



NBCC (INDIA) LIMITED

(Formerly known as 'National Buildings Construction Corporation Limited')
(A Government of India Enterprise)

SBG – West Bengal

Vibgyor Towers, Action Area- I, CE-II, New Town, Rajarhat, Kolkata- 700 156.
Tel & fax:-033-4004-1094 & 033-4067-1093/94.
Email ID: rbg.east@nbccindia.com

NOTICE INVITING e- TENDER
(PAGE No. 1 to 10)



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Date: 30.06.2022

NOTICE INVITING e-TENDER (NIT)

1.0 NBCC invites online percentage rate open e-tender in two bid system from experienced and eligible Contractors for **"Construction of Director's Bungalow at MDI campus in Murshidabad, West Bengal:**

Tendering Document No.	NIT No: NBCC/SBGWB/MDI/Dir/2022/310 Dated: 30.06.2022
Name of the Work	Construction of Director's Bungalow at MDI campus in Murshidabad, West Bengal
Brief Scope of Work	Construction of G+1 Director's Bungalow complete in all respect including external development works and boundary wall.
Estimated Cost	Rs.1,31,72,026.12 (Rupees One Crore Thirty One Lacs Seventy Two Thousand and Twenty Six and Twelve paisa only).
Period for completion	Ten Months (10 Months)
Earnest Money Deposit	Rs.1,31,720.26 (Rupees One Lac Thirty One Thousand Seven Hundred Twenty and Twenty Six paisa only)
Non-refundable cost of Tender document	Rs.10000/-+GST @ 18% i.e. Rs.11800/- (Rupees Eleven Thousand and Eight Hundred only) in the shape of DD/PO in the favour of NBCC (India) Limited, Payable at Kolkata. Bank Details of NBCC (India) Ltd. for Bank Guarantee only:- Name of beneficiary:- NBCC (India) Ltd. Bank:- United Bank of India Branch:- Lodhi Colony, New Delhi Current A/c No.:- 352401010035007 IFS Code:- UBIN0535249
Non-refundable cost of e-Tender processing fee	Rs.2950/-(Rupees Two Thousand Nine Hundred and Fifty only) through e-payment gateway to M/s Railtel Ltd..
Last date & time of submission	Up to 16.07.2022 by 11.00 AM (IST)

of Online Tender	
Period during which hard copy in original of EMD, Cost of Tender Document, e-tender processing fee, Letter of Acceptance of tender conditions unconditional, enlistment order of the contractor and other document as per NIT shall be submitted.	Up to 11.00 AM on or before the date of opening of technical bid.
Date & Time of Opening of technical Tender	16.07.2022 at 11.30 AM
Date & Time of Opening of Financial Tender	25.07.2022 at 3.30 PM
Validity of offer	150 days from the date of opening of price tender.
Pre-Tender Meeting & Venue	07.07.2022 at 11.00 AM in the Office of the General Manager (Engg), SBG-Head, West Bengal, Ground Floor, NBCC (India) Ltd., VIBGYOR TOWER, Action Area-I, New Town, Rajarhat, Kolkata-700156. Queries, if any, must reach in writing on or before 05.07.2022.

The tender document can be downloaded from website <https://nbcc.enivida.com> And www.eprocure.gov.in "Corrigendum/Addendum", if any, would appear only on the NBCC web site and not to be published in any News Paper".

2.0 Minimum Eligibility Criteria:

The interested bidders should meet the following minimum qualifying criteria:

A. Work Experience:

i) Experience of having successfully completed similar works during the last Seven (7) years ending initial stipulated last date of submission of tenders as per NIT:

- a. Three similar works each costing not less than 40% of the estimated cost put to tender.
- OR
- b. Two similar works each costing not less than 50% of the estimated cost put to tender.
- OR
- c. One similar work costing not less than 80% of the estimated cost put to put to tender.

"Similar works" shall mean "Construction of Residential Building of any no. of storeys".

ii) The past experience in similar nature of work should be supported by certificate(s) issued by an officer not below the rank of Executive Engineer of Client's organization. In case the work experience is of Private sector the completion certificate shall be supported with copies of Letter of Award and copies of Corresponding TDS Certificates (Form 16A). Value of work will be considered equivalent to the amount of TDS Certificates.

iii) (a) The value of executed works, for the purpose of this clause shall also include the value of any materials (such as cement, steel, etc.), services (scaffolding, batching plant, other machinery, etc.) which have been supplied by client/employer free of cost/ on discounted price to the contractor, and which have not been already included in the 'value of works executed' that is reflected/declared on the relevant 'experience certificate' or "Letter of Award". "Experience Certificate" and 'value of free supplies shall be separately certified by the employer, or in cases where the employer is a private entity, by a practicing Cost/Chartered Accountant (holding valid certificate of practice). However work executed as labour contract shall not be considered.

(b) 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 initial stipulated last date of tenders as per NIT.

iv) Joint-venture / consortia of firms / companies and Foreign bidders are not eligible to quote the tender.

v) The bidders submitting experience 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) Certificates in the name of other Companies:

(a) 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. On the other- hand 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 like turnover, profitability, net worth etc. 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 cost 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) Net Worth of the company /firm as on last day of preceding Financial Year, should be positive.
- iii) Self-certified copy of Bank Solvency Certificate issued from Nationalized or any Schedule Bank should be one in number for at least 40% of Estimated Cost of the Project put to tender. The certificate should have been issued within 6 months from original last date of the submission of the tender.

Note: Bank Solvency Certificate is not required if estimated cost put to tender is up to Rs.25 Crores.

- iv) The Bidder should at least have earned profit in minimum one year in the available last three consecutive balance sheets.

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

3.0 The intending tenderer must read the terms and conditions of NBCC carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required. Information and Instructions for Tenderers posted on Website(s) shall form part of Tender Document.

4.0 Those intending tenderers/contractors not registered on the website i.e. <https://nbcc.enivida.com> mentioned above with M/s Rail Tel are required to get registered beforehand. If needed they can be imparted training on online tendering process as per details available on the website i.e. <https://nbcc.enivida.com>. The intending tenderer must have class-III digital signature to submit the tender.

5.0 The Tender Document as uploaded can be viewed and downloaded free of cost by anyone including intending tenderer. But the tender can only be submitted on the e-tender website after having digital signature by the bidder and uploading all the requisite scanned documents.

6.0 Set of Contract/Tender Documents:

The following documents will constitute set of tender documents:

- a) Notice Inviting e-Tender
- b) Quoting Sheet for Tenderer
- c) Instructions to Tenderers
- d) Instructions to Tenderers & General Conditions of Contract 2019 with Amendments 01 to 17.
- e) Technical Specifications (Vol-II)
- f) Bill of Quantities (Vol-III)
- g) List of Approved Makes of materials
- h) Tender Drawings (page to)
- i) Memorandum (Annexure-I)
- j) Milestone (Annexure-I-A)
- k) Acceptance of Tender Conditions (Annexure-II)
- l) Integrity Pact (Annexure-III) (To be signed and stamped by the contractors and scanned copy to be uploaded with the bid)
- m) Performance Bank Guarantee (Annexure-IV)
- n) Addendum/Corrigendum, if any- Duly signed by authorized person
- o) Special Conditions of Contract, if any
- p) Pre-bid clarifications, if any

7.0 The tenderers are required to quote strictly as per terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.

8.0 The bidders are advised in their own interest to submit their bid documents well in advance from last date/time of submission of bids so as to avoid problems which the bidders may face in submission at last moment /during rush hours.

However, after submission of the tender the tenderer can re-submit revised tender any number of times but before last time and date of submission of tender as notified.

9.0 When it is desired by NBCC to submit revised financial tender then it shall be mandatory to submit revised financial tender. If not submitted then the tender submitted earlier shall become invalid.

10.0 On opening date, the tenderer can login and see the tender opening process.

11.0 Contractor can upload documents in the form of JPG format and PDF format.

12.0 Contractor is required to upload scanned copies of all the documents including valid GST registration/EPF registration, PAN No. as stipulated in the tender document.

13.0 If the contractor is found ineligible after opening of tenders, or his tender is found invalid, cost of tender document and processing fee shall not be refunded.

14.0 Deleted.

15.0 Notwithstanding anything stated above, NBCC reserves the right to assess the capabilities and capacity of the tenderer to perform the contract, in the overall Interest of NBCC. In case, tenderer's capabilities and capacities are not found Satisfactory, NBCC reserves the right to reject the tender.

16.0 Certificate of Financial Turn Over:

At the time of submission of tender, the tender shall upload Affidavit/Certificate from Chartered Accountant mentioning Financial Turnover of last 3 years or for the period as specified in the tender document. There is no need to upload entire voluminous balance sheet. However, one page of summarised balance sheet (Audited) and one page of summarised Profit & Loss Account (Audited) for last 03 years may be uploaded and submitted in hard copy also.

17.0 In case of Percentage Rate Tender, Contractor must ensure to quote single percentage rate. 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 case of Item Rate Tender, price shall be entered against each item in the Bill of Quantities/ Schedule of Quantities. If the tenderer has not quoted for all the items/the entire requirement as specified in the respective schedule/BOQ, the bid submitted by him shall be treated as unresponsive and be ignored.

18.0 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 10 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 10 days from the date of uploading of Tender on website, request for 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.

19.0 Integrity Pact (For all contracts valuing Rs.5.00 Crores and above)

19.1 Integrity Pact duly signed by the tenderer shall be submitted. Any tender without signed integrity Pact shall be liable for rejection.

19.2 Independent External Monitors

- (i) In respect of this project, 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. The name of the Independent External Monitor (s) are posted on the 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 Contractor.
- (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 Contractor. The Contractor 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 Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub- Contractors etc. with confidentiality.

20.0 List of Documents to be scanned and uploaded within the period of tender submission:

- a) Demand Draft/ Pay Order/ Banker's Cheque or Bank Guarantee of Nationalised or any scheduled commercial bank against EMD as per GCC/ NIT.
- b) Demand Draft/Pay Order or Banker's Cheque of any Scheduled Bank towards cost of Tender Document.
- c) Form H- Affidavit duly notarized by Notary Public on Non Judicial Stamp Paper of Rs.100/- for correctness of Documents/Information.
- d) Unconditional Letter of Acceptance of Tender Conditions (in original) (Annexure-II) (Duly signed on the letter head of Applicant/Bidder.
- e) Integrity pact duly signed by the contractor (annexure-III) (for all contracts valuing Rs.5.00 Crores and above). The bidders are required to download the integrity pact as uploaded in the Tender documents, and sign on the same, put rubber stamp/ seal and upload the signed copy on e- tendering websites.
- f) Details of Work Experience Certificates - FORM-A.
- g) Details of Similar Works -FORM-B.
- h) Financial Details- FORM-C.
- i) TDS details for Private Sector Projects - FORM-D
- j) Self-certified copy Bank Solvency Certificate- FORM-E.
- k) Documents regarding Net Worth of the Company Firm.
- l) Memorandum (Annexure-I)
- m) Power of Attorney/Board Resolution of the person authorized for signing/submitting the tender.
- n) E-payment transaction details towards cost of processing fees.
- o) Valid GST registration/EPF/PAN No.
- p) All pages of the entire Corrigendum (if any) duly signed by the authorized person.
- q) Pre-bid clarifications, if any.
- r) General Information- Form-F
- s) Work Experience Certificates consisting of details as mentioned in Form-G.
- t) Registration Details of the contractor in the GST Act- Form-I
- u) Performa for Details of Client Organization in respect of work experience certificates- (Form-M).

NOTE:

1. The documents at sl. No. a, b, c and d (i.e., Cost of Tender Doc, EMD, 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 tender submission. All other documents are not required to be submitted in hard copy.
2. In case of non-submission of Cost of tender document and/or EMD, 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 need to be checked carefully for its correctness. The bid shall be rejected out-rightly in case of its non-submission without seeking any further clarification/document. No claim of the bidder whatsoever shall be entertained by NBCC in this regard.
4. The bidders are advised to upload complete details with their bids as technical Bid Evaluation will be done on the basis of documents uploaded on the website by the bidders with the bids. Please note no fresh documents other than in the form of clarification/revision in respect of an existing document. No claim 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. All the uploaded documents should be in readable, printable and legible form failing which the bids are liable for rejection.
7. The Bank Guarantee for EMD submitted by the bidders shall be strictly in the prescribed format as per GCC/NIT. In case, Bank Guarantee for EMD is not found verbatim in the prescribed format, the bid will be liable for rejection.

21.0 All the uploaded documents shall be considered as duly signed by contractor/authorized representative.

22.0 NBCC reserves the right to reject any or all tenders or cancel/withdraw the invitation for bid without assigning any reasons whatsoever thereof. NBCC does not bind itself to accept lowest tender. The NBCC reserves the right to award the work to a single party or to split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The contractor is bound to accept the portion of work as offered by NBCC after split up at the quoted/ negotiated rates. No claim of the contractor whatsoever shall be entertained by NBCC on this account.

23.0 For all scheduled BOQ items, the nomenclature/rates/unit of applicable DSR item shall be applicable. In case, any ambiguity is observed in scheduled BOQ items, nomenclature, unit and rate of relevant DSR item will hold good.

24.0 Canvassing in connection with the tender is strictly prohibited, and such canvassed tenders submitted by the contractor will be liable to be rejected and he shall be liable to be put under Holiday List for a period of two (2) years.

25.0 In case of any query, please contact Sh. Sandeep Sharma, DGM (Engg) 7011075524 during the Office hours or email at rbg.east@nbccindia.com.

26.0 In case of any query regarding participation in e-tendering, please contact telephone nos. Of M/s RailTel Limited: 90762625426 or email at:- eprocurement@railtelindia.com.

**General Manager- Engg.
NBCC (India) Ltd.
SBG-Head, West Bengal
Kolkata**

MEMORANDUM

Sl. No.	Description	Cl. No. of NIT/ITT/ Clauses of Contract (CC)	Values/Description to be Applicable for Relevant Clause(s)						
1)	Name of Work		Construction of Director's Bungalow at MDI campus in Murshidabad, West Bengal						
2)	Client/Owner		Management Development Institute- Murshidabad.						
3)	Type of Tender		Percentage rate tender						
4)	Estimated Cost	NIT	Rs.1,31,72,026.12 (Rupees One Crore Thirty One Lacs Seventy Two Thousand and Twenty Six and Twelve paise only).						
5)	Earnest Money Deposit	NIT	Rs.1,31,720.26 (Rupees One Lac Thirty One Thousand Seven Twenty and Twenty Six paise only)						
6)	Time allowed for Completion of Work	NIT	10 Months (Ten Months)						
7)	Mobilization Advance	CC / 4.0	Applicable						
8)	Interest Rate of Mobilization Advance and/or other Advances	CC / 4.0, 5.1, 23.4.2	10%						
9)	Schedule of Rates applicable		DSR 2021						
10)	Validity of Tender	ITT / 8.0	150 (One Hundred Fifty) Days.						
11)	Performance Guarantee	CC / 2.0	3.00% (Three Percent only) of contract value within 15 days from the issue of Letter of Award						
12)	Security Deposit / Retention Money	CC / 3.0	5.00% (Five Percent only) of the gross value of each running / final bill.						
13)	Time allowed for starting the work	ITT / 15.0	The date of start of contract shall be reckoned from 10 days after the date of issue of letter of Award.						
14)	Deviation limit beyond which clause 6.2 & 6.3 shall apply for all works except foundation.	CC / 6.0	<table border="1"> <thead> <tr> <th>BUILDING WORK</th> <th>ANNUAL REPAIR & MAINTENANCE OF BUILDINGS</th> <th>ROAD WORK</th> </tr> </thead> <tbody> <tr> <td>30%</td> <td>50%</td> <td>50</td> </tr> </tbody> </table> <p>Note:-The Deviation Limit of Building Work shall also apply for combined works (Building and Road)</p>	BUILDING WORK	ANNUAL REPAIR & MAINTENANCE OF BUILDINGS	ROAD WORK	30%	50%	50
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16)	Escalation	CC / 7.0	All rates as per Bill of Quantities (BOQ) quoted by contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation shall be applicable on this contract.
17)	Recovery rate of work force supplied by NBCC to Contractor	CC /71	Not applicable
18)	Defect Liability Period	CC /39.0	24 Months (Twenty Four Months)
19)	Bank Guarantee for waterproofing work and anti-termite treatment	CC/52.0	Rs.51213.00(to be submitted before release of Security Deposit)
20)	Utilization of products from recycled C&D waste, as per C&D	CC/53.1	Not Applicable
21)	GST Rate applicable in the contract	CC/18.0	18%

Section-2

INSTRUCTIONS TO TENDERER (PAGE No. 11 to 42)

Instructions to Tenderers (ITT)

1.0	Online percentage rate open e-tenders are invited from experienced & eligible Facility management Service providers/contractors/Agency for carrying out the work of "Construction of Director's Bungalow at MDI campus in Murshidabad, West Bengal" .
2.0	The work is estimated to cost Rs.1,31,72,026.12 (Rupees One Crore Thirty One Lacs Seventy Two Thousand and Twenty Six and Twelve paisa only) . This estimate, however, is given merely as a rough guide.
3.0	The tender document as uploaded can be seen on website https://nbcc.enivida.com . or www.eprocure.gov.in and can be downloaded free of cost.
4.0	<p>Earnest Money Deposit</p> <p>Earnest Money Deposit of amount as mentioned in "NIT/ Memorandum (Annexure-I)" required to be submitted along with the tender shall be in the form of Demand Draft / Pay Order / Banker's Cheque or Bank Guarantee of a Nationalised or Scheduled Commercial Bank payable at place as mentioned in NIT in favour of NBCC (India) Limited from any Scheduled Bank or Bank Guarantee from any Nationalized or all Commercial scheduled banks in the enclosed format. The EMD shall be valid for minimum period of 180 (One Hundred Eighty) days from the original last day of submission of Tender. The EMD shall be scanned and uploaded to the e-Tendering website within the period of tender submission and original should be deposited in office of NBCC.</p> <p>The EMD shall be payable to NBCC (India) Limited without any condition(s), recourse or reservations.</p> <p>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.</p> <p>ii) The EMD of unsuccessful bidders in Technical Evaluation shall be returned within 30days of declaration of technical evaluation results. Further, the EMD of bidders other than L1 will be returned within 15 days, after opening of Financial Bid.</p> <p>iii) The EMD of the successful bidder will be discharged after the contractor has furnished the required acceptable performance guarantee.</p> <p>iv) No interest shall be paid by NBCC on the EMD.</p> <p>v) The EMD may be forfeited in the following events:</p> <ol style="list-style-type: none"> a) if the bidder withdraws the bid after bid opening during the period of validity; b) Any unilateral revision in the offer 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 bidder; if the bidder 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 any bidder furnishes any incorrect or false statement/ information/document. f) If the bidder does not intimate the names of persons who areworking 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 bidder commits any breach of Integrity Pact.
5.0	<p>Interested contractor who wish to participate in the tender has also to make following payments in the form of Demand Draft/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 tender submission:</p> <p>Cost of Tender Document – Rs.11800/- (Rs. 10000.00+18% GST) in the shape of DD/PO in favour of NBCC (India) Ltd. payable at Kolkata.</p> <p>Demand Draft or Pay Order or Banker's Cheque or Bank Guarantee from a Nationalised or any Scheduled Commercial Bank against EMD, Cost of Tender Document and, e-Tender Processing Fee online payment receipt, Affidavit for correctness of Documents /Information (In original). Financial Details (in Original) certified by the Chartered Accountant (In original), Bank Solvency Certificate in original shall be placed in single sealed envelope superscripted as "Earnest Money, Cost of Tender Document and Cost of e-Tender Processing Fee" with name of work and due date of opening of the tender also mentioned thereon.</p>
6.0	<p>The documents are to be submitted in the office of NBCC before last date & time of submission of tender mentioned in the NIT.</p> <p>The documents submitted shall be opened at 11.30 AM on the same day.</p> <p>Online technical tender documents submitted by intending tenderers shall be opened only of those tenderers, whose Earnest Money Deposit, Cost of Tender Document and e-Tender Processing Fee and other documents placed in the envelope are found in order. The Price tender of those tenderers whose documents found to be in order shall be opened. The date of opening of price tender shall be informed to the tenderer.</p>
7.0	<p>The tender submitted shall become invalid if:</p> <ul style="list-style-type: none"> i) The tenderer is found ineligible. ii) The tenderer does not upload all the documents (including service tax registration/VAT registration/Sales Tax Registration) as stipulated in the tender document. iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted physically in the office of tender opening authority.
8.0	<p>VALIDITY OF TENDER</p> <p>The tender for the works shall remain open for acceptance for a period of 150 (One Hundred Fifty) days from the date of opening of financial tender. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the NBCC, then the 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 retendering process of work.</p>
9.0	<p>ACCEPTANCE OF TENDER</p> <p>NBCC reserves the right to reject any or all the tenders in part or full without assigning any reason whatsoever. NBCC does not bind itself to accept the lowest tender. The NBCC reserves the right to award the work to a single party or split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The Contractor is bound to accept the part work as offered by NBCC after split up at the quoted/negotiated rates.</p>
10.0	The tenders shall be strictly as per the conditions of contract. Tenders with any

	additional condition(s)/modifications shall be rejected. Tenders in which, any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
11.0	The witnesses to the Tender/Contract Agreement shall be other than the tenderer/ tenderers competing for this work and must indicate full name, address, and status/occupation with dated signatures.
12.0	On acceptance of tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from Engineer-in-Charge or its authorized representative shall be intimated by the contractor within 07 days of issue date of Letter of Award by NBCC.
13.0	The tenderer shall not be permitted to tender for works if his near relative is posted in the project office or concerned Zonal Office of the NBCC. The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any of the officers in NBCC. Any breach of this condition by the tenderer would render him liable to the withdrawal of the work awarded to him and forfeiture of Earnest Money and Security Deposit. This may also debar the contractor from tendering for future works under NBCC. For the purpose of operation of this clause a near relative shall mean wife, husband, parents, grandparents, children, grandchildren, brothers, sisters, uncles, aunts, cousins and their corresponding in-laws
14.0	The time of completion of the entire work, as contained in contract shall be as mentioned in "Memorandum - Annexure-I", which shall be reckoned from the date of start.
15.0	Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
16.0	The tender award, execution and completion of work shall be governed by tender documents consisting of (but not limited to) Letter of Award/Letter of work order, Bill of Quantities, Special Conditions of Contract, General Conditions of Contract, Specifications, Drawings. The tenderers shall be deemed to have gone through the various conditions including sub-soil water conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of contractor will affect his price/rates before quoting their rates. No claim whatsoever against the foregoing shall be entertained.
17.0	The drawings with the tender documents are Tender drawing and are indicative only.
18.0	ADDENDA/ CORRIGENDA Addenda/Corrigenda to the tender documents may be issued prior to the date of submission of the tender to clarify or effect modification in specification and/or contract terms included in various tender documents. The tenderer shall suitably take into consideration such Addenda/Corrigenda while submitting his tender. The tenderer shall return such Addenda/ Corrigenda duly signed and stamped as confirmation of its receipt & acceptance and submit along with the tender document. All Addenda/ Corrigenda shall be signed and stamped on each page by the tenderer and shall become part of the tender and contract documents.
19.0	SITE VISIT AND COLLECTING LOCAL INFORMATION Before tendering, the tenderers are advised to visit the site, its surroundings to assess and satisfy themselves about the local conditions such as the working and other constraints at site, approach roads to the site, availability of water & power supply, application of taxes, duties and levies as applicable & any other relevant information required by them to execute complete scope of work. The tenderer may obtain all necessary information as to risks, weather conditions, contingencies & other circumstances (insurgencies etc.) which may influence or affect their tender prices. Tenderer shall be deemed to have considered site conditions whether he has inspected it or not and to have satisfied himself in all

	respect before quoting his rates and no claim or extra charges whatsoever in this regard shall be entertained / payable by the NBCC at a later date.
20.0	<p>ACCESS BY ROAD</p> <p>Contractor, if necessary, shall build temporary access roads to the actual site of construction for the works at his own cost to make the site accessible. The Contractor shall maintain the same in motorable condition at all the times as directed by Engineer-in-Charge at his own cost. The contractor shall be required to permit the use of any roads so constructed by him for vehicles of NBCC or any other agencies/ contractors who may be engaged on the project site, free of cost.</p> <p>Non-availability of access roads or approach to site, for the use of the contractor shall in no case condone any delay in the execution of work nor be the cause for any claim for compensation.</p>
21.0	<p>HANDING OVER & CLEARING OF SITE</p> <p>21.1 The Contractor should note that area for construction may be made available in phases as per availability and in conjunction with pace of actual progress of work at site. The work may be required to be carried out in constrained situations. The work is to be carried out in such a way that the traffic, people movement, if any, is kept operative and nothing extra shall be payable to the contractor due to this phasing / sequencing of the work. The contractor is required to arrange the resources to complete the entire project within maintenance work for the total stipulated time. Traffic diversion, if required, is to be done and maintained as per requirement of local traffic police or/and as per specification, by the contractor at his own cost and the contractor shall not be entitled for any extra payment, whatsoever, in this regard.</p> <p>21.2 The efforts will be made by the NBCC to handover the site to the Contractor free of encumbrances. However, in case of any delay in handing over of the site to the Contractor, the NBCC shall only consider suitable extension of time for the execution of the maintenance work. It should be clearly understood that the NBCC shall not consider any revision in contract price or any other compensation whatsoever viz. towards idleness of Contractor's labour, equipment etc.</p> <p>21.3 Old structures on the proposed site, if required, shall be demolished by the contractor properly at his own cost unless and otherwise mentioned elsewhere in the tender document. The useful material obtained from demolition of structures & services shall be the property of the owner/NBCC and these materials shall be stacked in workmanship like at the place specified by the Engineer-in-charge.</p> <p>21.4 Necessary arrangement including its maintenance is to be made by the contractor for temporary diversion of flow of existing drain and road, as the case may be. The existing drain, road would be demolished, wherever required, with the progress of work under the scope of proposed project. The existing Road and Drain which are not in the alignment of the said project but are affected and/ or need to be demolished during execution for smooth progress of the project, shall be rehabilitated to its original status and condition (including black topping) by the contractor at his own cost. The cost to be incurred by contractor in this regards shall be deemed to be included in the quoted rates of the bill of quantity items and contractor shall not be entitled for any extra payment whatsoever in this regard.</p> <p>21.5 The information about the public utilities (whether over ground or underground) like electrical/ telephone/ water supply lines, OFC Cables, open drain etc. is the responsibility of contractor to ascertain the</p>

	<p>arrangements of various utilities that are to be affected by the maintenance works through the site investigation.</p> <p>21.6 The contractor shall be responsible to obtain necessary approval from the respective authorities for shifting/ re-alignment of existing public utilities. NBCC shall only assist the contractor for liaisoning in obtaining the approval from the concerned authorities.</p> <p>21.7 Any services affected by the works must be temporarily supported by the contractor who must also take all measures reasonably required by the various bodies to protect their services and property during the progress of works. It shall be deemed to be the part of the contract and no extra payment shall be made to the contractor for the same.</p>
22.0	<p>SCOPE OF WORK</p> <p>22.1 The scope of work covered in this tender shall be as per the Bill of Quantities, specifications, drawings, instructions, orders issued to the contractor from time to time during the pendency of work, or drawings that may be required during the pendency of the maintenance work. The drawings for this work, which may be referred for tendering, provide general idea only about the work to be performed under the scope of this contract. These may not be the final drawings and may not indicate the full range of the work under the scope of this contract. The work will be executed according to the drawings to be released as "GOOD FOR CONSTRUCTION" from time to time by the Engineer-in-charge of NBCC and according to any additions/ modifications/ alterations/ deletions made from time to time, as required by any other drawings that would be issued to the contractor progressively during execution of work. It shall be the responsibility of the contractor to incorporate the changes that may be in this scope of work, envisaged at the time of tendering and as actually required to be executed.</p> <p>22.2 The quantities of various items as entered in the "BILL OF QUANTITIES" are indicative only and may vary depending upon the actual requirement. The contractor shall be bound to carry out and complete the stipulated work irrespective of the variation in individual items specified in the bill of quantities. The variation of quantities will be governed as per clause No. 6.0 of contract.</p>
23.0	<p>APPROVAL OF TEMPORARY / ENABLING WORKS</p> <p>The setting and nature of all offices, huts, access road to the work areas and all other temporary works as may be required for the proper execution of the works shall be subject to the approval of the Engineer-in-charge. All the equipments, labour, material including cement, reinforcement and the structural steel required for the enabling/ temporary works associated with the entire Contract shall have to be arranged by the Contractor only. Nothing extra shall be paid to the Contractor on this account.</p>
24.0	<p>CLARIFICATION AFTER TENDER SUBMISSION</p> <p>Tenderer's attention is drawn to the fact that during the period, the tenders are under consideration, the tenderers are advised to refrain from contacting by any means, the NBCC and/or his employees/representatives on matters related to the tender under consideration and that if necessary, NBCC will obtain clarifications in writing or as may be necessary. The tender evaluation and process of award of works is done by duly authorized Tender Scrutiny Committee and this committee is authorized to discuss and get clarification from the tenderers.</p>
25.0	<p>ORDER OF PRECEDENCE OF DOCUMENTS</p> <p>In case of difference, contradiction, discrepancy, with regard to conditions of contract, Specifications, Drawings, Bill of quantities etc. forming part of the</p>

	<p>contract, the following shall prevail in order of precedence</p> <ul style="list-style-type: none"> i) Letter of Award, along with statement of agreed variations and its enclosures, if any ii) Description of Bill of Quantity / Schedule of Quantities. iii) Special Condition of Contract. iv) Technical specifications (General, Additional and Technical Specification) as given in Tender documents v) General Conditions of Contract. vi) Drawings. vii) CPWD/MORTH specifications (as specified in Technical Specification of the Tender) update with correction slips issued up to last date of receipt of tenders. viii) Relevant B.I.S. Codes.
26.0	<p>The benefits under the the Govt. policies as under shall be available to the eligible bidders on submitting the relevant supporting documents:-</p> <ul style="list-style-type: none"> 1. Public Purchase (Preference to Make in India) order 2017 or any further revision at ay date. 2. 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 Services and Supply Contract wherein Supplier provides goods or services at his own without being procured full or part of it from the market. Therefore, the policy shall not be applicable in following cases: <ul style="list-style-type: none"> a) Service Contracts in the nature of Work Contract 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 other party). c) Traders.
27.0	<p>Bids from contractor' 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 Dealings' on NBCC's Website.</p>

Name of Work:- Construction of Director's Bungalow at MDI campus in Murshidabad, West Bengal

Milestone: The following is to be read in reference with the clause 16.0 and 17.0 in GCC. "Within 10 (Ten) days of Letter of Award, the Contractor shall submit a Progress Chart (CPM/ PERT/ Quantified Bar Chart) and get it approved by the Engineer-in charge. The Chart shall be prepared in direct relation to the time stated and this chart shall be based on the milestones given as mentioned as under. This will be duly got approved from Engineer-in-charge of NBCC. This approved chart shall form a part of the agreement.

The milestones are delineated as under:-

Sl. No.	Milestone	Period for achieving milestone	Amount to be withheld in RA bill
1	Upto Plinth level	At the end of Month-III from the stipulated date of start	0.2% of the contract value.
2	Upto Ground floor slab	At the end of Month-V	0.2% of the contract value.
3	Upto 1 st floor slab	At the end of Month-VI	0.2% of the contract value.
4	Upto completion of 90% brickwork, wet finishes, flooring, and electrical works related activities.	At the end of Month-VIII	0.2% of the contract value.
5	Completion of 100% of External Development work, boundary wall and as in milestone under Sl. No. 1 to 4	At the end of Month- X	0.2% of the contract value.

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)

NBCC (India) Limited

VIBGYOR TOWER, Action Area-I, CE-II
New Town, Rajarhat, Kolkata-700156

Sub: Construction of Director's Bungalow at MDI campus in Murshidabad, West Bengal

NIT No: NBCC/SBGWB/MDI/Dir/2022/310 Dated:30.06.2022

Sir,

- i) This has reference to above referred tender. I/We have read/ viewed all the 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.
- ii) I/we are eligible to submit the tender for the subject tender and I/We are in possession of all the documents required.

- v) Should this tender be accepted, I/We agree to abide by and fulfill all terms and conditions referred to above and as contained in tender documents elsewhere and in default thereof, to forfeit and pay NBCC, or its successors or its authorized nominees such sums of money as are stipulated in the notice inviting tenders and tender documents.

Yours faithfully,
(Signature of the tenderer with rubber stamp)

Dated _____

Tender for: Construction of Director’s Bungalow at MDI campus in Murshidabad, West Bengal

MANDATORY INFORMATION DOCUMENTS:

DETAILS OF WORK EXPERIENCE CERTIFICATES

(Details to be filled online)

S. No	Name of work and its location	Name of Client	Date and No.	Date of Start	Date of Completion	Cost of 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.								

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.
3. 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

Tender for: Construction of Director's Bungalow at MDI campus in Murshidabad, West Bengal

MANDATORY INFORMATION DOCUMENTS:

DETAILS OF SIMILAR WORKS

(Details to be filled online)

S L. N o.	Name of Work for which Experi ence Certific ate has been submit ted	Na me of Clie nts	Dat e and No. of Co mpl etio n Cer tific ate	Type of Work, i.e., Residential/ Non Residential Buildings	No.of Basement s	No.of storeys	Height of the building	Ref.& Page No. of Documen tary Proof of the detail missing in completi on certificate
1								
2								
3								

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

Financial Details

(Details to be filled online also)

Construction of Director's Bungalow at MDI campus in Murshidabad, West Bengal

MANDATORY INFORMATION DOCUMENTS:

				1st FY Rs.(In Lacs)	2nd FY Rs.(In Lacs)	3rd & last FY Rs.(In Lacs)
				a	b	c
i)	Profit/ Loss					
ii)	Gross Annual Turnover of Previous 3 financial years ending as on last day of preceding Financial Year					
iii)	Average Annual Turnover for previous 3 financial years (Rs. In Lacs) = $(a+b+c)/3$					
iv)	Net Worth (paid up capital+reserves) as on last day of preceding Financial Year					
v)	Bank Solvency Amount as mentioned in the Bank Solvency Certificate					

1. Summarized page of Audited Profit & Loss Account of previous three Financial Years duly certified by the chartered account, is to be submitted.

2. Summarized page of Audited Balance Sheet of last Financial Year (ending on last day of the preceding Financial Year) duly certified by the chartered accountant is to be submitted.

**Signature of Chartered
Accountant with Seal and UDIN No.**

Seal and Signature of Bidder

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

S. No.	Name of Work	Name of Clients	Project Cost in Crores	No. And Date of Completion Certificate	Cost of the work on completion in Crores	Payments Received as per TDS In Crores	TDS Corresponding to Payments	Year wise TDS as per Form-26AS/Form 16A relating to the work
1.								
2.								
3.								

Note:

- 1. Value of Work done will be considered commensurate with value of TDS Certificates.**
- 2. 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.**
- 3. This form needs 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**

Dispatch number of bank/date

SOLVENCY CERTIFICATE ON LETTER HEAD OF BANK

This is to state that to the best of our knowledge and information that M/s.....
..... having/registered office address.....
.....is customer of bank and has been maintaining his
accounts with our branch since..... . As per records available with the bank,
M/s..... can be treated as solvent up to a limit
of Rs.....(Rupees in words.....).

It is clarified that the above information is issued/ furnished to NBCC (India) Ltd at
Customer's request for their empanelment & participation in various tenders.

Name, designation, Signature with seal

Notes:-

The certificate should have been issued within 6 months from original last date of
the submission of the tender.

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 copies of partnership) d) A Limited Company (Private or Public) or Corporation. (Attach Article of Association) e) Any other (mentioned the type)	
6.	Place and year of incorporation	
7.	Name of Directors/ Partners in the Organization	
8.	Name(s) and Designation of the persons, who is authorized to deal with NBCC (Attach copy of Power of Attorney)	
9.	Bank Details : Name of Bank, Address of Bank Branch, Accounts No., RTGS No., IFSC Code	

Signature of Bidder with Seal

WORK EXPERIENCE CERTIFICATE FROM CLIENTS**Name of Contractor/ Agency** _____

1	Name of work / project & Location				
2	Name and Address of the Clients				
3	Agreement Amount				
4	Cost of Work on Completion				
5	Date of Start				
6	Stipulated date of completion.				
8	Actual date of completion				
9	Amount of compensation levied for any delayed completion, if any				
10	Type of Work: Residential/Non-Residential				
11	No. of Basements in any Building of this work				
12	Maximum No. of storeys of any Building of this work				
13	Performance report	Outstanding	Very Good	Good	Poor
(a)	Quality of work.				
(b)	Resourcefulness				
(c)	Financial soundness				
(d)	Technical proficiency				
(e)	General behavior				

The Experience Certificate is to be submitted separately for each work duly signed by Executive Engineer or above rank for Govt. Work. For Private Sector Work the Experience Certificate may be signed by / Director/Sole Proprietor/Partner of the Company or Firm as the case may be.

Date**Name & Designation
Signature with Seal**

AFFIDAVIT

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

Affidavit of Mr.S/oR/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 the work of Tender "Construction of Director's Bungalow at MDI campus in Murshidabad, West Bengal" to NBCC 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 any of the document(s), in case NBCC demands 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 (India) Ltd at its discretion may disqualify/reject / terminate the bid/ contract and also 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 correct and true to the best of my knowledge and nothing has been concealed there and that no part of it is false.

Verified atthis.....day of

ATTESTED BY (NOTARY PUBLIC)

DEPONENT

GST Registration Details of Contractor/ Vendor	
Name	
Address (As per registration with GST)	
City	
Postal Code	
Region/State	
Permanent Account Number	
GSTIN ID/ Provisional ID No.: (copy of acknowledgement required)	
Type of Business (As per registration with GST)	
Service Accounting Code/HSN Code	
Contact Person	
Phone Number and Mobile Number	
Email id	
Compliance rating (if updated by GSTN)	

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 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.							

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/Contractor**" (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 Contractor(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 Contractor(s)/Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Contractor(s)/Bidder(s) the same information and will not provide to any Contractor(s)/Bidder(s), confidential/additional information through which the Contractor(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, Contractor(s) and/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 Contractor(s)/Bidder(s) **for the different Work Packages in the aforesaid Project.**
- (4) The Principal will disqualify from the tender process all Contractor(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) / Contractor(s)

Obligations on Bidder/Contractor

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/Contractor 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/Contractor (including their respective officers, employees and sub-contractors) 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) / Contractor(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) / Contractor(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)/Contractor(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)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(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) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) / Contractor(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) / Contractor(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) / Contractor(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) / Contractor(s) to disclose any transgression with any other company that may impinge on the anti-corruption principle.
- (3) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/Contractor(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)/Contractor(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)/Contractor(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)/Contractor(s), in case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.

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)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Employer absolute right:

- (1) If the Bidder(s) / Contractor(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) / Contractor(s) from the tender process or terminate the contract, if already awarded or exclude the Bidder/Contractor 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 Contractor(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 Contractor(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 contractor 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 contractor 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 Contractor(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)/Contractor(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)/Contractor(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Contractor(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 contractor, 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 Contractor(s)/Bidder(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Bidder(s)/Contractor(s), as may be imposed by the Principal in terms of Section 3 above.

Section 5: Previous transgression

- (1) The Bidder(s)/Contractor(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)/Contractor(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)/Contractor(s) can be black listed in terms of Section 3 above.
- (3) If the Bidder/Contractor 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) / Contractor(s) accepts that the Monitor shall have the right to access, without restriction, all Project documentation of the Principal including that provided by the Contractor. The Contractor 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) / Contractor(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 Contractor.
- (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)/Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder/Contractor or any employee or a representative or an associate of a Bidder/Contractor, 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 Contractor(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 claims 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)/Contractor(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)/Contractor(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/Contractor 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)

(Office Seal)

Place _____

Date _____

Witness 1:
(Name & Address) _____

Witness 2:
(Name & Address) _____

(For & On behalf of

Bidder/ Contractor)
(Office Seal)

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 contractor / supplier) 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 contractor 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.

WHEREAS, the terms and conditions of the contract require the contractor to furnish a bank guarantee for Rs..... (Rupees.....) being% of the total value of the contract for proper execution and due fulfilment 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 contractor/supplier 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 contractor/supplier 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 Supplier/Contractor 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 contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by NBCC against the contractor/supplier under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the contractor or for any forbearance, act or omission on the part of NBCC or any indulgence by NBCC to the contractor or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.
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 supplier/ contractor, 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 Supplier/ Contractor 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 supplier/contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the supplier/contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to 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 supplier/contractor 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. _____

ATTESTED BY (NOTARY PUBLIC)

**PROFORMA OF BANK GUARANTEE
(IN LIEU OF SECURITY DEPOSIT)**

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

NBCC (India) Ltd.,
NBCC Bhawan, Lodhi Road, New Delhi – 110003

In consideration of the NBCC (India) Ltd., 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 to M/s..... (hereinafter called "the Supplier/Contractor") having its registered Head Office at..... which expression shall unless repugnant to the subject or context includes its successors and assigns) a Contract in terms inter-alia of NBCC's letter NO.....dated.....and the Contract/Purchase Conditions of NBCC and upon the condition of the Supplier/Contractor furnishing Security for the performance of the Supplier's obligations and /or discharge of the contractor's/supplier's liability under and/or in connection with the said supply contract upto a sum of Rs..... (Rupees..... only). We, theBank (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 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 supplier/contractor to NBCC under, in respect or in connection with the said contract inclusive of all the losses, damages, costs, charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by NBCC to the Bank with reference to this guarantee upto and aggregate limit of Rs.....(Rupees.....only) and the bank hereby agree with NBCC that:

1. This Guarantee shall be continuing guarantee and shall remain valid and irrevocable for all claims of NBCC and liabilities of Supplier/Contractor 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. This Guarantee shall be in addition to any other Guarantee or Security whatsoever that NBCC now or at any time have in relation to the Supplier's obligations/liabilities under and/or in connection with the said supply/contract, and NBCC shall have full authority to take recourse or to enforce this Security in preference to any other Guarantee or Security which NBCC may have or obtain 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.
3. NBCC shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Supplier's/Contractor's obligations and/ or liabilities under or in connection with the said supply/contract or to grant time and / or indulgence to the supplier / contractor or to increase or otherwise vary the prices or the total contract value or to release or to forbear from enforcement of all or any of the conditions under the said supply / contract and / or the remedies of NBCC under any other security/securities now or hereafter held by NBCC and no such dealings, increase(s) or other indulgence(s) or arrangement(s) with the supplier / contractor or releasing or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to NBCC hereunder or prejudicing rights of NBCC against the Bank.
4. This Guarantee shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier / contractor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to NBCC in terms thereof 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 Supplier/ Contractor 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 affected or suspended by reason of any dispute or disputes having been raised by the supplier / contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial or liability by the supplier/ contractor stopping/ preventing or purporting to stop or prevent any payment by the Bank to NBCC in terms thereof.
7. The amount stated in any notice of demand addressed by NBCC to the Guarantor as liable to be paid to NBCC by the supplier/contractor 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 i.e. upto 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.

For and on behalf of the Bank

Place

Date

WITNESS:

1.

2.

ATTESTED BY (NOTARY PUBLIC)

PROFORMA OF BANK GUARANTEE

FOR INTEREST BEARING MOBILIZATION ADVANCE

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

NBCC (India) Ltd.,

NBCC Bhawan, Lodhi Road, New Delhi – 110003

In consideration of the NBCC (India) Ltd., 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 successor and assigns) having agreed under the terms and conditions of Contract No datedmade between M/s..... (hereinafter called the "The Supplier /Contractor") having its Registered Head Office at..... which expression shall unless repugnant to the subject or context include its successors and assigns and NBCC in connection with (name of work)(hereinafter called "the said contract") to make at the request of the Contractor a Mobilization Advance of Rs. _____ carrying interest @ ... % p.a. for utilizing it for the purpose of the Contract on his furnishing a guarantee acceptable to NBCC, we the Bank (hereinafter called "The Bank")which expression shall unless repugnant to the subject or context include its successor and assigns and 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 the said advance along with interest as provided according to the terms and conditions of the contract up to and aggregate limit of Rs (Rupeesonly) inclusive of interest @% p.a and the Bank hereby agree with NBCC that:

1. This Guarantee shall be continuing guarantee and shall remain valid and irrevocable for all claims of NBCC and liabilities of tenderer 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 be the sole judge of and as to whether the amount claimed has fallen due to NBCC under the said agreement or whether the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and the extent of loss or damage caused to or suffered by NBCC on account of the said advance together with interest not being recovered in full and the decision of NBCC that the amount has fallen due from' contractor or the said Contractor has not utilized the said advance or any part thereto for the purpose of the contract and as to the amount or amounts of loss or damage caused to or suffered by NBCC shall be final and binding on us.
3. Guarantee herein contained shall remain in full force and effect till NBCC certify that the said advance with interest has been fully recovered from the said contractor and accordingly discharges this Guarantee. NBCC shall have no claims under this Guarantee unless a notice of the claims under this Guarantee has been served on the Bank within 12 months after the expiry of the said Bank Guarantee in which case the same shall be enforceable against the Bank.
4. This Guarantee shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier / contractor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to NBCC in terms thereof or till the 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 Supplier/ Contractor 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 affected or suspended by reason of any dispute or disputes having been raised by the Supplier /Contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial or liability by the Supplier/ Contractor stopping/ preventing or purporting to stop or prevent any payment by the Bank to NBCC in terms thereof.

7. NBCC shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity from time to time to vary any of the terms and conditions of the said Contract or the advance or to extend time of performance by the said Contractor or to postpone for any time and from time to time of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of terms and conditions governing the said Contract or the advance or securities available to NBCC and the said Bank shall not be released from its liability under these presents by any exercise by NBCC of the liberty with reference to the matters aforesaid or by reasons of time being given to the said Contractor or any other forbearance, act or omission on the part of NBCC or any indulgence by NBCC to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the bank from its such liability.
8. It shall not be necessary for NBCC to proceed against the Contractor before proceeding against the Bank and Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which NBCC may have obtained or obtain from the Contractor or shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

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.

Dated this..... day of.....

Place:

Date:

Witness:

- 1.
- 2.