms and conditions contained in aforesaid contract documents. The contract shall be duly performed by the Consultant strictly and faithfully in accordance with the terms of this contract.
- 3.2 The scope of work shall also include all such items which are not specifically mentioned in the Contract Documents but which are reasonably implied for the satisfactory completion of the entire scope of work envisaged under this contract unless otherwise specifically excluded from the scope of work in the contract documents.
- 3.3 Consultant shall adhere to all requirements stipulated in the Contract documents.
- 3.4 Time is the essence of the Contract and it shall be strictly adhered to. The progress of work shall conform to agreed works schedule/contract documents.
- 3.5 This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in Agreement. Any modification of the Agreement

shall be effected only by a written instrument signed by the authorized representative of both the parties.

- 3.6 The total Consultancy fee for the entire scope of this contract as detailed in Letter of Award (LOA) is ------% (----- percent only) is inclusive of GST on actual cost of the project on completion or cost approved as per DPR or Estimated cost whichever is Lower, which shall be governed by the stipulations of the contract documents.

ARTICLE 4.0 – NO WAIVER OF RIGHTS

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

ARTICLE 5.0 – GOVERNING LAW AND JURISDICTION

- 5.1 The Laws applicable to this contract shall be the laws in force in India and jurisdiction of Delhi Court (s) only.

5.2 Notice of Default

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

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

For and on behalf of:

(Name of Architect firm/Consultant)

For and on behalf of:

M/s NBCC (India) Ltd.

WITNESS:

1.

2.

WITNESS:

1.

2.

AFFIDAVIT

**(To be submitted by bidder on non-judicial stamp paper of Rs. 100/-
(Rupees Hundred only) duly attached by Notary Public)**
(To be submitted in Envelope-1)

Affidavit of Mr.....S/o.....
R/o
I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s
Having its Head Office/Regd. Office at
2. That the information/documents/Experience certificates submitted by M/s..... along with the tender for (Name of work).....To NBCC (India) Ltd. are genuine and true and nothing has been concealed.
3. I shall have no objection in case NBCC verifies them from issuing authority (ies). I shall also have no objection in providing the original copy of the document(s), in case NBCC demand so for verification.
4. That _____ (Name of the bidder) shall fully comply with the DIPP's PPP-MII order no P-45021/2/2017/E II dated 15.06.17 and any further revision at any later date during the entire tenancy of the contract.
Note: In case of procurement for a value in excess of Rs 10 crore, above undertaking shall be provided from a statutory auditor or cost auditor of the company(in the case of companies) or from a practicing chartered accountant (in respect of tenderer other than companies).
5. It is certified that all approved makes for each respective items to be used in the works are proposed by us Make in India(MII) only as per the norms of minimum local content required as defined in the public procurement (preference to Make in India) order 2017 or any subsequent revision.
In case, where reputed MII makes are not available, names of any imported/foreign makes shall not be specified, instead requisite specifications of the materials shall be given in the tender.
6. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, NBCC at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues.
7. I shall have no objection in case NBCC verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal Branch /office issuing Bank and

I/We shall have no right or claim on my submitted EMD before NBCC receives said verification.

8. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, NBCC shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.
9. I hereby confirm that our firm /company is not blacklisted/ barred /banned from tendering by NBCC. If this information is found incorrect, NBCC at its discretion may disqualify / reject / terminate the bid/contract.
10. The person who has signed the tender documents is our authorized representative. The Company is responsible for all of his acts and omissions in the tender.

I,, the Proprietor / Authorised signatory of M/s..... do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from..... and that no part of it is false.

Verified atthis.....day of

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

ACCEPTANCE OF TENDER CONDITIONS

From:(To be submitted in ORIGINAL on the letter head of the company by the authorized officer having power of attorney)

To
NBCC (India) Limited,

Sub: Name of the work & NIT No.:

Sir,

- 1 This has reference to above referred tender. I/We are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.
- 2 I/we are eligible to submit the bid for the subject tender and I/We are in possession of all the documents required.
- 3 I/We have viewed and read the terms and conditions of NBCC carefully. I/We have downloaded the following documents forming part of the tender document:
 - a) Notice Inviting E-Tender
 - b) Quoting Sheet for Tenderer
 - c) General Conditions of Contract
 - d) Special Conditions of Contract(SCC),if applicable
 - e) Site Layout/Plan, Drawings if available
 - f) Annexure-I to Annexure-XIII
 - g) Corrigendum / Addendum / Other documents, if any.
- 4 I/we have uploaded the mandatory scanned documents such as cost of bid document, EMD of requisite amount, e-tendering Processing Fee and other documents as per Notice Inviting e-tender.

Yours faithfully,

(Signature of the tenderer)
With rubber stamp

Dated _____

INTEGRITY PACT

BETWEEN

NBCC(INDIA) LIMITED (NBCC) hereinafter referred to as "**The Principal**" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

AND

.....hereinafter referred to as "**The Bidder/Architect Firm/Consultant**" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) for (Name of the contract).....(hereinafter referred to as the 'Project'). The Principal necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Architect Firm(s)/Consultant(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Integrity Pact by all parties concerned, for all works covered in the Project.

To meet the purpose aforesaid both the parties have agreed to comply this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Section 1 – Commitments of the Principal**Obligations on Principal**

The Employer is committed to follow the principle of Transparency, Equity and Competitiveness in Public Procurement.

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
- a. No employee of the Principal, personally or through family members or through any other channel, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or

third person, any material or immaterial benefit, which the person is not legally entitled to.

- b. The Principal will, during the tender process treat all Architect Firm(s)/ Consultant(s)/Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Architect Firm(s)/ Consultant(s)/Bidder(s) the same information and will not provide to any Architect Firm(s)/ Consultant(s)/Bidder(s), confidential/additional information through which the Architect Firm(s)/ Consultant(s)/Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons. The Principal shall obtain bids from only those parties who have been short-listed or pre-qualified or through a process of open advertisement/ web publishing or any combination thereof.
- (2) If the Principal obtains information on the conduct of any of its employees, Architect Firm(s)/ Consultant(s) or Bidder(s), which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer or the principal will take remedial actions as per department/conduct rules and subject to its discretion, can additionally initiate disciplinary actions.
 - (3) The Principal will enter into agreements with identical conditions with all Architect Firm(s)/Consultant(s)/Bidder(s) for the different Work Packages in the aforesaid Project.
 - (4) The Principal will disqualify from the tender process all Architect Firm(s)/ Consultant(s)/Bidder(s) with estimated cost of work put to tender of Rs 5.0 crores and above, who do not sign this Pact or violate its provisions.

Section 2 – Commitments of the Bidder(s) / Architect Firm(s)/Consultant(s)

Obligations on Bidder(s)/Architect Firm(s)/ Consultant(s)

To accept and comply with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Employer. Duration of the Integrity Agreement shall be in the line with section 8 of the Integrity Agreement.

Bidder/Architect Firm/Consultant acknowledge that in the event of breach of the Integrity Agreement Employer shall have unqualified, absolute and unfettered right to take action under section 3.

- (1) It is required that each Bidder/Architect Firm / Consultant(including their respective officers, employees and associate consultants) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

- (2) The Bidder(s) / Architect Firm(s)/ Consultant(s) commit(s) itself/themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- (a) The Bidder(s) /Architect Firm(s)/Consultant(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage, of any kind whatsoever, during the tender process or during the execution of the contract.
 - (b) The Bidder(s)/Architect Firm(s)/Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c) The Bidder(s)/Architect Firm(s)/Consultant(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Architect Firm(s)/Consultant(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Architect Firm(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Architect Firm(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. It shall be incumbent on the Indian agent and the foreign principal to Adhere to the relevant guidelines of Government of India, issued from Time to time regarding availing services of Indian Agents for foreign Suppliers.

Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Architect Firm(s)/Consultant(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - (e) The Bidder(s)/Architect Firm(s)/Consultant(s) will, when submitting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - (f) The Bidder(s)/Architect Firm(s)/Consultant(s) to disclose any transgression with any other company that may impinge on the anti-corruption principle.

- (3) The Bidder(s)/Architect Firm(s)/Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/Architect Firm(s)/Consultant(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- (5) The Bidder(s)/Architect Firm(s)/Consultant(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).
- (6) The Bidder(s)/Architect Firm(s)/Consultant(s) signing IP shall not approach the Courts while representing the matters to IEM and he/she will await their decision in the matter.
- (7) The Bidder(s)/Architect Firm(s)/Consultant(s), shall take the responsibility of the adoption of IP by its associate consultants also.

Section 3- Disqualification from tender process and/or exclusion from future contracts.

Without prejudice to any rights that may be available to the Employer under law or the Contract or its established policies and laid down procedures, the Employer shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/ Architect Firm(s)/Consultant(s) and the Bidder/Architect Firm/Consultant accepts and undertakes to respect and uphold the Employer absolute right:

- (1) If the Bidder(s)/Architect Firm(s)/Consultant(s), before awarding the Project or during execution has committed a transgression by violating Section 2 above or in any other form so as to put his reliability or credibility in question, the Principal, at its sole discretion, after giving proper opportunity to the bidder is entitled to disqualify the Bidder(s) /Architect Firm(s)/Consultant(s) from the tender process or terminate the contract, if already awarded or exclude the Bidder/Architect Firm/Consultant from future contract award processes, for that reason, without prejudice to any other legal rights or remedies available to the Principal under the relevant clauses of GCC/SCC of the tender/contract. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal. Such exclusion may be forever or for a limited period as decided by the Principal.

- (2) If the Architect Firm(s)/Consultant(s)/Bidder(s) has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal will also be entitled to exclude such Architect Firm(s)/Consultant(s)/Bidder(s) from future tenders/contract award processes. The imposition and duration of the exclusion will be determined by the Principal, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/or the amount of the damage.
- (3) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the consultant has committed a transgression, through a violation of any of the terms under Section 2 above or any other term(s) of this Pact, during the execution of contract, the Principal will be entitled to exclude the consultant from further tender/contract award processes.
- (4) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.
- (5) If the Architect Firm(s)/ Consultant(s)/Bidder(s) can prove that he has restored/recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

Section 4- Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s)/Architect Firm(s)/Consultant(s) from the tender process prior to the awarding of the Project according to Section 3, the Earnest Money Deposit (EMD)/ Bid Security furnished, if any, along with the offer, as per terms of the Invitation of Tender, shall also be forfeited. The Bidder(s)/ Architect Firm(s)/ Consultant(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Architect Firm(s)/Consultant(s)/Bidder(s) as may be imposed by the Principal, in terms of Section 3 above.
- (2) If, at any time after the awarding of the Project, the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Security Deposit/Performance Bank Guarantee furnished by the consultant, if any, as per the terms of the NIT/Contract shall be forfeited without prejudice to any other legal rights and remedies available to the Principal under the relevant clauses of General/ Special Conditions of Contract.

The Architect Firm(s)/Consultant(s)/Bidder(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Bidder(s)/Architect Firm(s)/ Consultant(s), as may be imposed by the Principal in terms of Section 3 above.

Section 5- Previous transgression

- (1) The Bidder(s)/Architect Firm(s)/ Consultant(s) herein declares that it has committed no transgressions in the last 5 years with any other Company in any country conforming to the anti-corruption approach as detailed herein or

with government/ Central Government or State Government or any other Public Sector Enterprise in India that could justify its exclusion from the tender process.

- (2) If at any point of time during the tender process or after the awarding of the Contract, it is found that the Bidder(s)/Architect Firm(s)/ Consultant(s) has made an incorrect statement on this subject, he can be disqualified from the tender process or if, as the case may be, that the Contract, is already awarded, it will be terminated for such reason and the Bidder(s)/Architect Firm(s)/ Consultant(s) can be black listed in terms of Section 3 above.
- (3) If the Bidder/ Architect Firm/ Consultant can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Employer may, at its own discretion, revoke the exclusion prematurely.

Section 6- Independent External Monitor / Monitors

- (1) The Principal shall, in case where the Project Value is in excess of Rs 5.0 crore and above, appoint competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission. The Monitor shall review independently, the cases referred to it to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.
- (2) In case of non-compliance of the provisions of the Integrity Pact, the complaint/ non-compliance is to be lodged by the aggrieved party with the Nodal Officer only, as shall be appointed by the CMD, NBCC. The Nodal Officer shall refer the complaint/ non-compliance so received by him to the aforesaid Monitor.
- (3) The Monitor will not be subject to any instructions by the representatives of the parties and will perform its functions neutrally and independently. The Monitor shall report to the Chairman-cum-Managing Director, NBCC.
- (4) The Bidder(s) /Architect Firm(s)/ Consultant(s) accepts that the Monitor shall have the right to access, without restriction, all Project documentation of the Principal including that provided by the consultant. The consultant will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Architect Firm(s)/ Consultant(s) with confidentiality.
- (5) The Principal will provide to the Monitor, sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the consultant.
- (6) As soon as the Monitor notes, or believes to note, a violation of this Pact, he will so inform the Principal and request the Principal to discontinue and/or take corrective action, or to take other relevant action(s). The Monitor can in this regard submit non-binding recommendations. However, beyond this, the

Monitor has no right to demand from the parties that they act in a specific manner and/or refrain from action and/or tolerate action.

- (7) The Monitor will submit a written report to the CMD, NBCC within 4 to 6 weeks from the date of reference or intimation to it and, should the occasion arise, submit proposals for corrective actions for the violation or the breaches of the provisions of the agreement noticed by the Monitor.
- (8) If the Monitor has reported to the CMD, NBCC, of a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, NBCC, has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Chief Vigilance Officer, NBCC.
- (9) The word 'Monitor' means Independent External Monitor and includes both singular and plural forms.
- (10) For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- (11) IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging malafide on the part of any officer of the organisation should be looked into by the CVO of the concerned organisation.
- (12) The role of IEM is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organisations.
- (13) Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- (14) The role of the CVO of the organization shall remain unaffected by the presence of IEMs. A matter being examined by the IEMs can be separately investigated by the CVO in terms of the provisions of the CVC Act or Vigilance Manual, If a complaint is received by him/her or directed to him/her by the commission.

Section 7 – Criminal charges against violating Bidder(s)/Architect Firm(s)/Consultant(s)/Associate consultant(s)

If the Principal obtains knowledge of conduct of a Bidder/ Architect Firm/ Consultant or any employee or a representative or an associate of a Bidder/Architect Firm/ Consultant, which constitutes a criminal offence under the IPC/PC Act, or if the Principal has substantive suspicion in this regard, the Principal will forthwith inform the same to the Chief Vigilance Officer, NBCC.

Section 8 – Duration of the Integrity Pact

This Pact shall come into force when both parties have legally signed it. The Pact shall expire, in case of the Architect Firm(s)/Consultant(s), 3 (three) months after the last payment under the Contract is made and in case of the unsuccessful Bidder(s), 2 (two) months after the contract for the project has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD of NBCC.

The Bidder(s)/ Architect Firm(s)/ Consultant(s), however, understands and agrees that even upon the completion of the Project and/or the last payment under the Contract having been made, if any transgression/violation of the terms of this Pact comes/is brought to the notice of the Principal, it may, subject to its discretion, blacklist and/or exclude such Bidder(s)/ Architect Firm(s)/ Consultant(s) as provided for in Section 3, without prejudice to any other legal right or remedy so available to the Principal.

Section 9 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Architect Firm/ Consultant is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid and binding. In such a case, the parties will strive to come to an agreement in accordance to their original intentions.
- (5) Wherever he or his as indicated in the above sections, the same may be read as he/she or his/her, as the case may be.
- (6) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Principal in accordance with this Integrity Agreement! Pact or interpretation thereof shall not be subject to arbitration

(For & On behalf of the Principal)
Bidder/ Architect Firm/ Consultant)
(Office Seal)

(For & On behalf of
(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

Annexure-IV

GENERAL INFORMATION

1.	Name of Applicant/Company	
2.	Address for correspondence	
3.	Official e-mail for communication	
4.	Contact Person: Telephone Nos. Fax Nos. Mobile	
5.	Type of Organization: a) An individual b) A proprietary firm c) A firm in partnership (Attach copy of Partnership) d) A Limited Company (Attach copy of Article of Association) e) Any other (mention the type)	
6.	Place and Year of Incorporation	
7.	Details of Registration of Proprietor/Partners/Directors with various Institutions	
8.	Name of Directors/Partners in the organization and their status along with their qualifications.	
9.	Name(s) of the persons along with their qualification and designation, who is authorized to deal with NBCC (Attach copy of power of Attorney)	
10.	Organization Chart of Key Personnel	
11.	Details of Awards/Appreciations supported with document to be submitted.	
12.	Bank Details Name of the Bank: Account Number: IFS Code: Name & Address of the Branch: MICR Code:	

Signature of Bidder with Seal

Annexure-V

Organization setup of the company

(Details to be furnished in the following format)

S. No.	Name	Designation	Qualification	Professional Experience and details of work carried out	Years with firm	Remarks

Signature of Bidder with Seal

Tender for: -----

**DETAILS OF EXPERIENCE CERTIFICATES FOR THE WORK EXECUTED
DURING LAST 10 YEARS**

(Details to be filled online)

S. N.	Name of work and its location	Name of Client	Date and No. of Completion Certificate	Date of Start	Date of Completion	Cost of the Work on completion	Value of TDS in case of Private Work	Reference and Page No. of Documentary Proof of the detail missing in completion certificate
1.								
2.								
3.								
4.								
5.								
6.								

1. Certified that the Completion Certificates of above works are enclosed with the Tender Documents.
2. Details mentioned in the above Form are as per Completion Certificates and have not been presumed.

If any detail is not mentioned in the Work Completion Certificate, documentary proof of detail is to be submitted and uploaded on Tender Website along with the Completion Certificate.

Signature of Bidder with Seal

Annexure-VII

Name of the Client with Address, email & phone no.

Dispatch No.....

Date:.....

PROFORMA FOR WORK EXPERIENCE CERTIFICATE FROM CLIENTS
Name of Consultant:-----

1	Name of work/project location				
2	Name and Address of Clients				
3	Agreement Amount				
4	Cost of work on Completion				
5	Date of Start				
6	Stipulated date of completion				
7	Actual date of completion				
8	Amount of compensation levied for delayed completion, if any				
9	Type of work :Residential/ Non-Residential Building				
10	Built Up Area of Residential Component				
11	Built Up Area of Non Residential Component				
12	Total Built Up Area (Residential + Non Residential)				
13	Maximum Height of any Building of this work				
14	Maximum no of storeys of any building of this work				
15	Performance Report	Outstanding	Very Good	Good	Poor

Signature of Tenderer

Signature of NBCC

(a)	Quality of work				
(b)	Resourcefulness				
(c)	Financial soundness				
(d)	Technical Proficiency				
(e)	General behaviour				

**Date, Name & Designation,
Signature with Seal
Of the Issuing Authority**

Annexure-VIII**PROFORMA FOR ON ROLL MANPOWER****(Details to be filled online)**

Sr. No.	Manpower	Name of Employee	Designation	No. of Years with the Company	Total Experience in years
1.	Architects: B Arch with minimum 10 yrs of experience in the Consultancy (on roll).				
I					
II					
2.	Architects: B Arch with minimum 04yrs of experience in the Consultancy (on roll).				
I					
II					
3.	Structural Engineer: B. tech with 10 year experience or M. Tech with 5 year experience in structural Design. (on roll)				
4.	Graduate Mechanical, Electrical, Plumbing (MEP) Engineer (on roll)				

- Attach Copies of CVs.
- Attach Copies of Qualification.
- Zero marks will be given if CVs and Certificates of Qualification are not found enclosed.

Signature of Bidder with Seal

Signature of Tenderer

Signature of NBCC

Annexure-IX

Tender for: -----

DETAILS OF SIMILAR WORKS EXECUTED DURING LAST 10 YEARS

(Details to be filled online)

S. No.	Name of Work for which Experience Certificate has been submitted	Name of Clients	Date and No. of Completion Certificate	Type of Work i.e. Residential or Non Residential	No. of Basements	No. of Storey	Height of Building	Ref. & Page No. of Documentary Proof of the detail missing in completion certificate
1								
2								
3								
4								
5								
6								

If any detail is not mentioned in the Work Completion Certificate, documentary proof of detail is to be submitted and uploaded on Tender Website along with the Completion Certificate.

Signature of Bidder with Seal

Annexure-X

Name of Bidder-----

TURN OVER FOR LAST THREE YEARS
(Details to be filled online)

- I. Financial Analysis: This certificate is to be submitted in original along with the Bid Documents.

		1 st FY Rs. (In Lacs)	2 nd FY Rs. (In Lacs)	3 rd FY (Last day of preceding Financial Year) Rs. (In Lacs)	Average Annual Turnover Rs. (In Lacs)
		a	b	c	(a+b+c)/3
(i)	Annual Turnover for the Financial Year (FY) *				

* As per audited balance sheet

- II. Summarised page of Profit & Loss Account of previous three Financial Years is to be enclosed.

**Signature of Chartered Accountant
with Seal**

**Signature of the Bidder
with Seal**

Annexure-XI

TDS DETAILS FOR PRIVATE SECTOR PROJECTS (Details to be filled online)

S. No.	Name of work	Name of Clients	Project Cost in Crores	Ref.No. and Date of issue of Completion Certificate	Cost of the work on completion in crores	Total Consultancy Fee for the Project In Lakhs	Payments received as per TDS in Lakhs	TDS Corresponding to the payments	Year wise TDS as per Form-26AS relating to the work
1.									
2.									
3.									
4.									
5.									
6.									

Note: Value of Work done will be considered commensurate with TDS Certificates

In case of multiple contracts undertaken from a Client, details of TDS/Form-26AS for each work mentioned above need to be segregated and given separately.

This form need to be supported with Form-26AS taken in HTML Format or Form-16A

Signature of Bidder with Seal

Signature of Chartered Accountant with Stamp and Membership Number

Annexure XII

Details of Associate Consultants

S. No.	Description	Details
1	Structural Consultant	
2	Façade Designer	
3	Interior Designer	
4	Electrical Consultant	
5	Plumbing & Fire Consultant	
6	Acoustic Consultant	
7	Traffic & Parking Consultant	
8	Environment Consultant	
9	Green Building Consultant	
10	Lighting Consultant	
11	HVAC Consultant	
12	Landscape Consultant	
13	Audio Visual Consultant	
14	I.T. System Consultant	
15	Consultant for any other special Work	

Signature of Applicant with seal

Signature of Tenderer

Signature of NBCC

GST Registration Details

Sr. No.	Consultant / Vender Details	
1	Entity Name	
2	Address (As per registration with GST)	
3	City	
4	Postal Code	
5	Region/ State (Complete state Name)	
6	Permanent Account Number	
7	GSTN/ ARN/ UID/ Provisional ID No. (Copy of Acknowledgement required)	
8	Type of Business (As per registration with GST)	
9	Service Accounting Code/ HSN Code	
10	Contact Person	
11	Phone Number and Mobile Number	
12	E-mail ID	
13	Compliance Rating (If updated by GSTN)	

Signature of Applicant with seal



**GENERAL CONDITIONS
OF CONTRACT - 2019**
For Architectural & Engineering
Consultancy Services
(FWD CONTRACT)

Design By CC Division, NBCC



A Navratna CPSE

NBCC (INDIA) LIMITED

(A Government of India Enterprise)

CORPORATE OFFICE: NBCC Bhawan, Lodhi Road, New Delhi-110003 | CIN-L74899DL1960GOI003335
WEBSITE : www.nbccindia.com | E-MAIL : co.sectt@nbccindia.com | LANDLINE : 011 - 43591555 / 24367314-15



CONTRACT ENGINEERING DIVISION

No. CE: Consultancy GCC (PMC):2020: 5

April 05, 2020

ALL HODs / RBG/SBG Heads

Sub: **NBCC Consultancy GCC for PMC Works-2019– Amendment No.:01**

Dear Sir(s),

With reference to the subject cited above, please find enclosed herewith the copy of “**Amendment No.: 01**” to the **NBCC Consultancy GCC for PMC Works - 2019**. This Amendment will be integral part of **NBCC Consultancy GCC for PMC Works - 2019**.

This Amendment (placed as **Annexure-I**) contains modification in **Clause 2.0** of Section 1: Notice Inviting Tender (NIT) and **Proforma of Bank Guarantee (Performance)** under Section-6: Formats and Annexures of GCC for PMC Works-2019

This Amendment shall be effective from the date of issue of this circular.

This issues with the approval of the competent authority.

Thanking you,

Yours faithfully,

Rakesh Garg
Executive Director (CE)

Encl.: As above

Circulation through ERP only

Copy for kind information to:

1. OSD to CMD
2. TO to Director (Comm.)
3. TO to Director (Projects)
4. DGM to Director (Finance)

AMENDMENT NO.: 01

TO

NBCC Consultancy GCC for PMC Works– 2019

The following Clause 2.0 of NIT is amended as under:

Section 1 NOTICE INVITING TENDER

2.0 Minimum eligible criteria:

The interested bidders should meet the following minimum qualifying criteria:

vi) Work Experience: Experience of having provided Architectural & Consultancy services for successfully completed similar works during the last 7 years ending initial stipulated last date of submission of tenders: -

1. Three similar works each costing not less than 40% of the estimated cost put to tender;

OR

2. Two similar works each costing not less than 50% of the estimated cost put to tender;

OR

3. One similar work costing not less than 80% of the estimated cost put to tender.

“Similar work” shall mean “Residential /Non-Residential Building works of any no. of storeys”.

“Successfully completed similar works” shall mean completion of construction of project for which consultancy assignment has been executed.

vii) Certificates in the name of other Companies:

Certificate of Subsidiary/Parent /Group Company /Own works: Any company/firm while submitting tender can use the work experience of its subsidiary company to the extent of its ownership in the subsidiary company. However, the companies/firms which intend to get qualified on the basis of experience of the parental company/group company/Own works shall not be considered. Further, the financial parameters of the subsidiary or Parental Company cannot be used by the other one for qualification.

Merger/ Acquisition of Companies: In case of a Company/firm, formed after merger and/ or acquisition of other companies/firms, past work experience and Financial parameters of the merged/ acquired companies/firms will be considered for qualification of such Company/firm provided such Company/firm continues to own the requisite assets and resources of the merged/ acquired companies/firms.

B. Financial Strength:

1. The Average annual financial turnover for last 3 years shall be at least 40% of the estimated consultancy fee put to tender. The requisite Turn

Over shall be duly certified by a Chartered Accountant with his Seal/ signatures and registration number.

2. In case of Companies/Firms less than 3 years old, the Average annual financial turnover shall be worked out for the available period only.

ATTESTED BY (NOTARY PUBLIC)

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE

(Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

NBCC (INDIA) LIMITED,
NBCC Bhawan, Lodhi Road, New Delhi – 110003

In consideration of NBCC (INDIA) LIMITED, having its Registered Office at NBCC, Bhawan, Lodhi Road, New Delhi -110003 (hereinafter called "NBCC") which expression shall unless repugnant to the subject or context include its successors and assigns, having awarded a work order/contract / supply order No. _____ Dated _____ (hereinafter called "the said contract") to M/s. _____ having its registered Head Office at _____ (hereinafter called the Architect / Consultant firm) which expression shall unless repugnant to the subject or context includes its successors and assigns at a total price of Rs._____ subject to the terms and conditions contained in the contract.

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

We, the..... Bank, (hereinafter called "The Bank") which expression shall unless repugnant to the subject or context include its successors and assigns) having our registered office at and branch office at hereby unconditionally and irrevocably undertake and guarantee payment to NBCC forthwith on the same day on demand in writing and without protest or demur of any and all moneys payable by the Architect / Consultant firm to NBCC under, in respect or 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 NBCC by reason of any breach by the Architect / Consultant firm of any of the terms and conditions contained in the contract as specified in the notice of demand made by NBCC to the bank with reference to this guarantee up to and aggregate limit of Rs. (Rupeesonly) the bank hereby agrees with NBCC that:

1. This Guarantee shall be continuing guarantee and shall remain valid and irrevocable for all claims of NBCC and liabilities of Architect / Consultant firm till the date of expiry of BG i.e. The claim period of the Bank Guarantee shall be for a period of 12 Months after the date of expiry of BG.
2. NBCC shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the Architect / Consultant firm from time to time or to postpone for any time or from time to time any of the powers exercisable by NBCC against the Architect / Consultant firm under the contract and forbear or enforce any of the terms and

conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the Architect / Consultant firm or for any forbearance, act or omission on the part of NBCC or any indulgence by NBCC to the Architect / Consultant firm or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

3. This guarantee shall be in addition to any other guarantee or security whatsoever NBCC may now or at any time have in relation to the performance of the works/equipment and NBCC shall have full authority to take re-course or to enforce this security in preference to any other guarantee or security which the NBCC may have or obtained and no forbearance on the part of NBCC in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its liability hereunder.
4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the Architect / Consultant firm, but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to NBCC in terms thereof are paid by the Bank or till expiry of the Bank Guarantee including claim period of Bank Guarantee, whichever is earlier.
5. The Bank Guarantee in no event be terminable, for any change in the constitution of the Guarantor Bank or for any other reasons whatsoever and the liability of the Guarantor Bank hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, or agreed with or without knowledge or consent of NBCC, by or between Architect / Consultant firm and the Bank.
6. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the bank in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the Architect / Consultant firm (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the Architect / Consultant firm stopping or preventing or purporting to stop or prevent any payment by the Bank to NBCC in terms hereof.
7. The amount stated in any notice of demand addressed by NBCC to the Guarantor as liable to be paid to NBCC by the Architect / Consultant firm or as suffered or incurred by NBCC on account of any losses or damages, costs, charges and / or expenses shall as between the Bank and NBCC be conclusive of the amount so liable to be paid to NBCC or suffered or incurred by NBCC as the case may be and payable by the Guarantor to NBCC in terms hereof subject to a maximum of Rs(Rupeesonly).
8. Unless demand or claim under this Guarantee is made on the Guarantor in writing within 12 Months after the date of expiry of the Guarantee, the Guarantor shall be discharged from all liabilities under this Guarantee there under.

Notwithstanding anything contained herein before our liability under this guarantee is restricted to Rs. (Rupees.....only). This guarantee will expire

on..... Any claim under this Guarantee must be received by us within 12 Months after the date of expiry.

Signed this day of at.....

For and on behalf of Bank

WITNESS.

1. _____

2. _____

Proforma added for Extension of Bank Guarantee:

FORM OF EXTENSION OF BANK GUARANTEE

(On Non-judicial stamp paper of same value on which original BG was executed)

Ref. No.:

Date:

To,
NBCC (I) Limited,

Dear Sir

Subject: Extension of Bank Guarantee No..... for(indicate value of Bank Guarantee).....favouring yourselves expiring on on account of M/s(Name of Architect / Consultant firm).....in respect of contract for(insert contract name)....., hereafter called original Bank Guarantee)

At the request of M/s , we Bank branch office at and having its Head office atdo hereby extend our liability under the above mentioned guarantee No. dated for a further period of year/ months from to expire on

Except as provided above, all other terms and conditions of original Bank Guarantee No.dated shall remain unaltered and binding.

Please treat this as an integral part of the original Guarantee to which it would be deemed to have been attached.

Signature.....

Name.....

Designation.....

Authorised vide Power
of Attorney No.....

Dated.....



CONTRACT ENGINEERING DIVISION

No. CE:Consultancy GCC (PMC):2020:18

October 20, 2020

ALL HOD/RBG/SBG Heads

Sub NBCC Consultancy GCC for PMC Works - 2019 — Amendment No.: 02

Dear Sir(s),

With reference to the subject cited above, please find enclosed herewith "Amendment No.: 02" to the **NBCC Consultancy GCC for item rate tenders**. This Amendment will be integral part of **NBCC Consultancy GCC for item rate tenders**.

This Amendment (placed as **Annexure-I**) contains modification in **clause no. 4.1 (Mode of payment) and clause no. 5.0, 5.1 & 5.2 (Additions, Alterations and Variation)** under Section-3 (Conditions of Contract) of Consultancy GCC for item rate tenders-2019.

A copy of above clauses highlighting changes made in Red (deletion) and Green colour (additions) for quick reference and easy understanding is also enclosed at Annexure-2.

This Amendment shall be effective from the date of issue of this circular.

This issues with the approval of the competent authority.

Thanking you,

Yours faithfully,

Rakesh Garg
Executive Director (CE)

Encl.: As above

Circulation through ERP only

Copy for kind information to:

1. TO to CMD
2. TO to Director (Comm.)
3. TO to Director (Projects)
4. DGM to Director (Finance)

**Amendment No. 2
to
NBCC Consultancy GCC for PMC Works - 2019**

The modified clauses/ part of clauses in NBCC Consultancy GCC for PMC Works - 2019 are as under:

Modified Clause	
4.0 Mode of Payment	
4.1	In case no payment is released by the client towards services rendered by the consultant/NBCC due to any reason despite efforts of consultants in preparing the concept etc., the consultant shall be paid a lump sum amount limited to Rs. 50,000 (fifty thousand) for the project value upto Rs. 50.00 Crs and @0.01% of the project value above Rs. 50.00 Crs subject to the ceiling of Rs. 5 Lakhs.
5.0 Additions, Alterations and Variation:	
iii. Variations	
	If the overall variations in actual cost of project w.r.t the approved estimated cost (worked out by the consultant for award of work to the contractor) exceeds by more than 5% (five percent)) due to any serious error on part of consultant in preliminary design/ estimation of quantities or on missing a component of the project at the time of designing, the Consultant shall be levied penalty maximum up to 10% of the consultancy fees which shall be recovered from their final bill. Above penalty shall be levied on the consultant on deviation beyond 5% on pro rata basis in such a way that full 10% recovery is effected on deviation of 10% (or more).The decision of the Engineer-in-charge in this regard shall be final and binding on the Architect firm/Consultant.
5.1	If the work in full or part is withdrawn from NBCC by the Client, the same shall be withdrawn from the scope of consultant and proportionate consultancy fee shall be paid only upto the stage for which the consultancy work has been completed subject to if it has been paid to NBCC by Client and the consultant shall have no further claim whatsoever on this account on NBCC/Client. Since the work is not completed; actual cost of work on completion will not be considered for deciding proportionate consultancy fee.
5.2	If any additional works are awarded by the client, and if NBCC desires, the consultant shall carry out additional work. However, this will be considered subject to the satisfactory performance of the consultant and the consultancy fee for such additional works shall be calculated and decided by NBCC/Client and the consultant shall have no further claim whatsoever on this account of NBCC/client.

**Amendment No. 2
to
NBCC Consultancy GCC for PMC Works - 2019**

The modified clauses/ part of clauses in NBCC Consultancy GCC for PMC Works - 2019 are as under:

Modified Clause
<p><u>Consultancy GCC for PMC Works-2019</u></p> <p>Section-3:Conditions of Contract</p> <p>4.0 Mode of Payment</p> <p>4.1 In case the project does not get sanctioned from clients no payment is released by the client towards services rendered by the consultant/NBCC due to any reason despite efforts of consultants in preparing the concept etc., the consultant shall be paid a lump sum amount limited to Rs. 50,000 (fifty thousand) for the project value upto Rs. 50.00 Crs and @0.01% of the project value above Rs. 50.00 Crs subject to the ceiling of Rs. 5 Lakhs.</p> <p>5.0 Additions, Alterations and Variation:</p> <p>iii. Variations</p> <p>If the overall variations in actual cost of project w.r.t the approved estimated cost (worked out by the consultant for award of work to the contractor) exceeds by more than 5% (five percent) due to any serious error on part of consultant in preliminary design/ estimation of quantities or on missing a component of the project at the time of designing, the Consultant shall be levied penalty maximum up to 10% of the consultancy fees and which shall be recovered from their final bill. Above penalty shall be levied on the consultant on deviation beyond 5% on pro rata basis in such a way that full 10% recovery is effected on deviation of 10% (or more).The decision of the Engineer-in-charge in this regard shall be final and binding on the Architect firm/Consultant.</p> <p>5.1 If the work in full or part is withdrawn from NBCC by the Client, the same shall be withdrawn from the scope of consultant and proportionate consultancy fee shall be paid only upto the stage for which the consultancy work has been completed subject to if it has been paid to NBCC by Client and the consultant shall have no further claim whatsoever on this account on NBCC/Client. Since the work is not completed; actual cost of work on completion will not be considered for deciding proportionate consultancy fee.</p> <p>5.2 If any additional works are awarded by the client, and if NBCC desires, the consultant shall carry out additional work. However, this will be considered subject to the satisfactory performance of the consultant and the consultancy fee for such additional works shall be calculated as per payments and decided by NBCC/Client and the consultant shall have no further claim whatsoever on this account of NBCC/client.</p>



CONTRACT ENGINEERING DIVISION

No. CE/Consultancy GCC (PMC)/2020/.24

December 01, 2020

ALL HODs/ RBG/SBG Heads

Sub NBCC Consultancy GCC for PMC Works - 2019 — Amendment No.: 03

Dear Sir(s),

With reference to the subject cited above, please find enclosed herewith "Amendment No.: 03" to the **NBCC Consultancy GCC for PMC Works**. This Amendment will be an integral part of **NBCC Consultancy GCC for PMC Works**.

This Amendment (placed as **Annexure-1**) contains modification in **Section 2: Clause no. 1.11**, in **Annexure-I (Affidavit)** & a new note inserted in **Section 3: (Conditions of Contract) Clause no. 2.0: Scope of work** of Consultancy GCC for PMC Works.

This Amendment shall be effective from the date of issue of this circular.

This issues with the approval of the competent authority.

Thanking you,

Yours faithfully,

Rakesh Garg
Executive Director (CE)

Encl.: As above

Circulation through ERP only

Copy for kind information to:

TO to CMD/ TO to Director (Comm.)/ TO to Director (Projects)/ DGM to Director (Fin.)

Amendment No. 03
to
NBCC Consultancy GCC for PMC Works - 2019

The modified clauses/ part of clauses in NBCC Consultancy GCC for PMC Works - 2019 are as under:

Modified Clause
<p>Section 2: INSTRUCTIONS TO CONSULTANT</p> <p>Amended Clause 1.11</p> <p>The benefits under the Government policies (Such as public procurement (preference to make in India) order 2017 or any further revision at any later date) as under shall be available to the eligible bidders on submitting the relevant supporting documents:</p> <ol style="list-style-type: none">1. Public Purchase (Preference to make in India) order 2017 or any further revision at any later date2. MSMED Act, 2006 and Public Procurement Policy for MSEs, Order- 2012 or any further revision at any later date - The policy shall be applicable to Exclusive Service and Supply Contract wherein Supplier provides goods or services at his own without being procured full or part of it from the market. <p>Therefore, the policy shall not be applicable to the following:</p> <ol style="list-style-type: none">a. Service Contracts in the nature of Works Contracts;b. Service contracts which are in the nature of Composite Supply (wherein services provided by the bidder is limited and some of the services/ goods are procured by them from some other party or wherein they need to associate with other consultants to complete the work);c. Traders.
ANNEXURE – I
AFFIDAVIT
(To be submitted by bidder on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only) duly attached by Notary Public)
(To be submitted in Envelope-1)
Affidavit of Mr.....S/o..... R/o
I, the deponent above named do hereby solemnly affirm and declare as under:
1. That I am the Proprietor/Authorized signatory of M/s Having its Head Office/Regd. Office at

2. That the information/documents/Experience certificates submitted by M/s..... along with the tender for (Name of work).....To NBCC (India) Ltd. are genuine and true and nothing has been concealed.

3. I shall have no objection in case NBCC verifies them from issuing authority (ies). I shall also have no objection in providing the original copy of the document(s), in case NBCC demands so for verification.

4. That _____ (Name of the bidder) shall fully comply with the DIPP's PPP-MII order no P-45021/2/2017/E II dated 15.06.17 and any further revision at any later date during the entire tenancy of the contract.

Note: In case of procurement for a value in excess of Rs 10 crore, above undertaking shall be provided from a statutory auditor or cost auditor of the company(in the case of companies) or from a practicing chartered accountant (in respect of tenderers other than companies).

5. It is certified that all approved makes for each respective item to be used in the works are proposed by us Make in India(MII) only as per the norms of minimum local content required as defined in the public procurement (preference to Make in India) order 2017 or any subsequent revision.

In case, where reputed MII makes are not available, names of any imported/foreign makes shall not be specified, instead requisite specifications of the materials shall be given in the tender.

6. That _____ (Name of bidder) shall fully comply with the Ministry of MSMED Act, 2006 and MSME Order 2012 or any further revision at any later date (as per applicability under clause 1.11 of Instruction to Consultants) during the entire tenancy of the contract.

7. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, NBCC at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues.

8. I shall have no objection in case NBCC verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal Branch /office issuing Bank and I/We shall have no right or claim on my submitted EMD before NBCC receives said verification.

9. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, NBCC shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.

10. I hereby confirm that our firm /company is not blacklisted/ barred /banned from tendering by NBCC. If this information is found incorrect, NBCC at its discretion may disqualify / reject / terminate the bid/contract.

11. The person who has signed the tender documents is our authorized representative. The Company is responsible for all of his acts and omissions in the tender.

I,, the Proprietor / Authorised signatory of M/s..... do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from..... and that no part of it is false.

Verified atthis.....day of

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

Section 3: Condition of Contract

2.0 Scope of Work:

NBCC would furnish the requirements and area schedule for various functions to the Architect firm / Consultant, the Architect firm / Consultant shall, there upon, render the following services and deemed to be included in their quoted price unless mentioned otherwise:

I. Preliminary Stage

A. Preliminary Concept Report:

B. Preliminary Planning:

II Working Drawing Stage:

III. Construction Stage:

IV. Completion Stage:

NOTE : Planning and Designing in purview of Vulnerability Atlas of India

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/Union Territory-wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This Atlas is one of its kind single point source for various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and

infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org.

It is mandatory for the bidders to refer to Vulnerability Atlas of India for multi-hazard risk assessment and includes the relevant hazard proneness specific to project location while planning and designing the project in terms of:

- 1) Seismic zone (II to V) for earthquakes,
- 2) Wind velocity(Basic Wind Velocity: 55,50,47,44,39&33 m/s),
- 3) Area liable to floods and Probable maximum surge height,
- 4) Thunderstorms history,
- 5) Number of cyclonic storms/severe cyclonic storms and maximum sustained wind specific to coastal region,
- 6) Landslides incidences with Annual normal rainfall, and
- 7) District-wise Probable Maximum Precipitation.



CONTRACT ENGINEERING DIVISION

No. CE/ GCC Consultancy (PMC)/2021/.34.

February 25, 2021

ALL HODs/ RBG/SBG Heads

Sub NBCC GCC Consultancy for PMC Works - 2019 — Amendment No.: 04

Dear Sir(s),

With reference to the subject cited above, please find enclosed herewith "Amendment No.: 04" to the **NBCC GCC Consultancy for PMC Works**. This Amendment will be an integral part of **NBCC GCC Consultancy for PMC Works**.

This Amendment (placed as **Annexure-1**) contains modification in **Section 1: Clause no. 2.0 (v): "Foreign Certificates"** of GCC Consultancy for PMC Works.

This Amendment shall be effective from the date of issue of this circular.

This issues with the approval of the competent authority.

Thanking you,

Yours faithfully,

Apurv Agarwal
General Manager (CE)

Encl.: As above

Circulation through ERP only

Copy for kind information to:

- 1) TO to CMD
- 2) TO to Director (Comm.)
- 3) TO to Director (Projects)
- 4) DGM to Director (Fin.)

**Amendment No. 04
to
NBCC GCC Consultancy for PMC Works - 2019**

The modified clauses/ part of clauses in NBCC Consultancy GCC for PMC Works – 2019 are as under:

(Showing **Deletion in RED** and **Addition in GREEN**)

Modified Clause
<p><u>Section 1 (NOTICE INVITING E-TENDER)</u></p> <p>2.0 Minimum eligible criteria:</p> <p>v) Foreign Certificates:</p> <p>(a) In case the work experience is for the work executed outside India, the bidders have to submit the completion/experience certificate issued by the owner duly signed & stamped, and affidavit to the correctness of the completion/experience certificates. The Architect/Consultant shall also get the completion/experience certificate attested by the Indian Embassy/consulate / High Commission in the respective country.</p> <p>In the event of submission of completion /experience certificate / other documents by the Bidder in a language other than English, the English translation of the same shall be duly authenticated by Chamber of Commerce of the respective country and attested by the Indian Embassy/consulate / High Commission in the respective country.</p> <p>Note:</p> <p><i>Provided further that bidders from member countries to the HAGUE convention, 1961 are permitted to submit requisite documents with “Apostille stamp” affixed by Competent Authorities designated by the government of respective country which would be acceptable in lieu of attestation from the Indian Embassy/ Consulate/ High Commission in their respective countries.</i></p>



CONTRACT ENGINEERING DIVISION

No. CE/ GCC Consultancy (PMC)/2021/. **39**.

March 09, 2021

ALL HODs/ RBG/SBG Heads

Sub **NBCC GCC Consultancy for PMC Works - 2019 — Amendment No.: 05**

Dear Sir(s),

With reference to the subject cited above, please find enclosed herewith "**Amendment No.: 05**" to the **NBCC GCC Consultancy for PMC Works**. This Amendment will be an integral part of **NBCC GCC Consultancy for PMC Works**.

This Amendment (placed as **Annexure-1**) contains modification in **Section 3: Clause no. 2.0 (I) (B): "Preliminary Planning"** of GCC Consultancy for PMC Works 2019.

This Amendment shall be effective from the date of issue of this circular.

This issues with the approval of the competent authority.

Thanking you,

Yours faithfully,

Apurv Agarwal
General Manager (CE)

Encl.: As above

Circulation through ERP only

Copy for kind information to:

- 1) TO to CMD
- 2) TO to Director (Comm.)
- 3) TO to Director (Projects)
- 4) DGM to Director (Fin.)

**Amendment No. 05
to
NBCC GCC Consultancy for PMC Works - 2019**

The modified clauses/ part of clauses in NBCC Consultancy GCC for PMC Works – 2019 are as under:

(Showing **Deletion in RED** and **Addition in GREEN**)

Modified Clause
<p>Section 3 CONDITIONS OF CONTRACT</p> <p>2.0 Scope of Works</p> <p>I. Preliminary Stage</p> <p>(A) Preliminary Concept Report</p> <p>(B) Preliminary Planning</p> <p>.....</p> <p>.....</p> <p>(f) The consultant will incorporate eco-friendly building materials like fly ash bricks, low VOC paints energy efficient equipment & fixtures etc. as per prevailing government rules.</p> <p>As per <i>MoE&F</i> guidelines, the consultant shall incorporate the Fly Ash products such as cement, concrete, bricks, blocks, tiles etc. or similar products or a combination or aggregate of them for the projects fall within a radius of 300 Kms. from a coal or lignite based thermal power plant.</p> <p><i>The consultant shall also design the project in such a manner as to optimize utilization of products in consultation with Engineer-in-Charge made from recycled C&D waste in terms of provisions under IS:383:2016 (Third Revision) and C&D Waste Guidelines, 2016 (and any subsequent revisions, guidelines, notifications in this regard, if any) and compute the quantities for their utilization in various items in construction</i></p>



CONTRACT ENGINEERING DIVISION

No. CE/ GCC Consultancy (PMC)/2021/48.

25/06/2021

ALL HODs/ RBG/SBG Heads

Sub NBCC GCC Consultancy for PMC Works - 2019 — Amendment No.: 06

Dear Sir(s),

With reference to the subject cited above, please find enclosed herewith "**Amendment No.: 06**" to the **NBCC GCC Consultancy for PMC Works**. This Amendment will be an integral part of **NBCC GCC Consultancy for PMC Works**.


This Amendment (placed as **Annexure-1**) contains modification in **CI. 1.0, CI. 2.0, CI. 5.0, CI. 6.0, CI. 10.0, CI. 18.0, CI. 20.0, CI. 22.0, CI. 29.0**, Deletion of **CI. 16.0, CI. 16.1, CI. 17.0, CI. 28.0**, and Addition of **CI. 30.0, CI. 31.0 & CI. 32.0** under **Section 01: "NIT"** of GCC Consultancy for PMC Works 2019. Further, Modification in **Annexure-I (Affidavit), Annexure-II (Acceptance of Tender Conditions)** and Addition of New **Annexure-XIV (Performa for Declaration towards EMD)** under **Section-06** have been also made.

This Amendment shall be effective from the date of issue of this circular.

This issues with the approval of the competent authority.

Thanking you,

Yours faithfully,


Rakesh Garg
ED (CE)

Encl.: As above

Circulation through ERP only

Copy for kind information to:

- 1) TO to CMD/
- 2) DGM to Director (Fin.)
- 3) Sr EDs

**Amendment No. 06
to
NBCC GCC Consultancy for PMC Works - 2019**

The modified clauses/ part of clauses in NBCC Consultancy GCC for PMC Works – 2019 are as under:

Modified Clause in GCC (consultancy-PMC) 2019

(Showing **Deletion in RED** and **Addition in GREEN**)

Section 1: Notice Inviting E-Tender

1.0

The tender document can be downloaded from the websites ~~www.tenderwizard.com/NBCC~~ <https://nbcc.enivida.com> and www.eprocure.gov.in. “Corrigendum, if any, would appear only on the above web site and not be published”.

2.0 Minimum Eligibility Criteria:

The interested bidders should meet the following minimum qualifying criteria:

A. Work Experience:

- i) Experience of having provided Architectural & Consultancy services for successfully completed similar works during the last 7 years ending initial stipulated last date of submission of tenders
 - a. Three similar works each costing not less than 40% of the estimated cost of the project

OR

 - b. Two similar works each costing not less than 50% of the estimated cost of the project

OR

 - c. One similar work costing not less than 80% of the estimated cost of the project.

“Similar works” shall mean Residential/Non-Residential Building works of any no. of storeys”.

“Successfully completed similar works” shall mean completion of construction of project for which consultancy assignment has been executed.

- ii) The past experience in similar nature of work should be supported by certificates issued by the client’s organisation. In case the work experience

is of Private sector, the completion certificate shall be supported with copies of the Letter of Award/ Contract Agreement and Corresponding TDS Certificates. Value of work will be considered commensurate with the value of **fee received as per TDS Certificates compared to agreed consultancy fee with client.**

- (iii) The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to previous day of ~~last day of submission of tenders~~ **initial stipulated last date of submission of tenders as per NIT.**
- (iv) Joint-venture / consortia of firms / companies **and Foreign bidders are not eligible to quote for the tender.** ~~shall not be allowed and the bidders should meet the above criteria themselves~~
- (v) The bidders submitting experience certificate for the works done in joint venture (JV)/consortium with other firms/companies, their proportionate experience to the extent of its share in the JV/consortium or work done by them shall only be allowed on submitting the valid proof of their share/ work done.**

vi) Foreign Certificates:

- (a) In case the work experience is for the work executed outside India, the bidders have to submit the completion/experience certificate issued by the owner duly signed & stamped, and affidavit to the correctness of the completion/experience certificates. The Architect/Consultant shall also get the completion/experience certificate attested by the Indian Embassy/consulate / High Commission in the respective country.

In the event of submission of completion /experience certificate/ other documents by the Bidder in a language other than English, the English translation of the same shall be duly authenticated by Chamber of Commerce of the respective country and attested by the Indian Embassy/consulate / High Commission in the respective country.

Note:

Provided further that bidders from member countries to the HAGUE convention, 1961 are permitted to submit requisite documents with "Apostille stamp" affixed by Competent Authorities designated by the government of respective country which would be acceptable in lieu of attestation from the Indian Embassy/ Consulate/ High Commission in their respective countries.

- (b) For the purpose of evaluation of Bidders, the conversion rate of such a currency into INR shall be the daily representative exchange rate published by the IMF as on 7 (Seven) days prior to the Last Date of Submission including extension(s) given if any.

vii) Certificate in the name of other companies:

a. Certificates of Subsidiary/Parent/Group Company/Own works:

Any company/firm while submitting tender can use the work experience of its subsidiary company to the extent of its ownership in the subsidiary

company. However, the companies/firms which intend to get qualified on the basis of experience of the parental company/group company/own works, shall not be considered. Further, the financial parameters of the subsidiary or Parental Company cannot be used by the other one for qualification.

b. Merger/ Acquisition of Companies:

In case of a Company/firm, formed after merger and/ or acquisition of other companies/firms, past work experience and Financial parameters of the merged/ acquired companies/firms will be considered for qualification of such Company/firm provided such Company/firm continues to own the requisite assets and resources of the merged/ acquired companies/firms.

B. Financial Strength:

- I. The Average annual financial turnover for last 3 years shall be at least 40% of the estimated consultancy fee put to tender. The requisite Turn Over shall be duly certified by a Chartered Accountant with his Seal/ signatures and registration number.

In case of Companies/Firms less than 3 years old, the Average annual financial turnover shall be worked out for the available period only.

- II. The bidders are required to upload ~~and submit~~ page of summarised Balance Sheet (Audited) and also page of summarised Profit & Loss Account (Audited) for immediate last three years.

5.0 The bid document consisting of scope of work and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.tenderwizard.com/NBCC <https://nbcc.enivida.com> or www.eprocure.gov.in free of cost.

6.0 Those Architect firms/ Consultants not registered on <https://nbcc.enivida.com> ~~the website mentioned above~~ are required to get registered beforehand with M/s Raitel. If needed they can be imparted training on online bidding process as per details available on the website.

10.0 Architect firm/ Consultant must ensure to quote rate in percentage. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue. The rate shall be Quoted upto 2 Decimals.

~~In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore,~~ If any cell is left blank and no rate is quoted by the tenderer, rate of such item/ **work** shall be treated as "0" (ZERO) **and the bid submitted by him shall be categorised as unresponsive and be ignored.**

~~16.0 Earnest Money Deposit:~~

~~Earnest Money Deposit of amount as mentioned in "NIT of Tender" required to be submitted along with the tender shall be in the form of Demand Draft payable at place as mentioned in NIT in favour of NBCC (India) Limited from any Scheduled~~

~~bank. The Bank Guarantee towards EMD is also acceptable (in the prescribed format as per Section 6) issued from any Nationalized Bank/Scheduled Banks. EMD shall be submitted in the prescribed proforma.~~

~~The EMD shall be valid for a minimum period of 180 (One Hundred eighty) days from the original last day of submission of bid as per NIT. The EMD shall be scanned and uploaded to the e-Tendering website within the period of bid submission and original should be deposited in office of NBCC.~~

~~16.1 The EMD shall be payable to NBCC without any condition(s), recourse or reservations.~~

~~i) The Bid will be rejected by NBCC as non-responsive and shall not be considered in case EMD is not received in physical form.~~

~~ii) The EMD of bidders other than L1 will be returned within 15 days, after opening of Financial Bid.~~

~~iii) The EMD of the successful consultant will be discharged after the consultant has furnished the required acceptable Performance Guarantee.~~

~~iv) No interest shall be paid by NBCC on the EMD.~~

~~v) The EMD may be forfeited:~~

~~a) If a consultant withdraws the bid after bid opening during the period of validity;~~

~~b) If, any unilateral revision in the offer is made by the tenderer during the validity of the offer.~~

~~c) Upon non acceptance of LOI/LOA, if and when placed In the case of a successful consultant; if the consultant fails to Sign the Agreement within the 30 days from the date of issue of LOA or furnish the required performance security or fail to commence the work within the stipulated time period prescribed in the contract.~~

~~d) If the bidder furnishes any incorrect or false statement/information/document.~~

~~e) If the bidder does not intimate the names of persons who are working with him in any capacity or are subsequently employed by him who are near relatives to any officers of NBCC and/or name of bidder's near relative who is posted in the project office/concerned zonal/SBG/RBG office of NBCC.~~

~~f) If Consultant commits any breach of Integrity Pact.~~

~~17.0 Interested Architect firm / Consultant who wish to participate in the bid has also to make following payments in the form of Demand Draft or Pay Order or Banker's Cheque of any Scheduled Bank and to be scanned and uploaded to the e-Tendering website within the period of bid submission:~~

~~i) Cost of Bid Document: Demand Draft or Pay Order or Banker's Cheque should be drawn in favour of NBCC (India) Ltd payable at New Delhi.~~

~~ii) e-Tender Processing Fee is to be paid through e-payment gateway to e-Tender Services Provider of NBCC.~~

~~iii) Cost of Bid Document and proof of e-tender Processing Fee & EMD accordingly, shall be placed in single sealed envelope superscripted as "Earnest Money, Cost of Bid Document and proof of e-tender Processing Fee" with name of work and due date of opening of the bid also mentioned thereon.~~

~~Certificate of work experience (if required) and other documents as specified in the tender shall be scanned and uploaded to the e-Tendering website within the period of bid submission and certified copy of each shall be deposited in a separate envelop marked as "Other Documents".~~

18.0 List of Documents to be scanned, **and uploaded on the e-tender website and also to be submitted in hard copy** within the period of bid submission:

- a. ~~Demand Draft/Pay order or Banker's Cheque / Bank Guarantee of any Nationalized / Scheduled Bank against EMD/~~ **declaration in lieu of EMD as per Govt. of India notification. (as per Annexure XIV)**
- b. Demand Draft/Pay order or Banker's Cheque of any Scheduled Bank towards cost of Bid Document.
- c. **Annexure-I: Affidavit dully notarized by notary public on Non-Judicial stamp paper of Rs. 100 for correctness of document/information.**
- d. **Annexure-II: Unconditional letter of acceptance of tender conditions (in original) (duly signed on letter head of the applicant/ bidder).**
- e. Proof of payment through e-payment gateway to ~~ITI Ltd~~ **e-tendering service provider.**
- f. ~~Annexure-I~~ **Annexure-III** to Annexure-XIII if applicable
- g. Corrigendum / Addendum / Other documents, if any
- h. Power of Attorney/ **Board Resolution** of the person authorised for signing /submitting the tender.

NOTE:

1. **The documents at Sl. No. a, b, c & d (i.e. Cost of bid document, declaration in lieu of EMD as per Govt. of India notification, Unconditional letter of acceptance duly signed on letter head, Notarized Affidavit for correctness of document/information) are required to be submitted in original in hard copy also within the period of Bid submission. All other documents are not required to be submitted in hard copy.**
2. **In case of non-submission of Cost of Bid document and/or declaration in lieu of EMD as per Govt. of India notification, the bid shall be rejected out rightly without seeking any further clarification**

3. Unconditional letter of acceptance duly signed on letter head, Notarized Affidavit for correctness of document/information are mandatory documents and are need to be checked carefully for its correctness (strictly as per prescribed format) before submission of bid. The bid shall be rejected outrightly in case of its non-submission without seeking any further clarification/document. No claim of the consultant whatsoever shall be entertained by NBCC on this account.
4. The bidders are advised to submit complete details with their bids. The Technical Bid Evaluation will be done on the basis of documents uploaded on e-tendering web site(s)/~~submitted~~ by the bidders with the bids. **Please note no fresh document other than in the form of clarification/revision in respect of an existing document shall be accepted after last date of submission of bids.**
5. The information should be submitted in the prescribed proforma. Bids with Incomplete/Ambiguous information ~~will be~~ **are liable to be** rejected.
6. ~~The Bank Guarantee for EMD Declaration in lieu of EMD as per Govt. of India notification~~ submitted by the bidders shall be strictly in the format prescribed in GCC. In case, **EMD Declaration** is not found verbatim in the prescribed format, the bid will be liable for rejection.
7. All the uploaded documents duly sealed and signed by the Power of Attorney holder should be in readable, printable and legible form failing which the Bids shall not be considered for evaluation. ~~The document submitted in hard copy should be duly page numbered.~~
8. ~~In case of Foreign bidders participating individually, the bidder is exempted from submission of GST/EPF/ESIC registration/PAN etc. including all other statutory registrations/ permissions/ approvals for executing work in India during bid submission. However, foreign bidders have to submit undertaking stating that they will be complying with such mandatory requirements within 60 days of issue of Letter of award.~~
~~The Contract agreement shall be signed only after meeting out all such requirements. No payment shall be released till such registration(s). In case of non-fulfilment of any such requirement by the bidder in due course of time, EMD shall be forfeited and the party will be put under holiday list.~~
~~The foreign bidder can provide the credit limit documents in lieu of Solvency Certificate.~~

19.0 Set of Tender Documents:

The following documents will constitute set of tender documents:

- a) Notice Inviting E-Tender
- b) Quoting Sheet for Tenderer
- c) General Conditions of Contract

- d) Special conditions of Contract (SCC)
- e) Site Layout/Plan, Drawings if available
- f) Annexure-I to Annexure-XIII
- g) Corrigendum / Addendum / Other documents, if any

20.0 ~~The bidders are advised to submit complete details with their bids. The Technical Bid Evaluation will be done on the basis of documents uploaded on e-tendering web site(s)/ submitted by the bidders with the bids. The information should be submitted in the prescribed proforma. Bids with Incomplete/Ambiguous information will be rejected.~~

~~The Bank Guarantee for EMD submitted by the bidders shall be strictly in the format prescribed in GGC. In case, EMD is not found verbatim in the prescribed format, the bid will be liable for rejection.~~

The envelope containing **Technical requisite bid documents** should also indicate clearly the name of the tenderer and his address. In addition, the left hand top corner of the envelope or container should indicate the name of the work, name of the document in the envelope with bid opening date and time and addressed to address mentioned above and shall reach up to 11:00 Hrs on or before date of Technical Bid. The online bid shall be opened at 11:30 Hrs. on the same day.

Online technical bid documents submitted by intending tenderers shall be opened only of those tenderers whose **Declaration in lieu of Earnest Money Deposit of requisite amount**, Cost of Bid Document, e-Tendering processing fee, Unconditional letter of acceptance and Affidavit for correctness of documents/information are **submitted alongwith the bid found in order**.

The bid submitted shall become invalid, if:

- i) The tenderer is found ineligible.
- ii) The tenderer does not upload all the documents ~~(including GST registration)~~ as stipulated in the bid document.
- iii) ~~If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of tender opening authority.~~
- iv) Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.

21. Before the last time and date of submission of bid as notified, the tenderer can submit revised bid any number of times.

22. The bid for the works shall remain open for acceptance for a period of 150 days from the last date of submission of bid including the extension given, if any. In case any tenderer withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to NBCC, then NBCC shall, without prejudice to any other right or remedy, be at liberty to ~~forfeit the said earnest money/~~ **place under holiday list for two years as per declaration submitted alongwith the tender in**

~~lieu of EMD as aforesaid.~~ Further the tenderers shall not be allowed to participate in the re-bidding process of work.

28. ~~Design Concept Presentation will be held on 14th day from the date of opening of the Technical Bid. The bidders qualified in Technical Bid Evaluation will be intimated through email minimum 48 hours prior to the Design Concept Presentation.~~

29. Financial Bid will be opened at 5 PM on the date of the Design Concept Presentation **or as intimated separately** in the presence of participants who choose to attend the opening of the Financial Bid.

30. **The bidder shall fully comply with the DIPP's PPP-MII order no P-45021/2/2017/E II dated 15.06.17 and any further revision at any later date during the entire tenancy of the contract.**

Note: In case of procurement for a value in excess of Rs 10 crore, above undertaking shall be provided from a statutory auditor or cost auditor of the company(in the case of companies) or from a practicing chartered accountant (in respect of tenderer other than companies).

31. The bidder shall ensure that all approved makes for each respective items to be used in the works are proposed by us Make in India(MII) only as per the norms of minimum local content required as defined in the public procurement (preference to Make in India) order 2017 or any subsequent revision.

In case, where reputed MII makes are not available, names of any imported/foreign makes shall not be specified, instead requisite specifications of the materials shall be given in the tender.

32. The bidder shall fully comply with the Ministry of MSMED Act, 2006 and MSME Order 2012 or any further revision at any later date (as per applicability under clause 1.11 of Instruction to Consultants) during the entire tenancy of the contract.

33. In case of any query please contact ShriPhone No:Email Id:during office hours.

**Section-6
FORMATS & ANNEXURES**

**Annexure- I
AFFIDAVIT**

(To be submitted by bidder on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only) duly attached by Notary Public)

(To be submitted in Envelope-1)

Affidavit of Mr.....S/o..... R/o
.....

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s Having its Head Office/Regd. Office at

2. That the information/documents/Experience certificates/ **Bank Guarantee(s)** submitted by M/s..... along with the tender for (Name of work).....To NBCC (India) Ltd. are genuine and true and nothing has been concealed.
3. I shall have no objection in case NBCC verifies ~~them~~ **those** from issuing authority (ies). I shall also have no objection in providing the original copy of the document(s), in case NBCC demand so for verification.
4. ~~That _____ (Name of the bidder) shall fully comply with the DIPP's PPP-MII order no P-45021/2/2017/E-II dated 15.06.17 and any further revision at any later date during the entire tenancy of the contract.~~
~~Note: In case of procurement for a value in excess of Rs 10 crore, above undertaking shall be provided from a statutory auditor or cost auditor of the company (in the case of companies) or from a practicing chartered accountant (in respect of tenderer other than companies).~~
5. ~~It is certified that all approved makes for each respective items to be used in the works are proposed by us Make in India (MII) only as per the norms of minimum local content required as defined in the public procurement (preference to Make in India) order 2017 or any subsequent revision.~~
~~In case, where reputed MII makes are not available, names of any imported/foreign makes shall not be specified, instead requisite specifications of the materials shall be given in the tender.~~
6. ~~That _____ (Name of bidder) shall fully comply with the Ministry of MSME Act, 2006 and MSME Order 2012 or any further revision at any later date (as per applicability under clause 1.11 of Instruction to Consultants) during the entire tenancy of the contract.~~
7. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, NBCC at its discretion may disqualify / reject / terminate the bid/contract and ~~also forfeit the EMD / All dues.~~ **place under holiday list as per NBCC Policy.**
8. ~~I shall have no objection in case NBCC verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal Branch /office issuing Bank and I/We shall have no right or claim on my submitted EMD before NBCC receives said verification.~~
9. ~~That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, NBCC shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.~~
10. ~~I hereby confirm that our firm /company is not blacklisted/ barred /banned from tendering by NBCC. If this information is found incorrect, NBCC at its discretion may disqualify / reject / terminate the bid/contract.~~
11. ~~The person who has signed the tender documents is our authorized representative. The Company is responsible for all of his acts and omissions in the tender.~~

I,, the Proprietor / Authorised signatory of M/s..... do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from..... and that no part of it is false.

Verified atthis.....day of

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

**Section-6
FORMATS & ANNEXURES**

ANNEXURE-II

ACCEPTANCE OF TENDER CONDITIONS

From:(To be submitted in ORIGINAL on the letter head of the company by the authorized officer having power of attorney/ **as per Board Resolution**)

To
NBCC (India) Limited,

Sub: Name of the work & NIT No.:_____

Sir,

- 1 This has reference to above referred tender. I/We **have read/viewed all the tender terms & conditions and** are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.
- 2 I/we are eligible to submit the bid for the subject tender and I/We are in possession of all the documents required.
- 3 ~~I/We have viewed and read the terms and conditions of NBCC carefully. I/We have downloaded the following documents forming part of the tender document:~~
 - a) ~~Notice Inviting E-Tender~~
 - b) ~~Quoting Sheet for Tenderer~~
 - c) ~~General Conditions of Contract~~
 - d) ~~Special Conditions of Contract (SCC), if applicable~~
 - e) ~~Site Layout/Plan, Drawings if available~~
 - f) ~~Annexure-I to Annexure-XIII~~
 - g) ~~Corrigendum / Addendum / Other documents, if any.~~
- 4 ~~I/we have uploaded the mandatory scanned documents such as cost of bid document, EMD of requisite amount, e-tendering Processing Fee and other documents as per Notice Inviting e-tender.~~

Yours faithfully,

(Signature of the tenderer)
With rubber stamp

Dated _____

Newly Added Annexure in Section 06: FORMATS & ANNEXURES

Annexure XIV

Performa for Declaration towards Earnest Money Deposit

Whereas, I/we(name of agency) has submitted bid for(name of work) and whereas the Earnest Money Deposit is being exempted in the aforesaid tender to give relief to the bidders as per govt. of India guidelines due to severe financial crunch on account of slowdown in economy due to the pandemic,

I/we hereby submit following declaration in lieu of submitting Earnest Money Deposit:

(1) If after the opening of tender, I/we withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents;

OR

(2) If, after the award of work, I/we fail to accept LOA/LOI, or to sign the contract, or to submit performance guarantee, or fail to commence the work within the stipulated time period prescribed in the Tender Documents;

OR

(3) If I/we furnish any incorrect or false statement/ information/ document;

OR

(4) If I/we hide any relevant information or do not disclose any material fact in the tender;

OR

(5) If I/we commit any breach of Integrity Pact,

I/we may be put under holiday list for a period of two years and shall not be eligible to bid for NBCC (India) Ltd. tenders from the date of issue of such order.

Signature of the consultant(s)



CONTRACT ENGINEERING DIVISION

No.: CE/GCC (Consultancy) PMC/2021/58

10/08/2021

ALL HODs/ RBG/SBG Heads

Sub: **NBCC GCC (Consultancy) PMC - 2019 – (Amendment No.: 07)**

Dear Sir(s),

With reference to the subject cited above, please find enclosed herewith "Amendment No.: 07" to the **NBCC GCC (Consultancy) PMC –2019**. This Amendment will be an integral part of **NBCC GCC (Consultancy) PMC - 2019**.

This Amendment (placed as Annexure-1) contains modification in Section-03 (Conditions of Contract) **Cl. 1.0 (g) (i.e. Definition of Engineer-In-Charge)** of NBCC GCC (Consultancy) PMC 2019.

This Amendment shall be effective from the date of issue of this circular.

This issues with the approval of the competent authority.

Thanking You,

Yours faithfully,

Apurv Agarwal
GM (CE)

Encl.: As above

Circulation through ERP only

Copy for kind information to:

- 1) TO to CMD/
- 2) DGM to Director (Fin.)
- 3) Sr. EDs

Amendment No. 07
to
NBCC GCC (Consultancy) PMC - 2019

The modified clause/ part of clause in NBCC GCC (Consultancy) PMC – 2019 is as under:

Modified clause in NBCC GCC (Consultancy) PMC - 2019 (Showing Deletion in RED and Addition in GREEN)
SECTION 03 CONDITIONS OF CONTRACT
1.0 DEFINITIONS For the purpose of the agreement, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires: (g) Engineer-in-Charge means the Engineer of NBCC, the name of whom is intimated through letter of award, or his representative as may be duly appointed and authorized in writing by him NBCC to act as "Engineer-in-charge" on his behalf for the purpose of the contract, to perform the duty set forth in this General condition of contracts and other contract documents.





CONTRACT ENGINEERING DIVISION

No. CE/ GCC Consultancy (PMC)/2021/75.

28/10/2021

ALL HODs/ RBG/SBG Heads

Sub:- NBCC GCC Consultancy for PMC Works - 2019 — Amendment No.: 08

Dear Sir(s),

With reference to the subject cited above, please find enclosed herewith "**Amendment No.: 08**" to the **NBCC GCC Consultancy for PMC Works**. This Amendment will be an integral part of **NBCC GCC Consultancy for PMC Works**.

This Amendment (placed as **Annexure-1**) contains modification of Section-4 "**CRITERIA AND EVALUATION**" and Revision of **Annexure-VIII** under Section 06 (Forms & Formats) of NBCC GCC Consultancy for PMC Works-2019.

This Amendment shall be effective from the date of issue of this circular.

This issues with the approval of the competent authority.

Thanking you,

Yours faithfully,

Apurv Agarwal
General Manager (CE)

Encl.: As above

Circulation through ERP only

Copy for kind information to:

- 1) TO to CMD/
- 2) DGM to Director (Fin.)
- 3) Sr EDs

Amendment No. 08
to
NBCC GCC Consultancy for PMC Works - 2019

The modified clauses/ part of clauses in NBCC Consultancy GCC for PMC Works – 2019 are as under:

Modified clauses in NBCC GCC (Consultancy/PMC)-2019 (Showing Deletion in RED and Addition in GREEN)		
<u>Section - 4</u>		
CRITERIA AND EVALUATION		
<i>{For tenders invited on “Quality cum Cost Based Selection” (QCBS) System}</i>		
The Detailed Criteria for evaluation of tenders invited on Quality and Cost Based Selection (QCBS) system shall be as under :		
1.0 <u>Technical Evaluation</u> :		
To become eligible for Technical Bid Evaluation, the bidder must meet the Minimum Eligibility Criteria as per NIT. (Only the bids, meeting the minimum eligibility criteria, as per NIT, will be considered for Stage-A & Stage-B evaluation)		
1.1 <u>STAGE – A</u> :		
(i) For Project up to Rs. 100 Cr.		
Marks system for the evaluation is as under : (35 Marks)		
1. Project Capabilities		
Work Experience : Experience of Architectural & Consultancy services for successfully completed similar works		20 Marks
(i)	Minimum Technical Eligibility Criteria as per NIT	10
(ii)	Twice the Minimum Technical Eligibility Criteria	15
(iii)	Thrice the Minimum Technical Eligibility Criteria or more	20
(iv)	In between (i) to (iii) – on pro-rata basis	
2. In-house Manpower		
In-House (i.e. on-roll) Manpower (to be supported with CV, Form 16/16A/26AS and latest Salary Slips) for Assignment		15 Marks
(i)	One of the Director/Partner/Chief Architect/Proprietor of company should be registered with ‘Council of Architecture’ & should have minimum 15 years of experience in Architectural & Consultancy work	02

(ii)	The bidder shall have adequate technical staff (i.e. Graduate in architecture) in house – ❖ Minimum Five Architects (in house) 02 Marks ❖ After Five Architects, for Each Additional Architect 0.5 Mark	07
(iii)	Key Personnel to be assigned as part of Project Team :	
	Team Leader should be Graduate in Architecture in First Class & registered with COA and should have minimum 07 years' experience and should be Employed with the Bidder for a minimum period of 03 years (to be supported with Certified copy of Appointment/ Offer letter/ Form 16/16A/26AS)	02 Marks
	More than 07 years' experience, 0.5 Mark for each Additional year of Experience	(Max. up to 04 marks)
	Total Marks	06
		35

(ii) For Project Above Rs. 100 Cr.

Marks system for the evaluation is as under : **(35 Marks)**

1. Project Capabilities		
	Work Experience : Experience of Architectural & Consultancy services for successfully completed similar works	20 Marks
(i)	Minimum Technical Eligibility Criteria as per NIT	10
(ii)	Twice the Minimum Technical Eligibility Criteria	15
(iii)	Thrice the Minimum Technical Eligibility Criteria or more	20
(iv)	In between (i) to (iii) – on pro-rata basis	
2. In-house Manpower		
	In-House (i.e. on-roll) Manpower (to be supported with CV, Form 16/16A/26AS and latest Salary Slips) for Assignment	15 Marks
(i)	One of the Director/Partner/Chief Architect/Proprietor of company should be registered with 'Council of Architecture' & should have minimum 20 years' of experience in Architectural & Consultancy work	02

The consultant shall have no right to challenge the marks assigned by the **individual member of the** committee and, **individual member of the** committee shall have no liability to applicant in this regard. No correspondence would be entertained challenging or contesting the marking by the individual member of the committee.

The committee shall evaluate the design concept of consultants by applying the evaluation criteria, sub-criteria, and point system as stipulated here in under.

Evaluation Criteria of the Design Concept Presentation:

1.	Master Planning & Zoning	25 18 Marks
(i)	Cost effective Site Utilization & Grouping of Functions, Economical design.	10 06
(ii)	Site Orientation: Massing (Compactness), Circulation (integration), Landscape blending with existing profile	15 06
(iii)	Knowledge of Building Bylaws and Statutory Requirements of respective local bodies/Municipalities, etc. for which the bidder should visit the site (s) before submission of Bid.	06
2.	Design Concept Planning	50 37 Marks
(i)	Aesthetics, Green Building Features, Disaster resistant methods / Technologies, Infrastructure for persons with disabilities.	12 07
(ii)	Design philosophy & approach, work methodology, work processes and systems employed by bidder in its organization and how these worked to tackle the project specific complexities and challenges with their impact & outcome	07
(iii)	Incorporation of Environmental Friendly and sustainability considerations in planning and design considering the use of eco-friendly materials, locally available materials and maximisation of retention of existing trees at site.	15 07
(iv)	Principles of Life Cycle Cost and accomplished Advance/ Latest Technologies and innovative materials & Finishes (other than conventional Technologies/materials) proposed to be used in the Project. The proposed Life Cycle Cost analysis and new technology (ies) should demonstrate the time and /or cost effectiveness along with demonstration/working out of overall	15 09

	estimated cost of the project based on various design features/parameters proposed by him.	
(v)	Innovative Modern and/or Contemporary, State of the Art Architectural features.	8 07
3.	Presentation	25 10 Marks
1.	Knowledge of Building Bylaws and Statutory Requirements of respective local bodies/Municipalities, etc for which the bidder should visit the site (s) before submission of Bid.	10
2. (i)	Overall Presentation, Interpretation of Design Concept, Interaction on concept and response to queries of the committee members.	15 10
	Total Marks	100 65 Marks

The bidders securing ~~75%~~ 70% & above marks **in aggregate in Stage-A & Stage-B combined** ~~in Design Concept Presentation~~ will qualify for Opening of Financial Bid.

Combined Technical score of ~~Design Concept Presentation~~ **Stage-A & Stage-B** shall be "**S_t**" as under:

S_t = Total marks of bidder in ~~Design Concept Presentation~~ **{Stage-A & Stage-B}**.

2.0 Financial Evaluation

The Financial bid of those tenderers whose documents are found to be in order and who qualify in Technical evaluation ~~i.e. Design concept presentation~~ will be opened **after the Design concept presentation as per notification.**

~~at 5 PM on the date of the Design Concept Presentation. If the Financial Bids are not opened on the date of Design Concept Presentation next date of opening of financial bid will be informed to the bidders by Fax / E mail.~~

The lowest Financial Bid (**F_m**) will be given a financial score (**S_f**) of 100 points.

The financial scores (**S_f**) of the other Financial Bids will be determined using the following formula:

$$\mathbf{S_f = 100 \times F_m / F}$$

In which

S_f is the financial score,
F_m is the lowest Financial Bid, and
F is the Financial Bid under consideration.

3.0 Final Evaluation of Bid

The final selection shall be based on QCBS i.e Quality and Cost based Selection. Bids will finally be ranked in accordance with their combined technical (**S_t**) and financial (**S_f**) scores:

$$S = S_t \times T_w + S_f \times F_w$$

Where,

S is the combined score, and

T_w and **F_w** are weights assigned to Technical Bid and Financial Bid that will be 0.70:0.30 respectively.

The bidder achieving the highest combined technical and financial score will be considered to be the successful Applicant and work shall be awarded to the bidder.

Modified Annexure in NBCC GCC (Consultancy/PMC)-2019

(Showing Deletion in RED and Addition in GREEN)

Section-6 FORMATS & ANNEXURES

Annexure-VIII PROFORMA FOR ON ROLL MANPOWER

~~(Details to be filled online)~~

Sr. No.	Manpower	Name of Employee	Designation	No. of Years with the Company	Total Experience in years
1.	Architects: B Arch with minimum 10 yrs of experience in the Consultancy (on roll).				
I					
II					
2.	Architects: B Arch with minimum 04 yrs of experience in the Consultancy (on roll).				
I					
II					

3.	Structural Engineer: B. tech with 10 year experience or M. Tech with 5-year experience in structural Design. (on roll)				
4.	Graduate Mechanical, Electrical, Plumbing (MEP) Engineer (on roll)				

- Attach Copies of CVs.
- Attach Copies of Qualification.
- Zero marks will be given if CVs and Certificates of Qualification are not found enclosed.

Signature of Bidder with Seal

Sr. No.	Name of Employee	Qualification	Designation	No. of Years with the Company	Total Experience in years
A.	Director/Partner/Chief Architect/Proprietor of company				
1					
2					
B.	Notified Team Leader				
1					
C.	Notified Project Manager (for project above Rs. 100 cr.)				
1					
D.	Architect (s)				
1					
2					
3					
4					

5					
6					

- **Attach Copies of CVs duly attested by the individual as well as by the authorised signatory of the company.**
- **Attach Copies of Qualification, FORM-16/16A/26AS and latest salary slips duly certified by the individual as well as by authorised signatory of the company.**
- **For Team leader and Project manager, in support of claimed experience associated with the Bidder, certified copy of Appointment/Offer letter (duly certified by the individual as well as by authorised signatory of the company) shall also be attached.**
- **In case of non-submission of any of the supporting document, Zero mark will be given in the respective category.**

Signature of Bidder with Seal



CONTRACT ENGINEERING DIVISION

No. CE/ GCC Consultancy (PMC)/2021/. 24

03/12/2021

ALL HODs/ RBG/SBG Heads

Sub:- NBCC GCC Consultancy for PMC Works - 2019 — Amendment No.: 09

Dear Sir(s),

With reference to the subject cited above, please find enclosed herewith "Amendment No.: 09" to the NBCC GCC Consultancy for PMC Works. This Amendment will be an integral part of NBCC GCC Consultancy for PMC Works.

This Amendment (placed as Annexure-1) contains modification in Section 01: Cl. 18.0, Cl. 19.0 and Addition of New Performa as Annexure-XV "Performa for Details of Client Organization in respect of Work Experience Certificates" under Section 06 (Forms & Formats) of NBCC GCC Consultancy for PMC Works-2019.

This Amendment shall be effective from the date of issue of this circular.

This issues with the approval of the competent authority.

Thanking you,

Yours faithfully,

Apurv Agarwal
General Manager (CE)

Encl.: As above

Circulation through ERP only

Copy for kind information to:

- 1) TO to CMD/
- 2) TO to Director (Projects)/
- 3) DGM to Director (Fin.)/
- 4) Sr. EDs

Amendment No. 09
to
NBCC GCC Consultancy for PMC Works - 2019

The modified clauses/ part of clauses in NBCC GCC Consultancy for PMC Works – 2019 are as under:

Modified clauses in NBCC GCC (Consultancy/PMC)-2019 (Showing Deletion in RED and Addition in GREEN)
SECTION 01 <u>NOTICE INVITING e-TENDER (NIT)</u>
18. List of Documents to be scanned, and uploaded on the e-tender website within the period of bid submission: e. Proof of payment through e-payment gateway to e-tendering service provider. f. Annexure-III to Annexure-XIII, if applicable g. Corrigendum / Addendum / Other documents, if any h. Power of Attorney/Board Resolution of the person authorised for signing /submitting the tender. i. Annexure- XV – Performa for Details of Client Organization in respect of Work Experience Certificates
SECTION 01 <u>NOTICE INVITING e-TENDER (NIT)</u>
19. Set of Tender Documents: The following documents will constitute set of tender documents: a) Notice Inviting E-Tender b) Quoting Sheet for Tenderer c) General Conditions of Contract d) Special conditions of Contract (SCC) e) Site Layout/Plan, Drawings if available f) Annexure-I to Annexure-XIII and Annexure- XV g) Corrigendum / Addendum / Other documents, if any



**SECTION 06
FORMATS & ANNEXURES**

Annexure - XV

**Performa for Details of Client Organization in respect of Work Experience
Certificates**

**(Details to be provided by the Bidder in respect of the work Experience
Certificates submitted along with the Tender)**

Details of client organization							
Sl. No.	Name of the Work	Name and Designation of the Experience certificate issuing authority with phone/contact number and working e-mail ID	Name, phone/contact number and working e-mail ID of the highest authority heading the project	Name of Head of the organization	Complete Postal address	E- mail ID	Phone no.
1.							
2.							
3.							

Seal and Signature of Bidder



CONTRACT ENGINEERING DIVISION

No. CE/ GCC Consultancy (PMC)/2021/...94

10/12/2021

ALL HODs/ RBG/SBG Heads

Sub:- **NBCC GCC (Consultancy) for PMC Works - 2019 — Amendment No.: 10**

Dear Sir(s),

With reference to the subject cited above, please find enclosed herewith "**Amendment No.: 10**" to the **NBCC GCC (Consultancy) for PMC Works – 2019**. This Amendment will be an integral part of **NBCC GCC (Consultancy) for PMC Works - 2019**.

This Amendment (placed as **Annexure-1**) contains Addition of new **Clause 6.0** in Section 02 (INSTRUCTIONS TO CONSULTANT) of NBCC GCC Consultancy for PMC Works-2019.

This Amendment shall be effective from the date of issue of this circular.

This issues with the approval of the competent authority.

Thanking you,

Yours faithfully,

Apurv Agarwal
General Manager (CE)

Encl.: As above

Circulation through ERP only

Copy for kind information to:

- 1) TO to CMD/
- 2) TO to Director (Projects)/
- 3) DGM to Director (Fin.)/
- 4) Sr. EDs

**Amendment No. 10
to
NBCC GCC Consultancy for PMC Works - 2019**

The Newly added clause in NBCC GCC Consultancy for PMC Works – 2019 is as under:

<p>Newly Added clause in NBCC GCC (Consultancy/PMC)-2019 (Showing Deletion in RED and Addition in GREEN)</p>
<p>SECTION 02</p> <p><u>INSTRUCTIONS TO CONSULTANT</u></p> <p>6.0 Bids from Consultant against whom action to suspend business dealings has been taken by NBCC or any of its subsidiaries shall not be accepted for any future enquiry/ bid/ tender till the expiry of period of debarment. Bidders may refer to the 'Guidelines on Suspension of Business' on NBCC's website.</p>



CONTRACT ENGINEERING DIVISION

No. CE/GCC Consultancy (PMC)/2022/ 109

01/02/2022

ALL HOD's/ RBG/SBG Heads

Sub:- **NBCC GCC Consultancy for PMC Works - 2019 — Amendment No.: 11**

Dear Sir(s),

With reference to the subject cited above, please find enclosed herewith "**Amendment No.: 11**" to the **NBCC GCC (Consultancy) for PMC Works**. This Amendment will be an integral part of **NBCC GCC (Consultancy) for PMC Works**.

This Amendment (placed as **Annexure-1**) contains modification to Section-1 "**NOTICE INVITING E-TENDERING**" and to Annexure – I (Affidavit) under Section 06 (**Forms & Formats**) of NBCC GCC (Consultancy) for PMC Works-2019. Further, **Annexure-XIV** under Section 06 (**Forms & Formats**) of NBCC GCC (Consultancy) for PMC Works-2019 has been deleted.

This Amendment shall be effective from the date of issue of this circular.

This issues with the approval of the competent authority.

Thanking you,

Yours faithfully,

Apurv Agarwal
General Manager (CE)

Encl.: As above

Circulation through ERP only

Copy for kind information to:

- 1) OSD to CMD
- 2) TO to Director (Proj.)
- 3) DGM to Director (Fin.)
- 4) Sr. ED's

ANNEXURE - 01

Section-1

NOTICE INVITING e-TENDER

**NBCC (INDIA)LIMITED
(A GOVT. OF INDIA ENTERPRISE)**

NO.-----

Dated -----

NOTICE INVITING e-TENDER

1. NBCC invites e-tender on percentage fees basis from reputed Architect / Consultant firms for providing Architectural and Engineering Consultancy Services for(Name of the work)..... as per schedule as under. The estimated Project Cost of this work is Rs.....

Bidding Document No.	
Name of the work	
Client/Owner	
Brief Scope of Work	
The Maximum Quoted Consultancy Fee to be quoted by intending tenderer.	..% of the Estimated Cost of the Work
Time for Completion of work Months
Defect Liability period Months
Estimated Consultancy FeeRs.
Declaration in lieu of Earnest Money Deposit (as per prescribed performa)	Rs.
Non-refundable cost of tender / Bid document	Rs..... + GST @ X% *in the shape of DD/PO in favour of NBCC (India) Ltd. payable at *X% shall be 18% or as prevailing on the date of NIT Bank Details of NBCC (For the purpose of BG) Name of Beneficiary: _____ Bank: _____ Current A/C No. : _____ IFS Code : _____
Non-refundable cost of e-tender processing fee	Rs..... through e-payment gateway to M/s Railtel Ltd.
Date & time of opening of Technical bid	_____ at 11.30 AM
Last date & time of submission of bid (on line)	Upto _____ AM/PM on or before the date of opening of Technical Bid

Signature of Tenderer

Signature of NBCC

Period during which Declaration in lieu of EMD, Cost of Bid Document, e-tender processing fee and other documents (all original) in hard form shall be submitted	Upto 11.00 AM on or before the date of opening of Technical Bid
Date & time of Design Concept Presentation	On _____ from 10.00 AM onwards
Date & time of opening of Financial Bid	On _____ at 5.00 PM
Validity of offer	150 days from initially stipulated last date of submission of Tender as per NIT.
Obtaining GRIHA / Green Building Certification	i) Required/Not Required ii) If Required..... Star Rating

The tender document can be downloaded from the websites <https://nbcc.enivida.com> and www.eprocure.gov.in. "Corrigendum, if any, would appear only on the above web site and not be published".

2.0 Minimum Eligibility Criteria:

The interested bidders should meet the following minimum qualifying criteria:

A. Work Experience:

- i) Experience of having provided Architectural & Consultancy services for successfully completed similar works during the last 7 years ending initial stipulated last date of submission of tenders
 - a. Three similar works each costing not less than 40% of the estimated cost of the project
OR
 - b. Two similar works each costing not less than 50% of the estimated cost of the project
OR
 - c. One similar work costing not less than 80% of the estimated cost of the project.

"Similar works" shall mean Residential/Non-Residential Building works of any no. of storeys".

"Successfully completed similar works" shall mean completion of construction of project for which consultancy assignment has been executed.
- ii) The past experience in similar nature of work should be supported by certificates issued by the client's organisation. In case the work experience is of Private sector, the completion certificate shall be supported with copies of the Letter of Award/ Contract Agreement and Corresponding TDS Certificates. Value of work will be considered commensurate with the value

of the tenders/Contracts. Contact details of the Independent External Monitor (s) are posted on NBCC's website i.e. www.nbccindia.com.

- (iii) This panel is authorized to examine / consider all references made to it under this tender in terms of Integrity Pact. The Independent External Monitors (IEMs) shall review independently, the cases referred to them to assess whether and to what extent the parties concerned comply with the obligations under the Integrity Pact entered into between NBCC and Consultant.
- (iv) The Independent External Monitors (IEMs) has the right to access without restriction to all Project documentations of the Employer including that provided by the Consultant. The Consultant will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Sub-consultants. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Consultant / Sub-Consultants etc. with confidentiality.

16.0 Earnest Money Deposit:

Earnest Money Deposit of amount as mentioned in "NIT of Tender" required to be submitted along with the tender shall be in the form of Demand Draft payable at place as mentioned in NIT in favour of NBCC (India) Limited from any Scheduled bank. The Bank Guarantee towards EMD is also acceptable (in the prescribed format as per Section-6) issued from any Nationalized Bank/Scheduled Banks. EMD shall be submitted in the prescribed performa.

The EMD shall be valid for a minimum period of 180 (One Hundred eighty) days from the original last day of submission of bid as per NIT. The EMD shall be scanned and uploaded to the e-Tendering website within the period of bid submission and original should be deposited in office of NBCC.

16.1 The EMD shall be payable to NBCC without any condition(s), recourse or reservations.

- i) The Bid will be rejected by NBCC as non-responsive and shall not be considered in case EMD is not received in physical form.
- ii) The EMD of bidders other than L1 will be returned within 15 days, after opening of Financial Bid.
- iii) The EMD of the successful consultant will be discharged after the consultant has furnished the required acceptable Performance Guarantee.
- iv) No interest shall be paid by NBCC on the EMD.
- v) The EMD may be forfeited:
 - a) if a consultant withdraws the bid after bid opening during the period of validity;
 - b) If, any unilateral revision in the offer is made by the tenderer during the validity of the offer.

- c) Upon non acceptance of LOI/LOA, if and when placed
- d) In the case of a successful consultant; if the consultant fails to Sign the Agreement with in the 30 days from the date of issue of LOA or furnish the required performance security or fail to commence the work within the stipulated time period prescribed in the contract.
- e) If the bidder furnishes any incorrect or false statement/information/document.
- f) If the bidder does not intimate the names of persons who are working with him in any capacity or are subsequently employed by him who are near relatives to any officers of NBCC and/or name of bidder's near relative who is posted in the project office/concerned zonal/SBG/RBG office of NBCC.
- g) If Consultant commits any breach of Integrity Pact

17. DELETED

18. List of Documents to be scanned, and uploaded on the e-tender website within the period of bid submission:

- a. Demand Draft/Pay order or Banker`s Cheque or Bank Guarantee of any Nationalised or Scheduled Commercial Bank ~~Declaration in lieu of~~ against EMD as per Govt. of India notification. (as per Annexure XIV).
- b. Demand Draft/Pay order or Banker`s Cheque of any Nationalised or Scheduled Commercial Bank towards cost of Bid Document.
- c. Annexure-I: Affidavit dully notarized by notary public on Non-Judicial stamp paper of Rs. 100 for correctness of document/information.
- d. Annexure-II: Unconditional letter of acceptance of tender conditions (in original) (duly signed on letter head of the applicant/ bidder).
- e. Proof of payment through e-payment gateway to e-tendering service provider.
- f. Annexure-III to Annexure-XIII if applicable
- g. Corrigendum / Addendum / Other documents, if any
- h. Power of Attorney/Board Resolution of the person authorised for signing /submitting the tender.
- i. Annexure- XV – Performa for Details of Client Organization in respect of Work Experience Certificates

NOTE:

1. The documents at Sl. No. a, b, c & d (i.e. Cost of bid document, Demand Draft/Pay order or Banker`s Cheque or Bank Guarantee of any Nationalised or Scheduled Commercial Bank ~~declaration in lieu of~~ against EMD as per Govt. of India notification, Unconditional letter of acceptance duly signed on letter head, Notarized Affidavit for correctness of document/information) are required to be submitted

in original in hard copy also within the period of Bid submission. All other documents are not required to be submitted in hard copy.

2. In case of non-submission of Cost of Bid document and/or Demand Draft/Pay order or Banker's Cheque or Bank Guarantee of any Nationalised or Scheduled Commercial Bank against ~~declaration in lieu of EMD as per Govt. of India notification~~, the bid shall be rejected outrightly without seeking any further clarification
3. Unconditional letter of acceptance duly signed on letter head, Notarized Affidavit for correctness of document/information are mandatory documents and are need to be checked carefully for its correctness (strictly as per prescribed format) before submission of bid. The bid shall be rejected outrightly in case of its non-submission without seeking any further clarification/document. No claim of the consultant whatsoever shall be entertained by NBCC on this account.
4. The bidders are advised to submit complete details with their bids. The Technical Bid Evaluation will be done on the basis of documents uploaded on e-tendering web site(s) by the bidders with the bids. Please note no fresh document other than in the form of clarification/revision in respect of an existing document shall be accepted after last date of submission of bids.
5. The information should be submitted in the prescribed proforma. Bids with Incomplete/Ambiguous information are liable to be rejected.
6. Demand Draft/Pay order or Banker's Cheque or Bank Guarantee of any Nationalised or Scheduled Commercial Bank against ~~Declaration in lieu of EMD as per Govt. of India notification~~ submitted by the bidders shall be strictly in the format prescribed in GCC. In case, Bank Guarantee for EMD ~~Declaration~~ is not found verbatim in the prescribed format, the bid will be liable for rejection.
7. All the uploaded documents duly sealed and signed by the Power of Attorney holder should be in readable, printable and legible form failing which the Bids shall not be considered for evaluation.

19. Set of Tender Documents:

The following documents will constitute set of tender documents:

- a) Notice Inviting E-Tender
- b) Quoting Sheet for Tenderer
- c) General Conditions of Contract
- d) Special conditions of Contract (SCC)
- e) Site Layout/Plan, Drawings if available
- f) Annexure-I to Annexure-XIII and Annexure-XV
- g) Corrigendum / Addendum / Other documents, if any

20. The envelope containing requisite bid documents should also indicate clearly the name of the tenderer and his address. In addition, the left hand top corner of the envelope or container should indicate the name of the work, name of the document in the envelope with bid opening date and time and addressed to address mentioned above and shall reach up to 11:00 Hrs on or before date of Technical Bid. The on line bid shall be opened at 11:30 Hrs. on the same day.

Online technical bid documents submitted by intending tenderers shall be opened only of those tenderers whose ~~Declaration in lieu of~~ Earnest Money Deposit of requisite amount, Cost of Bid Document, e-Tendering processing fee, Unconditional letter of acceptance and Affidavit for correctness of documents/information are submitted along with the bid.

The bid submitted shall become invalid, if:

- i) The tenderer is found ineligible.
 - ii) The tenderer does not upload all the documents as stipulated in the bid document.
 - iii) Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
21. Before the last time and date of submission of bid as notified, the tenderer can submit revised bid any number of times.
22. The bid for the works shall remain open for acceptance for a period of 150 days from the last date of submission of bid including the extension given, if any. In case any tenderer withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to NBCC, then NBCC shall, without prejudice to any other right or remedy, be at liberty to ~~place under holiday list for two years as per declaration submitted alongwith the tender in lieu of~~ forefeit the EMD as aforesaid. Further the tenderers shall not be allowed to participate in the re-bidding process of work.
23. The acceptance of any or all tender(s) will rest with NBCC who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all of the tenders received without assigning any reason thereof.
24. On acceptance of tender, the name of the accredited representative(s) of the Architect / Consultant who would be responsible for taking instructions from Engineer-in-Charge or its authorized representative shall be intimated within 07 days of issue date of Letter of Award(LOA)/ Letter of Intent(LOI) by NBCC.
25. Date of Start of work shall be reckoned from the 10th day after issue of the letter of Award (LOA)/ Letter of Intent (LOI) by NBCC.
26. The award of consultancy work, execution and completion of work shall be governed by tender documents consisting of (but not limited to) NIT, General Conditions of Contract, Special Conditions of Contract, Technical Evaluation, Price bid, etc. The tenderers shall be deemed to have gone

Section-6

FORMATS & ANNEXURES

AFFIDAVIT

**(To be submitted by bidder on non-judicial stamp paper of Rs. 100/-
(Rupees Hundred only) duly attached by Notary Public)**
(To be submitted in Envelope-1)

Affidavit of Mr.....S/o.....

R/o

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s
Having its Head Office/Regd. Office at
2. That the information/documents/Experience certificates/Bank Guarantee(s)
submitted by M/s..... along with the tender for
(Name of work).....To NBCC (India) Ltd. are genuine and true and
nothing has been concealed.
3. I shall have no objection in case NBCC verifies those from issuing authority
(ies). I shall also have no objection in providing the original copy of the
document(s), in case NBCC demand so for verification.
4. I hereby confirm that in case, any document, information & / or certificate
submitted by me found to be incorrect / false / fabricated, NBCC at its
discretion may disqualify / reject / terminate the bid/contract and also
forfeit the EMD / all dues ~~place under holiday list~~ as per NBCC Policy.

I,, the Proprietor / Authorised signatory of
M/s..... do hereby confirm that the contents of the
above Affidavit are true to my knowledge and nothing has been concealed there
from..... and that no part of it is false.

Verified atthis.....day of

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

Annexure XIV

Performa for Declaration towards Earnest Money Deposit

~~Whereas, I/we(name of agency) has submitted bid for(name of work) and whereas the Earnest Money Deposit is being exempted in the aforesaid tender to give relief to the bidders as per govt. of India guidelines due to severe financial crunch on account of slowdown in economy due to the pandemic,~~

~~I/we hereby submit following declaration in lieu of submitting Earnest Money Deposit:~~

- ~~(1) If after the opening of tender, I/we withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents;~~

~~OR~~

- ~~(2) If, after the award of work, I/we fail to accept LOA/LOI, or to sign the contract, or to submit performance guarantee, or fail to commence the work within the stipulated time period prescribed in the Tender Documents;~~

~~OR~~

- ~~(3) If I/we furnish any incorrect or false statement/ information/ document;~~

~~OR~~

- ~~(4) If I/we hide any relevant information or do not disclose any material fact in the tender;~~

~~OR~~

- ~~(5) If I/we commit any breach of Integrity Pact;~~

~~I/we may be put under holiday list for a period of two years and shall not be eligible to bid for NBCC (India) Ltd. tenders from the date of issue of such order.~~

Signature of the consultant(s)