

**NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED**  
(A Government of India Enterprise)  
**ISO 9001:2000**

Regd. Office: 30-31, Raja House, Nehru Place, New Delhi – 110 019  
Corp. Office: Plot No. 67-68, Sector-25, Faridabad – 121 004

Zonal Office: 5, Kalayan Apartment, Ashok Vihar Colony, Pandri,  
Raipur – 492 004(CG)

[www.npcc.gov.in](http://www.npcc.gov.in)

SHORT TERM TENDER NOTICE FOR ARCHITECTURAL CONSULTANCY  
FOR PLANNING & DEVELOPMENT OF GREENERY LAND, HORTICULTURE  
& LANDSCAPING IN THE ENTIRE CAMPUS AT INDIRA GANDHI  
NATIONAL TRIBAL UNIVERSITY (IGNTU), AMARKANTAK, M.P.



**VOLUME: I**



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NATIONAL TRIBAL UNIVERSITY (IGNTU), AMARKANTAK, M.P.

## VOLUME: I

- 1) Notice Inviting Tender
- 2) Corrigendum(s) / Addendum(s)
- 3) Pre-Qualification Documents
- 4) General Condition of Contract + Other terms  
& Conditions
- 5) Formats

VOLUME-1

**NIT**

## **NOTICE INVITING TENDER** **SHORT TERM TENDER NOTICE**

NIT No.: 731003/IGNTU/2145

Date:- 08.01.2016

National Projects Construction Corporation Limited (NPCC) invites sealed percentage rate tenders under two bid systems (One envelope for technical bid and other for financial bid) from the experienced and financially as well as technically sound agencies for Architectural Consultancy for Planning & Development of Greenery Land, Horticulture & Landscaping in the entire campus at Indira Gandhi National Tribal University (IGNTU), Amarkantak, M.P. as detailed below:

S. No.	Description	Package
1.	Name of Work	Architectural Consultancy for Planning & Development of Greenery Land, Horticulture & Landscaping in the entire campus at Indira Gandhi National Tribal University (IGNTU), Amarkantak, M.P.
2.	Completion time	As per GCC Clause A.02
3.	Approx. Estimated cost	Rs. 6,00,000.00 (Rupees Six Lacs Only)
4.	Earnest money to be deposited in the form of DD/FDR/BG favour of NPCC Ltd. payable at Raipur. In case of BG it must be from Nationalized Bank only.	Rs. 12,000.00 (Rupees Twelve Thousand Only)
5.	Cost of Tender documents in the form of Demand Draft in favour of NPCC Ltd. Payable at Raipur	Rs. 5,000.00 (Rupees Five Thousand Only)
6.	Validity of Tender	120 days from date of submission of Tender
7.	Sale of Tender Documents on any working day	08.01.2016 to 14.01.2016
8.	Receipt of Tenders at NPCC IGNTU Unit office (Indira Gandhi National Tribal University), Lalpur, Amarkantak MP	15.01.2016 up to 11:00 AM
9.	Opening of Technical bid at NPCC IGNTU Unit office (Indira Gandhi National Tribal University), Lalpur, Amarkantak MP	15.01.2016 at 11:30 AM

### PRE-QUALIFICATION CRITERIA:

The intending Bidder should fulfill the following minimum pre-qualifying criteria

1. Turnover: Average Annual Financial Turnover on construction works during the last three years, ending 31<sup>st</sup> March of the previous financial year, should be at least 30% of the estimated cost.

2. Experience: Bidder should have the experience of completion of similar works during last 7 years ending last day of month previous to the one in which tenders are invited should be either of the following.
  - (a) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost,
  - or
  - (b) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost,
  - or
  - (c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.
3. Similar works mean:  
Should have completed worked experience of Planning and Design of Horticultural & Landscaping or Similar works from Central / State Govt. Departments / PSUs and / or Autonomous bodies.
4. Profitability: The applicant should be a net profit making firm and should not have incurred any loss in the last 3 (three) financial years or any three out of last five years ending 31<sup>st</sup> March, 2014 duly certified by Chartered Accountant.
5. EPF Registration: Bidder must have valid EPF / PF registration.
6. Joint Venture: Joint Ventures are not permitted.
7. Bid Capacity: Agencies who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:-
 

Assessed available bid capacity =  $A \times N \times 2 - B$

N = Number of years rounded up to first decimal prescribed for completion of the subject contract.

A = Maximum value of works executed in anyone year during last five years (up dated to the price level of current financial year with percentage stated in the PQ document)

B = Value at current price level of existing commitments and ongoing works to be completed in the next 'N' years.
8. Credit Facility: Agency shall have Un-utilized credit facility amounting to 10% of estimated cost certified from Bank during this financial year i.e. 2014-15. Not older than 3 months.
9. NPCC reserve the right to reject any or all applications without assigning any reason thereof.
10. Request for Tender document: The application for issue of Tender Document is to be submitted along with the following documents without fail.
  - 1) Cost of Tender document as per NIT.
  - 2) Copy of EPF / PF Registration certificate
  - 3) Completion certificate in support of experience of similar works as per para 2.0 and 3.0 of NIT.
  - 4) Details of Turn over for last 5 years duly certified by Chartered Accountant along with Profit and loss Statement of each financial year.

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

Tender documents for the above works can be obtained from the office of The Zonal Manager, 5 Kalyan Apartment, Ashok Vihar Colony, Pandri, Raipur – 492 004 on any working day between 11.00 A.M. to 4.00 P.M. The agencies fulfilling the requirements may submit the application along with the details / documents stated in para 10.0 of NIT to purchase the documents on payment as specified in above table at s.no. 5 (Nonrefundable) by DD in favour of NPCC Limited, payable at Raipur. Tender documents will not be sent by post or courier.

Tender documents can be seen at our official website [www.npcc.gov.in](http://www.npcc.gov.in) which can also be downloaded and can be submitted. Agency who have downloaded and submitted the sealed tender without requisite cost of blank tender document shall be rejected out rightly.

Tender documents duly completed in all respect shall be received up to date & time as specified in above table at s. no. 8 at NPCC IGNTU Unit office (Indira Gandhi National Tribal University), Lalpur, Amarkantak MP and Technical bid shall be opened at date & time as specified in above table at s. no. 9 at NPCC IGNTU Unit office (Indira Gandhi National Tribal University), Lalpur, Amarkantak MP (place of submission of tender). Documents received after the stipulated date & time are liable to be summarily rejected.

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

NPCC reserves the right to reject any or all tenders without assigning any reason thereof.

Zonal Manager

VOLUME-1

PQ

## 1. Qualifying criteria

The intending Bidder should fulfill the following minimum pre-qualifying criteria:-

- i. Turnover: Average Annual Financial Turnover on construction works during the last three years, ending 31<sup>st</sup> March of the previous financial year, should be at least 30% of the estimated cost.
- ii. Experience: Bidder should have the experience of completion of similar works during last 7 years ending last day of month previous to the one in which tenders are invited should be either of the following.
  - a. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost,  
or
  - b. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost,  
or
  - c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.
- iii. Similar works mean:  
Should have completed worked experience of Planning and Design of Horticultural & Landscaping or Similar works from Central / State Govt. Departments / PSUs and / or Autonomous bodies.
- iv. Profitability: The applicant should be a net profit making firm and should not have incurred any loss in the last 3 (three) financial years or any three out of last five years ending 31<sup>st</sup> March, 2014 duly certified by Chartered Accountant.
- v. EPF Registration: Bidder must have valid EPF / PF registration.
- vi. Joint Venture: Joint Ventures are not permitted.
- vii. Credit Facility: Agency shall have Un-utilized credit facility amounting to 10% of estimated cost certified from Bank during this financial year i.e. 2014-15. Not older than 3 months.
- viii. The applicant must have adequate organizational setup as well as having sufficient number of experienced personnel, technical know-how, and infrastructure to complete the project well within time frame.
- ix. The applicant must have minimum three years experience preferably working with public sector enterprises / government / semi government organizations. Experience of Private sector shall be considered only on production of TDS certificate.
- x. NPCC is free to get documents verified and agency shall have no objection to it. In case if it is found at any stage that that the agency has made any false information will be disqualified and black listed.
- xi. Request for Tender document: The application for issue of Tender Document is to be submitted along with the following documents without fail.

1) Cost of Tender document as per NIT.



- 2) Copy of EPF / PF Registration certificate.
- 3) Performance certificate in support of experience of similar works as per para 2.0 and 3.0 of NIT.
- 4) Details of Turn over for last 5 years duly certified by Chartered Accountant along with Profit and loss Statement of each financial year.

1.1 Bid Capacity: Agencies who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:-

Assessed available bid capacity =  $A \times N \times 2 - B$

N = Number of years rounded up to first decimal prescribed for completion of the subject contract.

A = Maximum value of works executed in anyone year during last five years (up dated to the price level of current financial year with percentage stated in the PQ document)

B = Value at current price level of existing commitments and on going works to be completed in the next 'N' years.

- Note:**
1. The Bidder shall furnish statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works preferably countersigned by the Nodal officer or his nominee-in-charge in the format available in documents.
  2. Financial Turn Over and cost of completed works of previous years shall be given weightage of 5% per annum (compounded) based on rupee value to bring them to previous financial year price level.

## 2. Instruction to bidders

- 2.1 Bidders are required to submit full bio-data giving details about their organization, experience, technical personnel & manpower available in their organization, Equipment holding, PF registration number from RPFC along with the copy of chalan in proof of deposit of EPF with in the period of last three months, Balance sheet and turnover details for last 5 years duly certified by CA, Litigation history etc. in order to asses their financial and technical capabilities etc. in the enclosed forms which will be kept confidential.
- 2.2 While deciding upon the technical qualification of applicant great emphasis will be given on the ability and competence of applicants to do good quality works within the specified time schedule and in close coordination with other agencies.
- 2.3 Each page of the documents shall be signed by power of attorney holder or authorized signatory. The documents shall be signed by person(s) on behalf of the organization having necessary authorization / power of attorney to do so (certified copies to be enclosed).
- 2.4 If the space in the proforma is in sufficient for furnishing full details, such information may be supplemented on separate sheets of paper, stating therein the part of the proforma and

- serial number. Separate sheets shall be used for each part. However, the format shall be as per proforma.
- 2.5 Applications containing false / incomplete and / or inadequate information are liable to be rejected. Also mere fulfillment of eligibility criteria does not guarantee for selection.
- 2.6 Clarification, if any required, may be obtained from the office of the Zonal Manager, 5 Kalyan Apartment, Ashok Vihar Colony, Pandri Raipur – 492004 (CG) Phone – 0771 4074482, on any working day between 11.00A.M. to 4.00 P.M.
- 2.7 Canvassing in any form in connection with pre-qualifications is strictly prohibited and the application of such persons / organizations who resort to canvassing will be liable to rejection.
- 2.8 Additional Requirement -
- Even though the bidders meet the above qualifying criteria, they are liable to be disqualified if they have
- (a) Made misleading or false representation in the forms, statements and attachments in proof of the qualification requirements;
- (b) Records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
- (c) their business banned by any Central Govt. Department/Public Sector Undertakings or Enterprises of Central Govt.
- (d) not submitted all the supporting documents or not furnished the relevant details as per the prescribed format.
- 2.9.1 A declaration to the above effect should be submitted as per Proforma-IX.
- 2.9.2 Bidder shall submit the general information about bidder as per Proforma No- III.
- 2.9.3 Bidder shall submit the list of major plant & machinery available with the firm as Proforma No.– IV.
- 2.10 Site Visit
- a. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility and cost all information that may be necessary for preparing the bid and entering into a contract for construction of the Works.
- b. The bidder and any of its personnel or agents will be granted permission by the Employer/Owner to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents, will release and
- c. Indemnify the Employer / Owner and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

- d. Before submitting a Bid, the Bidder shall be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates entered in the Price Bid document are adequate and all inclusive for the completion of work to the entire satisfaction of the Employer/Owner.

## 2.11 Bid Opening

- 2.11.1 Bids will be opened at the address mentioned in "Notice inviting Tender" in presence of Bidders or authorized representatives of Bidders who wish to attend the opening of Bids.
- 2.11.2 The Price bid shall be opened on the date and time, which will be intimated later on to the technically qualified bidders. NPCC will not be responsible for any postal delay or loss of communication. NPCC will try to give intimation through available phone no. and E-mail ID.

## 2.12 Process to be Confidential

- 2.12.1 Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for bid shall not be disclosed to bidders or any other persons not officially concerned with such process until the process is finalised.

## 2.13 Examination of Bids and Determination of Responsiveness

- 2.13.1 The Employer shall examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order, and all documents as per Tender document have been submitted.
- 2.13.2 Prior to the detailed evaluation, Employer shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the Tender documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the documents as specified in the Tender document without material deviations, objections, Conditionality or reservation. A material deviation, objection, conditionality or reservation is one;
- a) That affects in any substantial way the scope, quality or performance of the contract.
  - b) That limits in any substantial way, inconsistent with the bidding documents, the Employers' rights or the successful Bidder's obligations under the Tender document or
  - c) Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

- 2.13.3 If a bid is determined to be not substantially responsive, the Employer shall reject the bid.

## 3. MODE OF SUBMISSION

The tender should be submitted in 2 Envelope system.

- 3.1 The Envelope No.1 TECHNICAL BID will contain the requisite EMD in INR {as per NIT} in the form of DD / FDR / Bank Guarantee in favour of NPCC Limited payable at Raipur (in case of BG it must be issued from nationalized / scheduled bank as per list annexed only) and the unconditional acceptance letter on the letterhead in respect of the tender conditions as per proforma available in the tender document. The EMD shall be

valid for 120 days from the date of submission of tender. The EMD in any other form shall not be accepted. This envelope No. 1 will also contain the tender document (without Price Bid) duly signed without any conditions. This shall contain all information asked vide condition no. 1.1 and Conditional tenders shall be treated as non-responsive and rejected.

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

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

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

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

The rates for the items are to be quoted both in words & figures in the BOQ enclosed. The rates in words shall supersede the rates in figures and shall be treated as the final rates quoted.

All envelopes / packets shall be individually sealed as well as marked as given below and kept in an outer envelope marked as :

{ Name & Description of work as mentioned in NIT }

NIT No :

Due on :

From (Name of the Company)

The envelope thus sealed shall be submitted at the place of submission of tender before the stipulated time and date fixed for receipt of tender. The tenders received on or after the stipulated time and date of tender receipt shall not be considered as well as the same shall be returned to the tenderer unopened. NPCC shall not be responsible for any kind of communication delays whatsoever may be. Each and every envelope is to be addressed to the Zonal Manager, 5 Kalyan Apartment, Ashok Vihar Colony, Pandri Raipur, -492 004(CG)

3.2 Once the bidder has given an unconditional acceptance to the terms and contract conditions, bidder will not be permitted to put any remark(s) / conditions(s) (except unconditional rebate on price quoted, if any) in / along with the tender document.

3.3 In case the conditions 3.2 mentioned above is found violated at any time after opening of tender, the tender shall be summarily rejected and NPCC shall, without prejudice to any other right remedy, be at liberty to forfeit the Earnest Money Deposit as specified above.

4. EARNEST MONEY DEPOSIT :

The agency has to submit the requisite EMD as mentioned in NIT. Tenders Received without EMD will be treated as non responsive and summarily rejected.

5. NPCC reserves the right to reject any or all the tenders in part or full without assigning any reason whatsoever thereof. NPCC does not bind itself to accept the lowest tender. NPCC also reserves the right to split up the work among two or more agencies.
6. QUOTING OF RATES & AMOUNTS:
  - 6.1 The tenderers should quote in figures as well in words the rates and amounts tenders by them. The amount for each item should be worked out and the requisite totals and page totals be given.
  - 6.2 Special care should be taken to write the rates and amounts in figures as well in words in such a way that any alteration is not possible. The total amount should be written both in figures and in words. In case of figures; the word 'Rs.' should be written before the figure of Rupees and word 'P' after the decimal figure e.g. Rs. 2.15p. Rs. 2.15 shall be written as Rupees two and fifteen paisa only. Unless the rate/amount is in whole Rupees it should invariably be up to two decimal places. While quoting the rates in Bill of quantities, the word "only" should be written closely following the amount and it should not be written in the next line.
  - 6.3 Over writing should be avoided, in case of any correction/alteration is required, same should be cross and re-written neatly duly signed with company seal.
  - 6.4 In case of any discrepancy between the item rates quoted in figures and words, , then the item rates quoted by the contractor in words shall be taken as correct.
7. The tenders shall be strictly as per the conditions of contract. Tenders with any additional condition(s) / modifications shall be rejected.
8. The witnesses to the Tender/Contract Agreement shall be other than the tenderer/ tenderers competing for this work and must indicate full name, address, status/occupation with dated signatures.
9. The tenders for works shall remain open for acceptance for a period of 120 (One hundred twenty) days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or makes any modification in terms and conditions of the tender to his benefit which are not acceptable to NPCC then NPCC shall without prejudice to any other right or remedy, be at liberty to forfeit the EMD.
10. The acceptance of tender will rest with NPCC who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning any reason thereof. Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
11. Canvassing whether directly or indirectly in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
12. PERFORMANCE GUARANTEE:-

Within 15 days from the date of issue of LOA / LOI, the tenderer shall submit Performance Guarantee amounting to 5% (Five percent) of the awarded value of work in the form of Demand Draft/fixed deposit in favour of NPCC LTD. or Bank Guarantee from the Nationalized / Scheduled Bank (as per list enclosed) of equivalent value. No interest will be

paid under any circumstances. on receipt of the performance guarantee in the form of DD/FDR/BG the EMD will be refunded.

13. SECURITY DEPOSIT:-

The security deposit will be deducted from the successful contractor at the rate of 10% from the Gross value of each R/A bills till it reaches 5% of the contract value. No interest will be paid on the Security Deposit under any circumstances. The total security deposit will be refunded only after expiry of defect liability period. However after successful completion of work 50% of the security deposit can be released against bank guarantee from the Nationalized / Scheduled Bank (as per list enclosed) as per approved format.

14. On acceptance of tender, the name of the authorized representative(s) of the contractor who would be responsible for taking instructions from Engineer-in-charge or his authorized representative shall be intimated by the contractor within 07 days from the date of issue of telegram / letter / telex / fax of intents by NPCC.

15. The tenderer shall not be permitted to tender for works if his near relative is posted as an Accountant or an Assistant Engineer or any higher ranks in the project office or concerned Zonal office of the NPCC. 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 NPCC. Any breach of this condition by the tenderer would render him liable to the withdrawal of the work awarded to him and forfeit of Earnest Money and Security Deposit. This may also debar the contractor from tendering for future works under NPCC.

16. Sales tax / VAT or any other tax on materials as also the Turnover Tax, Work Contract Tax, Service tax, Construction cess or similar, if any, in respect of contract shall be payable by the contractor and NPCC will not entertain any claim whatsoever, on such grounds. In the event of non payment/default in payment of any octroi, royalty, cess, turnover tax, sales tax, including the purchase tax, consignment tax, work contract tax or any labour dues and E.P.F. etc., by contractor/supplier, the NPCC reserves the right to with-hold the dues/payments of contractor and make payment to local / state/ Central Government authorities or to labours as may be applicable. The contractor should submit along with the tender, the Registration Certificates with sales tax on works contract authority and EPF Authorities other wise appropriate recovery shall be made from his bills.

17. Tenderer should quote all prices, including the liability of taxes etc covered under Clause 16.0 or any other levy as applicable in the respective state.

18. The tenderer shall be deemed to have gone through the various conditions and clauses of the tender and visited the site before quoting their rates, once they make an offer for this work. No claim shall be entertained on this account.

19. Deleted.

20. Tenderer can purchase the tender documents from any of the offices mentioned in NIT.

21. ESCALATION/PRICE VARIATION:

21.1 There will be no escalation on account of any increase in price index in the price of materials or labours, imposition of sales tax or enactment of any new law or imposition of

levies etc. No price escalation shall be applicable even during the extended period for completing the works. No extra claim in this regard will be entertained.

22. NPCC reserves its right to accept or reject any or all tenders without assigning any reason thereof.
23. Details of documents to be submitted: Following documents are to be submitted with Technical bid (Envelop No. 1) duly supported with credentials / certificates as directed in the respective proforma.

S.No.	Details	Proforma No.	To be executed on
1.	Acceptance of Tender Conditions	PROFORMA- I	Tenderer's letter head
2.	Form of Tender	PROFORMA- II	Tenderer's letter head
3.	General Information	PROFORMA - III	
4.	List of Machinery & Software's in Possession of the Firm	PROFORMA - IV	
5.	Annual Turn Over For The Last Five Years	PROFORMA-V	
6.	Details of the Similar Works Completed in Last Five Years	PROFORMA-VI	
7.	Certificate of Credit Facility	PROFORMA -VII	Banker's letter Head
8.	Details of on-going / existing works	PROFORMA-VIII	
9.	Past contractual performance	PROFORMA – IX	On Non-judicial stamp paper of value not less than Rs. 10/-

PROFORMA- I

(On the letter head of the Tenderer)

To,

The Zonal Manager,  
NPCC Limited.  
5 Kalyan Appartment,  
Ashok Vihar Colony,  
Pandri Raipur, -492 004(CG)

Sir

ACCEPTANCE OF TENDER CONDITIONS

The tender documents for the work "Architectural Consultancy for Planning & Development of Greenery Land, Horticulture & Landscaping in the entire campus at Indira Gandhi National Tribal University (IGNTU), Amarkantak, M.P." been sold to me/us by National Project Construction Corporation Limited and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.

1. The contents of clause 3.2 and 3.3 of the Tender documents (Instructions to Tenderer) have been noted wherein it is clarified that after unconditionally accepting the tender condition in its entirety, it is not permissible to put any remark(s) / conditions(s) (except unconditional rebate on price, if any) in the tender enclosed in "Envelope-2 and the same has been followed in the present case. In case this provision of the tender is found violated at any time after opening of the Envelope 2, I / we agree that the tender shall be summarily rejected and NPCC shall, without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money absolutely.
2. The required earnest money for this work is enclosed herewith.
3. If I/we will not fulfill the minimum qualifying criteria of the tender I/we not lodge any claim for opening of envelope 2 of the tender.

Yours faithfully,

(Signature of the tenderer)  
With rubber stamp

Dated : \_\_\_\_\_

PROFORMA- II



FORM OF TENDER  
(On the letterhead of the Tenderer)

To  
The Zonal Manager,  
NPCC Limited.  
5 Kalyan Apartment,  
Ashok Vihar Colony,  
Pandri Raipur, -492 004(CG)

1. I / We, \_\_\_\_\_ [Name and address of the Bidder] \_\_\_\_\_  
have read the various terms and conditions of the Bid documents together with Addendum no(s)/Errata no(s) attached here with duly signed by me/us and agree to abide by the same.
2. I/We hereby declare that we are aware of the site of work and have made ourselves fully conversant of the conditions therein and including the topography of area, soil strata at site of work, sources and availability of construction materials, rates of construction materials, water, electricity, all local taxes, royalties, octrois etc., availability of local labour (both skilled and unskilled), relevant labour rates and labour laws, the existing road and approaches to the site of work, requirements for further service roads / approaches to be constructed by me / us, the availability and rates of private land etc. that may be required by me / us for various purposes, climatic conditions, law and order situation and availability of working days.
3. I / We hereby tender for execution of "Architectural Consultancy for Planning & Development of Greenery Land, Horticulture & Landscaping in the entire campus at Indira Gandhi National Tribal University (IGNTU), Amarkantak, M.P." as per tender documents within the time schedule of completion of work as per separately signed and accepted rates in the bill of quantities quoted by me/us for the whole work in the accordance with the Notice Inviting Tenders, conditions of Contract. Specifications of materials and workmanship, bill of quantities. Drawings, time schedule of completion of jobs and other documents and papers, all as in tender documents.
4. It has been explained to me/ us that the time stipulated for jobs and completion of works in all respects and in different stages mentioned in the "Time schedule for Completion of jobs and signed and accepted by me/us is the essence of the contract. I/We agree that in case of failure on my/our part to strictly observe the time of completion mentioned for jobs or any of them and the final completion of works in all respects according to the schedule set out in the said "Time Schedule for completion of stipulations contained in the contract the recovery being made as specified therein. In exceptional circumstances extensions of time which shall always being in writing way, however be granted by the NPCC at its entire discretion for some items and I/we agree that such extension of time will not be counted for the final completion of work as stipulated in the said "Time Schedule of Completion of jobs."
5. I/we agree to pay the earnest Money deposit, performance guarantee and Security Deposit and accept the terms and condition as laid down in the memorandum below in this respect.

### MEMORANDUM

S.No.	Description	GCC Clause No.	Values/Description to be applicable for relevant clause(s)
1.	Name of Work		Architectural Consultancy for Planning & Development of Greenery Land, Horticulture & Landscaping in the entire campus at Indira Gandhi National Tribal University (IGNTU), Amarkantak, M.P.
2.	Client/Owner		Indira Gandhi National Tribal University (IGNTU), Amarkantak, M.P.
3.	Type of Tender		Percentage Rate
4.	Earnest Money deposit	As per NIT	Rs. 12,000.00 (Rupees Twelve Thousand Only)
5.	Approx. Estimated cost	As per NIT	Rs. 6,00,000.00 (Rupees Six Lacs Only)
6.	Time for completion	As per NIT	As per GCC Clause A.02
7.	Mobilization Advance	8.0	Mobilization advance is payable maximum up to 10 (Ten) % of contract value subject to conditions stipulated in clause no. 8 of GCC.
8.	Interest rate on Mobilization Advance	8.0	Simple interest Rate of 12% (Twelve percent only) per annum.
9.	Schedule of Rates applicable	46.0	Refer clause No. 46 of GCC in conjunctions with BOQ
10.	Validity of Tender	4.0	120 (One hundred twenty) days
11.	Performance Guarantee	9.0	5% of contract value to be submitted within 15 days from the date of issue of LOI
12.	Security deposit/ Retention Money	10.0	To be deducted @ 10% of each RA bill and will be restricted upto 5% of the contract value.
13.	Time allowed for starting the work	43.0	Date of start of contract shall be reckoned 10 days after the date of issue of letter / FAX / E-mail of intent / acceptance of tender.
14.	Defect liability period	74.0	12 (Twelve Months from the date of handing over of works to Owner / NPCC.

6. Should this tender be accepted, I / We agree to abide by and fulfill all terms and conditions referred to above and in default thereof, to forfeit, and pay NPCC or its successors or its authorized nominees such sums of money as are stipulated in the notice inviting tender documents.
7. If I / We fail to commence the work immediately on issue of LOI, or I / We fail to submit the Performance guarantee as per Clause 09 of General conditions of contract I/We agree that NPCC shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money deposited with NPCC besides any other action as per terms of registration with NPCC. The NPCC shall also be at liberty to cancel the notice of acceptance of tender if we fail to deposit the performance guarantee as contained elsewhere in the tender documents.



8. I / We are also enclosing herewith the Acceptance letter on the prescribed pro-forma as referred to in condition of NIT.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

SIGNATURE OF TENDERER

NAME IN CAPITAL LETTERS \_\_\_\_\_

ADDRESS

\_\_\_\_\_

TELEPHONE & FAX NO.

\_\_\_\_\_

E-mail ID

\_\_\_\_\_

SEAL OF TENDERER

WITNESS

OCCUPATION. \_\_\_\_\_

PROFORMA - III

GENERAL INFORMATION

All individual firms and each partner of a joint venture participating in this Bid are requested to complete the information in this form.

1	Name of Bidder	
2	Head Office Address	
	Tel. No	
	Mobile no.	
	Fax No	
	E-mail address	
3	Address on which Correspondence should be done	
	Tel. No	
	Mobile no.	
	Fax No	
	E-mail address	
4	Place of incorporation / registration	
5	Legal status of the applicant (attach copies of original documents defining the legal status)	
i)	Specify, if the bidder is	
	a) An individual	
	b) A proprietary firm	
	c) A firm in partnership	
	d) A Limited Company or Corporation	
	e) A group of firms / joint venture (if yes, give complete information in respect of each member)	N.A.
ii)	Attach a copy of Proprietorship or Partnership Deed or Article of Association or Incorporation of Company or JV Agreement as the case may be	
6	Name of Proprietor / Partners / Directors with their addresses, Mobile & Telephone numbers, Fax no., E-mail address.	
7	Designation of individuals authorized to act for the organization with the address, Mobile & Telephone numbers, Fax, E-mail address. (Enclose legal Power of Attorney).	
8	Was the applicant ever required to suspend any construction for a period of more than six months continuously after commencement of the construction? If so, give the name of the project & reasons of suspension of work.	

9	Has the applicant of any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.		
10	Has the applicant, or any constituent partner in case of partnership firm ever been debarred / black listed for tendering in any organization at any time? If so, give details.		
11	Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of Law? If so, give details.		
12	Bank solvency		
13	Turn Over / Net Profit for the last five years to be given below	Turn Over in Lakhs	Profit in Lakhs
14	Other details: (Copies to be enclosed)		
	a) EPF No. valid up to:		
	b) Sales Tax No. valid up to		
	c) Clearance of sales Tax up to		
	d) PAN No.		
	e) Service tax registration No.		
15	Give particulars of registration with Govt./Semi Govt./Public Sector Undertakings/Local Bodies.		

Note: Use separate sheets for providing more information if any.

Date & Place

Signature & seal of the applicant

PROFORMA - IV

List of major Machinery & Software's in possession of the firm

S.No.	Name of Plant & Machinery/Software's	Available Owned	*Other than col. No. C
A	B	C	D
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			

Signature & seal of the applicant

Date & Place

Note:

- \* In case of any arrangement for getting the equipment on lease, etc., authenticated proof of the same is to be submitted.
- \*\* Use separate sheets for providing more information.

PROFORMA-V

Date: \_\_\_\_\_

ANNUAL TURN OVER FOR THE LAST FIVE YEARS				
S. No.	YEAR	Turnover from Engineering construction works (Rs in lacs)	Net Profit (In Rs lacs)	Remarks (if any)
1	Five Previous financial years			
2				
3				
4				
5				

Note:

- 1 The bidder shall submit the attested copies of the audited balance sheets along with Profit and loss statements and Auditors report and schedules duly certified by the bidder and Chartered Accountant. Certificate from the Chartered Accountant, wherever the Annual Turnover is Certified for the relevant financial year in which the minimum criteria of Annual Turnover is satisfied should also be submitted.

PROFORMA-VI

DETAILS OF THE SIMILAR WORKS COMPLETED IN LAST FIVE YEARS

S. No.	Description of the Work with Contract No.	Name and address of the Employer with Contact No.	Date of award	Stipulated date of completion	Date of actual completion	Value of completed work (In Rs lacs)	Reasons for delays, penalty if any	Any other relevant information
1								
2								
3								
4								
5								
6								

Note:

1. The Bidder shall submit the attested Copies of the Completion Certificates from the Client.
2. The value of work executed should be inclusive of the value of free supply items.



PROFORMA - VII

Certificate of Credit Facility  
(On Banker's letter Head)

This is to certify that M/s \_\_\_\_\_, is a reputed firm /  
company with a good financial standing.

The firm / company is enjoying a fund based credit facility of Rs \_\_\_\_\_ to meet  
its working capital requirements.

Signature

Name

Designation

Address of Bank

BANK'S SEAL

NOTE: The above certificate shall be from RBI scheduled Bank.

PROFORMA-VIII

DETAILS OF ON-GOING / EXISTING WORKS

S. No.	Description of the Work with Contract No.	Name and address of the Employer	Date of award	Stipulated date of completion	Value of work as per order (In Rs. lacs )	Value of work completed so far (In Rs. lacs )	Anticipated date of completion of work	Any other relevant information
1								
2								
3								
4								
5								
6								
7								
8								
9								

Note:- The copies of certificates of ongoing-awarded works issued by the owner shall be attached. Only those works shall be considered for evaluation for which copies of the certificates issued by the owner are attached.

PROFORMA – IX

PAST CONTRACTUAL PERFORMANCE

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

This is to certify that We, M/s \_\_\_\_\_ [Name of the Bidder  
with address], in submission of the Bid, \_\_\_\_\_ [Name  
of Bid with Bid no.]

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

SIGNATURE OF THE BIDDER

SEAL

Note:

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

VOLUME-1

**GCC**

## General Information, Instructions and Conditions

### A.01. The Scope of work is as mentioned below:

1. Planning & Development of Greenery land in the entire Campus and
2. Planning & Development of Horticulture & Landscaping.

### A.02. Time of Completion / Schedule:

Sr. No.	Description of Work	Period from Date of Award of Work
1.	To carry out the survey and prepare preliminary architectural concept drawings for the project as per the requirement of NPCC	within 5 days after issue of LOI
2.	Getting approval of preliminary estimate from NPCC / other concerned authorities	Within 10 days after submission of preliminary estimates.
3	Preparation of detailed estimates & supply of Tender Documents / Tender Drawings, specifications, rate analysis for all the items etc., for call of tender. Issue of good for construction drawings, designs for all components of the scheme.	within 15 days after approval of preliminary Estimate by NPCC.
4	Services during construction stage & till complete handing over of the project	as per schedule decided by NPCC

Note:- Any slippage in the time schedule will lead to imposition of penalty as per applicable clause

#### A. (1). GENERAL

The Contract means the documents forming the tender and acceptance thereof and the agreement executed between the competent person on behalf of NPCC and the Architect, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

National Projects Construction Corporation Limited, hereinafter called 'NPCC' proposes to get the works executed as mentioned in the Contract on behalf of Owner / Client.

#### A. (2). DEFINITIONS

a) ENGINEER-IN-CHARGE means the PROJECT MANAGER of NPCC who shall supervise and be in-charge of the work from time to time.

b) WORKS OR WORK: The expression works or work shall unless there be something either in the subject or context repugnant to such Design / Drawings, be executed

whether temporary or permanent, and whether original, altered, substituted or additional.

c) ARCHITECT means the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

d) SITE means the lands and other places on, under, in or through which the works are to be executed or carried out and any other lands or places provided by NPCC or used for the purpose of the agreement.

e) APPROVAL means approved in writing including subsequent written confirmation of previous verbal approval.

f) WRITING means any manuscript typed written or printed statement under or over signature and/or seal as the case may be

g) MONTH means English Calendar month 'Day' means a Calendar day of 24 Hrs each.

h) CONTRACT VALUE means the sum for which the tender is accepted as per the letter of intent.

i) LANGUAGE: All documents and correspondence in respect of this contract shall be in English Language.

j) OWNER means Indira Gandhi National Tribal University (IGNTU), Amarkantak, M.P. who has awarded the work to NPCC as implementing agency.

A. (3). Earnest Money Deposit (EMD): The Earnest Money Deposit as mentioned in NIT, in the form of DD / FDR in favour of NPCC Ltd. payable at Raipur form the bank as per list annexed -II. EMD validity to be 150 days from last day of submission of tender.

The EMD shall be retained as Initial Security Deposit which is already submitted by the Tenderer in the form of DD/FDR in case of Successful Tenderer, and returned in case of unsuccessful tenderers after award of work.

No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Tenderers and / or Contractor Under their contract but Government Securities (FDR) deposited will be payable with interest accrued thereon, only to the unsuccessful tenderer.

Validity of offer 120 (One Twenty) days from the date of Submission of tender.

A. (4). SITE VISIT AND COLLECTING LOCAL INFORMATION

Any investigation, topographical survey, geo-technical survey, hydro-geological survey, collection of required data from the site / town / location and from the clients, concerned state/central government authorities, Local Bodies and other agencies, sample collection & sample testing, test reports etc. of existing sites or new sites

identified by Local Bodies are to be carried out by the consultant and cost of same is included in the final quoted fees.

#### A. (5). PERFORMANCE GUARANTEE

“Within 10 days (ten days) from the date of receipt of letter of intent or within such extended time as may be granted by NPCC in writing, the Architect shall submit to NPCC a performance bank guarantee in the form appended, from any nationalized bank equivalent to 5% (five percent only) of the contract value for the due and proper execution of the contract. This bank guarantee shall remain valid up to 150 (One Hundred and Fifty) days. And would be released after the completion of the project. In case the Architect fails to submit the performance guarantee of the requisite amount within the stipulated period or extended period, letter of intent will stand withdrawn and EMD of Architect shall be forfeited.

#### A. (5). SECURITY DEPOSIT

The security deposit will be deducted from the successful Architect at the rate of 10% from the Gross value of each R/A bills till it reaches 5% of the contract value. No interest will be paid on the Security Deposit under any circumstances. The total security deposit will be refunded only after expiry of defect liability period. However after successful completion of work, 50% of the security deposit can be released against bank guarantee from any Nationalized Bank as per approved format.

#### A. (6). INCOME & SERVICE TAX DEDUCTION

Income & Service tax deductions shall be made from all payments made to the Architect including advances against work done, as per the rules and regulations in force, in accordance with the Income & Service Tax Act prevailing from time to time.

The rates quoted by the Architect shall be deemed to be inclusive of all applicable taxes as per laws prevalent in the State / Centre.

The stamp duty and registration charges, if any, on the Architect agreement levied by the Government or any other statutory body, shall be paid by the Architect.

#### A. (7). ADDENDA / CORRIGENDA

Addenda/Corrigenda to the tender documents may be issued prior to the date of opening 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 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.

#### A. (8). CONTRACT AGREEMENT

The Architect shall enter into a Contract Agreement with the NPCC within 20 days from the date of receipt of Letter of Intent or within such extended time, as may be granted by the NPCC. The cost of stamp papers, stamp duty, registration, if applicable on the contract, shall be borne by the Architect. In case, the architect does not sign the agreement as above or start the work within 10 days of the receipt of letter of intent, his earnest money is liable to be forfeited and letter of intent consequently will stand withdrawn.

A. (9). PURCHASE PREFERENCE TO PUBLIC SECTOR ENTERPRISES

NPCC reserves its right to extend Purchase Preference to Central Public Sector Enterprises (CPSEs) as per policy of Government of India, if any, as applicable on this work. The tenderers are requested to go through latest instructions of Government of India on its preference policy for CPSUs before quoting for the tender.

A. (10). CHANGE IN FIRM'S CONSTITUTION TO BE INTIMATED

Where the Architect is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the Architect is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the Architect enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the Architect. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 59.1 hereof and NPCC shall be entitled to take action under Clause 72.2 (xi).

B. (1). The tender shall consist of:

The Envelope No.1 TECHNICAL BID will contain the tender documents specified in NIT (Credentials) and EMD as mentioned in NIT in the form of DD/FDR in favour of NPCC Limited payable at Raipur along with the unconditional acceptance letter (under taking) on the letter head in respect of the tender conditions as per proforma available in the tender document. The EMD shall be valid for 150 days from the last date of submission of tender. The EMD in any other form shall not be accepted. This envelope No. 1 will also contain the tender document (without Price Bid) duly signed without any conditions. This shall contain all information asked vide NIT. Conditional tenders shall be treated as non-responsive and rejected.

- a) The technical bid shall not include any financial information. Technical bid containing financial information shall be declared non responsive/ invalid.
- b) The technical bid may be declared non responsive / invalid, if the bid is not accompanied by the requisite documents as stipulated in tender document.
- c) Tender will be treated as non-responsive EMD in proper format as described above is not received in envelope no. 1 and shall be rejected out rightly.

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



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

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

Architectural Consultancy for Planning & Development of Greenery Land, Horticulture & Landscaping in the entire campus at Indira Gandhi National Tribal University (IGNTU), Amarkantak, M.P..

NIT No :

Due on :

From (Name of the Company)

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

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

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

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

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

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

- 2.11 NPCC Ltd. reserves the right to accept/or reject any or all the tenders received without assigning any reason whatsoever.
- 2.12 It is advised that the consultants should visit the site of work to properly assess the scope of work, before quoting for the tender.
- 2.13 An authorized representatives of the Architect firm/Consultant shall sign the Technical & Financial bids. The authorization shall be in the form of a legally enforceable written power of attorney executed on non-judicial stamp paper of appropriate value duly notarized and shall be submitted along with bid.
3. (a).The scope of the architect will be rendering survey, data collection, detailed engineering design, estimate, tender documents and consultancy services for Planning & Development of Greenery Land, Horticulture & Landscaping in the entire campus.
- (b). Architect will have to provide the following services, the breakup of the payment against the services provided by the Architect will be as under:

1.	Preparation of Preliminary plans showing different alternative for displaying to the University authorities for taking prior approval <u>covering all the required requisites as mentioned in scope of work strictly within stipulated time frame.</u> Finally accepted drawings / sketches will be needed for preparation of preliminary drawings and cost estimate.	No Payment
2.	Preparation of drawings (Plans, Sections and Elevations) of the project – as per approval BOQ preparation.	10%
3.	Preparation of detailed drawings and design. If required the proof checking of design and calculations will be got done by NPCC from other reputed resource. Your engineer should associate in proof checking and after the proof checking, the final design and drawings after incorporating the advice of the proof checker, be prepared and supplied. The cost of proof Checking will be borne by the appointed / selected Architectural Consultancy firm. 10 nos. of prints of each documents / drawings will have to be supplied during the progress of work. The BOQ and detailed drawings should be supplied in soft copy for inviting tenders along with other tender documents.	30% for Civil 5% for Electrical 5% for Plumbing
4.	The Architect will have to visit the site as and when required by NPCC / University officials till	25%

	the completion of the works. Attending Design Review Meetings	
5.	Other relevant details for all the components of the Scheme as & when required during execution will be supplied by the Architect.	25%

4. The technical bid along with all the technical details, earnest money and tender form must be enclosed in a separate sealed envelope making technical bid.
5. The financial bid on the firm's letter head must be enclosed in a separate sealed envelope marking financial bid.
6. Both these envelopes must be sealed in another envelope super scribed with "Architectural Consultancy for Planning & Development of Greenery Land, Horticulture & Landscaping in the entire campus at Indira Gandhi National Tribal University (IGNTU), Amarkantak, M.P."
7. Each page of the Tender Form should be stamped and signed by the authorized signatory.
8. All columns of the Forms should be duly, properly and exhaustively filled in.
9. The authorized signatory must sign all cutting and corrections. A certificate of the authorization or power of attorney, in original along with a photocopy thereof, by the applicant firm, company or other corporate body, as the case may be enclosed with the Applicant Form. Professional applying himself is not required to furnish such a certificate.
10. No Tender Form will be considered unless all the required documents are furnished and properly attested wherever required.
11. The Tender Form must be deposited along with Earnest Money as mentioned in NIT.
12. Only those Tender Forms shall be opened, which have been received by the due date and time. NPCC shall not be responsible for and Postal or Other delays.
13. The Tenderer must have the office in the periphery of 100 Km of the Location of Site.
14. The engagement will be valid till the completion of the job. But if any information furnished by the party is found to be incorrect or misleading or deceptive or if there is a breach of any of the terms and conditions of the tender form, the engagement may be terminated by NPCC after giving correct reason. Architect will oblige to such Instructions.
15. JURISDICTION: The agreement shall be executed at Raipur on non-judicial stamp paper purchased in Raipur and the Courts at Raipur / Bilaspur alone will have jurisdiction to deal with matters arising there from, to the exclusion of all other courts.

16. NPCC reserves the right to cancel all or any applications after giving cogent reason such as past performance, financial viability, any administrative contingency, efficiency in supply of drawings and unworkable rates, etc.,
17. All the tender forms (technical bids) that are opened, will be scrutinized on the basis of documents and information's furnished by the applicants with the tender forms. After the scrutiny if it is found that any tenderer do not qualify the terms & conditions / minimum qualifications, the sealed price bids envelope will be returned to the tenderer unopened.

Zonal Manager  
Chhattisgarh Zone

## OTHER TERMS AND CONDITIONS:

18. Within 15 days from the date of issue of LOA / LOI, the Consultant shall submit Performance Guarantee amounting to 05% (Five percent) of the awarded value of work (total consultancy fee) in the form of Demand Draft/fixed deposit in favour of NPCC LTD. or Bank Guarantee from the Nationalized /Scheduled Bank (as per list enclosed) of equivalent value. No interest will be paid under any circumstances. Performance guarantee shall remain valid up to 90 (ninety) days after the end of defect liability period. An amount is to be deposited equivalent to 0.01% per day of the amount of Performance guarantee for extended /delayed period of submission of Performance guarantee. In no case the extension will be granted for more than 15 days. In case of non-submission of Performance guarantee within stipulated / extended period, it will be presumed that agency is not interested in the work and EMD submitted will be forfeited without any notice.
- 5.2 5% of the fee payable to the consultant shall be retained from the running bills as "Security Deposit" till it reach to 5% of award of work including initial Security Deposit retained in the form of EMD, in addition to the performance guarantee and the same shall be released to the consultant after defect liability of the project on completion and handing over of work to clients by NPCC. The Security Deposit thus recovered till completion of project/final bill shall be released against submission of a bank guarantee of equivalent amount from nationalized bank.
- 5.3 The Consultant undertakes to design, redesign, modify and make changes in the designs, drawings, details etc. till they are finally approved by clients and as required for execution, defect liability period and handing over of the project to clients, as stipulated in the scope of work within the quoted/negotiated consultancy fees.
- 5.4 If at any time after start of work, the client decides to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the works to be carried out, the NPCC shall give notice in writing to this effect to the Consultant and the consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.
- 5.5 NPCC is acting as an Implementing Agency/ Project management Consultant on behalf of Indira Gandhi National Tribal University (IGNTU), Amarkantak, M.P. Hence any payment towards any claim of the consultant if not considered/paid by the above authorities shall not be paid to the consultant.
- 5.6 The Consultant shall supply free of charge to the NPCC, the adequate no. of following documents:-
- i) Detail Project Reports with coloured drawings.
  - ii) All the Drawings and estimates to be submitted to clients.
  - iii) Complete detailed design calculations (structural and other services) including supply of drawings incorporating subsequent modifications.

- iv) All working drawings for all the components (Good for Construction Drawings).
- v) Detailed estimates and rate analysis of all works.
- vi) Completion drawings and detailed documents.
- vii) Tender documents / tender drawings as per NPCC requirements.
- viii) Fabrication Drawings of all equipment's if any.
- ix) Barbending Schedule

## 5.7 Coordination with other consultants/agencies

5.7.1 Consultant shall coordinate with other consultants/agencies appointed by NPCC for the same work or other works to have proper integration of the schemes/system and to avoid any duplicity of work.

5.7.2 The Consultant shall be responsible for collecting all data / information required from any part of the town in relation to existing drainage system as the case may be, for preparation of DPR, design of the structure / system. Consultant will also require to coordinate with other consultant appointed by NPCC for this work for other sector and to collect the relevant data/information's and interact with them continuously for preparing technically sound DPR. For this purpose, consultant may also be required to carry out the survey / collection of data's for the complete town which may include calculation of outfall points / ultimate disposal point, calculation and determination of inlet & outlet levels etc.

## 5.8 Compensation for delay

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

5.8.2 In case the Consultant fails to complete the work within the Contract period or extended period as above owing to reasons attributable to Consultant, liquidated damages @ 1% per week of the total fees subject to a maximum of 10% of the total fees payable shall be levied on the Consultant. NPCC shall be entitled to deduct such damages from the dues that may be payable to the associate consultant. If the work is held up at site due to non-availability of Drawings / Specifications / Other Details as per mutually agreed schedule penalty, proportionate to the value of the work which is held up, shall be imposed on the consultant.

5.9 All designs and drawings shall be the property of NPCC. The name and logo of NPCC shall be pre- dominantly displayed on all the drawings and documents. The consultant shall not put his name or firms name on any of the documents / drawings on the DPR. The name of consultant shall be written as Associate Consultant on all drawings/documents only after DPR is approved from all the concerned authorities.

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

## 5.16 Force Majeure Clause

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

## 5.17 Completion period

The overall completion period envisaged for the execution of this project is 30 months (including preconstruction stage).

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

## 5.19 Escalation / Price Variation

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

## 5.20 RESPONSIBILITIES FOR ACCURACY OF PROJECT PROPOSALS AND ITS PERFORMANCE

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

5.20.2 As such consultancy are solely depends upon the performance of the Consultant / Architect Firm which can be judged and ascertained on the acceptance and approval of the Client with regard to preparation of preliminary scheme and preliminary estimates (PPR), detailed drawings, detailed estimates and detailed project report (DPR) etc. Accordingly, non-acceptance and disapproval by the Client of PPR/DPR, for any reason whatsoever shall disentitle the Consultant / Architect Firm to claim any payment under Clause 2.14 – Payment Schedule. In such eventuality, the NPCC shall not be liable to make any payment towards consultancy charges so incurred by the Consultant / Architect Firm on any ground whatsoever.

5.20.3 It is also terms of the contract that in the eventuality, the Consultant / Architect Firm abandon / non-perform terms of the contract and left the work at any stage of the contract, the NPCC shall not be responsible and liable for payment of fees for services of



engineering consultancy in terms of Clause 2.14 – Payment of Schedule to the Consultant / Architect Firm. In case, any fees on pro-rata basis have already been paid, NPCC shall be entitled to deduct such fees and damages from any dues in this contract and / or any other contract with NPCC that may be payable to the Consultant / Architect Firm including the EMD and Security Deposit, Performance Guarantee and / or to withhold and have a lien to retain in part or full the payments, due to the Consultant or any claims of the Consultant, so as to cover its claimed amount in this regard.

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

5.22 Deleted

5.23 TAX AND OTHER DUES

5.23.1 The rate quoted by the Consultant shall be deemed to inclusive of Sales Tax, Turnover Tax, Work Contract Tax, or any other similar tax applicable under the existing laws or levy by the statutory authorities / state / central govt. except service tax which will be reimbursed to the Consultant on production of proof for depositing the same with the Tax Authorities if applicable.

5.23.2 The statutory deduction of income tax or other taxes/dues if applicable shall be made from the payment released to the Consultant from time to time and the same are deemed to be included in the Consultants fees.

5.24 WITHHOLDING AND LIEN OF PAYMENTS

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

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

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

5.27 The consultant shall be required to sign an Agreement with NPCC within 15 -days of the receipt of LOI based on these terms & conditions. Consultant has to deposit an amount twice the cost of tender document along with five nos. Non-judicial stamp papers of value Rs.100 for execution of Contract agreement.

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

5.29. Arbitration:

- 5.29.1 Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions before mentioned and as to the quality, claim, right, manner or thing, whatsoever any way arising out of or relating the contract, design drawings, specifications estimates, instruction, orders or these conditions or otherwise concerning the works, or the execution or failure to execution or failure to execute the same, whether arising during the progress of the work or after completion or abandonment there for shall be referred to the sole arbitration of the persons appointed by the Chairman & Managing Director of National Projects Construction Corporation acting as such, at the time of dispute, it will be no-objection to any such appointment that the Arbitrator so appointed is a Corporation Officer that he had to deal with the matters to which the contract relates and that in the course of his duties as Corporation Officer he has expressed views on all / or any of the matters in dispute or difference. The Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Managing Director as previously mentioned at the time such transfer, vacation of officer or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which his predecessor left it. It is also a term of this contract that no person other than a person appointed by the Managing Director as previously mentioned should act as Arbitrator and, if for any reason, that is not possible, the matter is not to be referred to arbitration at all. Subject as previously mentioned the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The arbitrator shall give reasons for the Award. All disputes shall be subject to the jurisdiction of Courts at Faridabad only.
- 5.29.2 Where the arbitral Award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the Award is made.
- 5.29.3 NOT WITH STANDING anything contained in any other law for the time being in force, in matters of arbitration Governed by this agreement, no other arbitrator shall adjudicate the matter of disputes except so appointed in clause 5.29.1 of this agreement.
- 5.30 Jurisdiction
- The agreement shall be executed at Raipur on non-judicial stamp paper purchased in Raipur and the courts in Faridabad alone will have jurisdiction to deal with matters arising there from, to the exclusion of all other courts.
- 5.31 The Consultant shall fully indemnify the NPCC from and against all claims and proceedings for or on account of any infringement of any patent right, design, trade mark or name or other protected rights in respect of any construction plant, machinery work or material used for in connection with the work or temporary works.
- 5.32 NPCC reserves the right to award the work of one or more sectors / area to one or more consultant. Nothing extra shall be paid on this account. Further the payment of consultancy fees shall be regulated as mentioned under the caption "Note" in the Bill of Quantity



Architectural Consultancy for Planning & Development  
of Greenery Land, Horticulture & Landscaping in the entire campus  
at Indira Gandhi National Tribal University (IGNTU), Amarkantak, M.P.

Signature of the Tenderer.  
with Seal

NPCC LTD.

Address:

# FORMATS

FORM 'A'

**FINANCIAL INFORMATION**

- i. Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet / Profit & Loss account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income tax Department (certified copies to be attached)

		2012-13	2011-12	2010-11	2009-10	2008-09
		A	b	c	D	e
(i)	Gross Annual turnover on construction work.					
(ii)	Profit / Loss					
(iii)	Net Worth (as on 31.03.2013)					
(iv)	BG Limit (as on 31.05.2014)					
(v)	Cash credit Limit (as on 31.05.2014)					

II. Financial arrangement for carrying out the works.

III. The following certificates are to be enclosed.

(a) Tax deducted at sources, certificates from the client for the last three years.

(b) Cash credit and bank guarantee limit certificate from Bankers of Applicant.

Signature of chartered Accountant  
With Seal

Seal and Signature of  
Applicant

FORM 'B'

**DETAILS OF ALL OF SIMILAR WORKS COMPLETED**  
**DURING LAST SEVEN YEARS**

1	2	3	4	5	6	7	8	9	10
S. No.	Name of work / project & Location	Owner or Organization	Value of work in lakhs at completion	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/Arbitration/pending in progress with details.	Name & address/telephone number of officer to whom reference may be made	Remarks

Signature of Applicant  
With seal

FORM 'C'

PROJECT UNDER EXECUTION OR AWARDED

S. No.	Name of work / project & Location	Owner or Organization	Value of work in lakhs as per contract / Work Order	Date of commencement as per contract	Stipulated date of completion	Up to date percentage of progress of work	Slow progress if any, & reasons therefore	Name & address/telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Signature of Applicant  
With seal

FORM 'D'

PERFORMANCE REPORT IN RESPECT OF M/S. \_\_\_\_\_

1.	Name of work / project & Location				
2.	Agreement amount				
3.	Estimated cost				
4.	Tendered amount				
5.	Date of start				
6.	Date of completion				
(i)	Stipulated date of completion.				
(ii)	Actual date of completion / likely date of completion				
7.	Amount of compensation levied for delayed completion, if any.				
8.	Performance report	Very Good	Good	Fair	Poor
(a)	Quality of work	Very Good	Good	Fair	Poor
(b)	Resourcefulness	Very Good	Good	Fair	Poor
(c)	Financial soundness	Very Good	Good	Fair	Poor
(d)	Technical proficiency	Very Good	Good	Fair	Poor
(e)	General Behavior	Very Good	Good	Fair	Poor

Date: \_\_\_\_\_ Executive Engineer or Equivalent

- Note: 1) The performance report is to be submitted separately for each work mentioned in Form 'D' & 'E'. This report should be signed by the authority of owner not less than the rank of executive Engineer or equivalent.
- 2) The performance report preferably be submitted in the above performa. In case, different performa is used the applicant shall ensure that the report/certificate shall contain the above information.



FORM 'E'

## PAST CONTRACTUAL PERFORMANCE

(ON THE NON-JUDICIAL STAMP PAPER OF  
APPROPRIATE VALUE DULY NOTORISED)

This is to certify that We, M/s \_\_\_\_\_[Name of the Applicant with address]\_\_\_\_\_, in submission of the application for Architectural Consultancy for Architectural Consultancy for Planning & Development of Greenery Land, Horticulture & Landscaping in the entire campus at Indira Gandhi National Tribal University (IGNTU), Amarkantak, M.P.

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

Signature of Applicant  
With seal

### Note:

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

FORM 'F'

LITIGATION HISTORY (ON THE LETTER HEAD OF APPLICANT)

S. No.	Name of Work	Client	Type of case (Court case/Arbitration Case)	Date of registering of case	Name & Address of Court / Arbitrator	Amount involved	Present Status	Remarks (if any)
1	2	3	4	5	6	7	8	9

Signature of Applicant  
With seal

Note:

Applicant has to submit the details of last 5 years in respect of Court cases / Arbitration cases.

FORM 'G'

UNDERTAKING  
(ON THE LETTER HEAD OF APPLICANT)

We, -----(name of agency/firm)-----is hereby declare that the following architects, Structural & Electrical Engineers are in the role of agency/firm and the details provided here under is true and correct to best of my knowledge.

In case of leaving of any/all of them, the same shall be intimated to NPCC within 15 days of his/them relieving.

1. Architects (Minimum 2)

S. No.	Name & position in the firm	Year of passing of "B Arch."	Name of Institute	Registration Number with council of Architect	Validity of registration (up to)	Serving with the agency/firm (Since)	Remarks (if any)
1	2	3	4	5	6	7	8

2. Structural Engineers (At least 1)

S. No.	Name & position in the firm	Year of passing of M. Tech	Name of Institute	Specialization	Serving with the agency/firm (Since)	Remarks (if any)
1	2	3	4	5	6	7

Or Association with structural engineering firm/Structural Engineer as per NIT Para no.8

Signature of Applicant  
With seal

Note:

1. Applicant is required to submit the above details supported with the affidavit from the Architect, in case of employee.
2. Valid Registration certificates from Council of Architects are also to be submitted with this undertaking.

FORM 'H'

LETTER OF TRANSMITTAL  
(ON THE LETTER HEAD OF APPLICANT)

From:

To,  
The Zonal Manager,  
N.P.C.C Ltd.,  
Kalyan Apartments,  
Street No. 05, Ashok Vihar Colony,  
Pandri, Raipur – 492 004 (Chhattisgarh)

SUB.: APPOINTMENT OF ARCHITECTURAL CONSULTANTS / FIRMS.

Sir,

Having examined the details given in Notice Inviting tender for the above work, we hereby submit our qualification and relevant documents.

1. We hereby certify that all the statements made and information supplied in the enclosed form 'A' to 'J' and accompanying statements are true and correct.
2. We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
3. We have submitted the requisite banker's certificate / performance reports and authorize the National Project Construction Corporation LTD. Or their representatives to approach individuals, employers, firms and corporations to verify our submittals, competency and general reputation.
4. We hereby confirm that we have read and understood all the stipulations given in tender shall be final and binding on us.
5. We have submitted the following certificates in support of our meeting the minimum qualifying criteria of completed work(s) specified in clause 3.2. of Section 3 for having successfully completed the following works:

SNO.	NAME OF WORK	CERTIFICATE FROM (Details of issuing authority along with contact & Fax number)
1.		
2.		
3.		

Enclosures:

Date of Submission

(Signature of Applicant)  
(Seal of Applicant)

## ANNEXURE-II

### LIST OF APPROVED BANKS

#### Scheduled Banks in India (Public Sector):

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

#### Scheduled Banks in India (Private Sector):

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

## ANNEXURE-III

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

#### PROFORMA OF BANK GUARANTEE (FOR PERFORMANCE GUARANTEE)

NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED,

(Address as mentioned in Notice Inviting Tender)

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

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

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

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

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

whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

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

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

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

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

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

For and on behalf of Bank

WITNESS.

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

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

## ANNEXURE -IV

### AGREEMENT FORM

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

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

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

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

#### ARTICLE 1.0 AWARD OF CONTRACT

##### 1.1 Scope of work

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

#### ARTICLE 2.0 CONTRACT DOCUMENTS

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

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



- b) Corrigendum No.-----& Amendment No.-----dated-----.
- c) -----vide Technical & Financial bid-----dated-----.
- d) NPCC Letter No.-----dated-----.
- e) -----clarifications vide letter-----dated-----.
- f) NPCC's Letter of Award-----dated-----.
- g) Meeting held on-----

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

#### ARTICLE 3.0 CONDITIONS & CONVENANTS

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

#### ARTICLE 4.0 GOVERNING LAW AND JURISDICTION

4.1 The laws applicable to this contract shall be the laws in force in India and Jurisdiction shall be governed by Civil procedure code.

4.2 Notice of Default

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

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

For and on behalf of:

For and on behalf of:

WITNESS:

WITNESS:

1.

1.

2.

2.

NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED  
(A Government of India Enterprise)  
ISO 9001:2000

Regd. Office: 30-31, Raja House, Nehru Place, New Delhi – 110 019  
Corp. Office: Plot No. 67-68, Sector-25, Faridabad – 121 004

Zonal Office: 5, Kalayan Apartment, Ashok Vihar Colony, Pandri,  
Raipur – 492 001. (CG)

[www.npcc.gov.in](http://www.npcc.gov.in)

SHORT TERM TENDER NOTICE FOR ARCHITECTURAL CONSULTANCY FOR  
PLANNING & DEVELOPMENT OF GREENERY LAND, HORTICULTURE &  
LANDSCAPING IN THE ENTIRE CAMPUS AT INDIRA GANDHI NATIONAL  
TRIBAL UNIVERSITY (IGNTU), AMARKANTAK, M.P.



VOLUME: II



**NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED**  
(A Government of India Enterprise)  
**ISO 9001:2000**

Regd. Office: 30-31, Raja House, Nehru Place, New Delhi – 110 019  
Corp. Office: Plot No. 67-68, Sector-25, Faridabad – 121 004

Zonal Office: 5, Kalayan Apartment, Ashok Vihar Colony, Pandri,  
Raipur – 492 001. (CG)

[www.npcc.gov.in](http://www.npcc.gov.in)

**SHORT TERM TENDER NOTICE FOR ARCHITECTURAL CONSULTANCY FOR  
PLANNING & DEVELOPMENT OF GREENERY LAND, HORTICULTURE &  
LANDSCAPING IN THE ENTIRE CAMPUS AT INDIRA GANDHI NATIONAL  
TRIBAL UNIVERSITY (IGNTU), AMARKANTAK, M.P.**

**VOLUME: II**

**PRICE BID**



Architectural Consultancy for Planning & Development  
of Greenery Land, Horticulture & Landscaping in the entire campus  
at Indira Gandhi National Tribal University (IGNTU), Amarkantak, M.P.

## PRICE BID

(To be quoted on bidders letter head)

NAME OF WORK: Architectural Consultancy for Planning & Development of Greenery Land, Horticulture & Landscaping in the entire campus at Indira Gandhi National Tribal University (IGNTU), Amarkantak, M.P.

### BILL OF QUANTITIES

S. No.	Description	Unit	Item rate / Percentage (in Figures)	Item rate / Percentage (in words)	Amount in Rupees
1.	Planning & Development of Greenery land, Horticulture & Landscaping in the entire Campus	% above / below as mentioned in NIT Sl. No. 03			

#### Note:

1. The above BOQ is only indicative and bidders should consider scope of work as mentioned in the tender documents and personal site visit before quoting their rates.
2. Payment shall be made on the basis of % given in payments schedule separately.
3. The total % quoted for the scheme shall be considered to determine the lowest bidder.
4. In case of any discrepancies between the rates / percentage quoted in figures and words. Then the rates / percentage quoted by the contractor in words shall be taken as correct.

Signature of the Consultant

Or Authorized Person

(With full name)

Name of Firm:

Seal of Firm:

NATIONAL PROJECTS CONSTRUCTION CORPORATION LTD.  
(A GOVT. OF INDIA ENTERPRISE)  
Zonal Office: 5, Kalayan Apartment, Ashok Vihar Colony, Pandri,  
Raipur – 492 004(CG)



ISSUED TO:

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

SHORT TERM TENDER NOTICE FOR ARCHTECTURAL CONSULTANCY SERVICES

- For: 1. Planning & Development of Greenery land in the entire Campus.  
2. Planning & Development of Horticulture & Landscaping.

Sale of Tender document	Tender documents is downloadable from web site for submission
Date for Submission of Tender	On 15.01.2016 11.00 Hrs.
Date of Opening of Tender	On 15.01.2016 at 11.30 Hrs. At NPCC IGNTU Unit office (Indira Gandhi National Tribal University), Lalpur, Amarkantak, MP.
Name and address of Bidder along with contact details	M/s. .... ..... .....  Phone: ..... Fax: ..... Mobile: ..... E-mail Id: .....