



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

**North East Zonal Office:**  
**NPCC Ltd., North East Zone,**  
**H.No.10, Rangamanch Path,**  
**Rukmininagar Housing Colony, Guwahati-781006, Assam**

E-TENDER FOR COMPREHENSIVE ARCHITECTURAL AND  
ENGINEERING CONSULTANCY SERVICES FOR  
“CONSTRUCTION OF VARIOUS BUILDINGS IN THE STATES OF  
MANIPUR, TRIPURA & ARUNACHAL PRADESH FUNDED BY NORTH  
EASTERN COUNCIL, GOVT. OF INDIA”

Reference NIT NO.	<b>NPCC/NEZ/GHY/NEC/ARCH/04</b> <b>Dated:13.07.2021</b>
Sale of Tender document	Available online through website: <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>
Document Downloading Start Date:	14.07.2021 (10:00 Hrs.)
Document Downloading END Date:	27.07.2021 (15:00 Hrs.)
Bid Submission Start Date:	14.07.2021 (10:00 Hrs.)
Bid Submission END Date:	27.07.2021 (15:00 Hrs.)
Bid Opening Date:	28.07.2021 at 15.30 hrs.

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



**ARCHITECTURAL & ENGINEERING CONSULTANCY SERVICES FOR**  
**“CONSTRUCTION OF VARIOUS BUILDINGS IN THE STATES OF**  
**MANIPUR, TRIPURA & ARUNACHAL PRADESH FUNDED BY NORTH**  
**EASTERN COUNCIL, GOVT. OF INDIA”**

**SECTION I**  
**E-NOTICE INVITING TENDER**



TENDER FOR ARCHITECTURAL AND ENGINEERING CONSULTANCY SERVICES FOR CONSTRUCTION OF VARIOUS BUILDINGS IN THE STATES OF MANIPUR, TRIPURA & ARUNACHAL PRADESH FUNDED BY NORTH EASTERN COUNCIL, GOVT. OF INDIA



An ISO 9001:2015 Organization

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

NEZ, Guwahati  
H.No.10, Rangamanch Path,  
Rukmininagar Housing Colony, Guwahati-781006, Assam.

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

e-NIT No.: NPCC/NEZ/GHY/NEC/ARCH/04

Dated: 13.07.2021

### **E-NOTICE INVITING TENDER**

National Projects Construction Corporation Limited (NPCC) on behalf of North Eastern Council, Ministry of DoNER, Govt. of India, invites tender in electronic tendering system from the agencies of National repute for the work of "Providing Architectural and Engineering Consultancy Services for Construction of various buildings in the states of Manipur, Tripura & Arunachal Pradesh funded by North Eastern Council, Govt. of India". The tender shall be available in website (<https://etenders.gov.in/eprocure/app>) on dates as mentioned above.

**Bids to this tender will be accepted only through ONLINE mode through the website <https://etenders.gov.in/eprocure/app>. No other mode of bid will be considered and accepted. For applying Online, the bidder should get itself registered at <https://etenders.gov.in/eprocure/app>.**

Sr. No.	Name of Work	Name and location	Estimated Cost in Rs. (Approx)	Processing Fees (only in form of DD)	EMD/ BID Declaration
1.					
a.	Providing Architectural and Engineering Consultancy Services for Construction of boys & girls hostel at Roing, Dibang valley district, Arunachal Pradesh.	Roing, Dibang valley district, Arunachal Pradesh	561.76 Lakh (Approx.)	Rs. 10,000 + GST charges @18%= 11,800/- (Eleven thousand Eight hundred rupees only)	Bid Declaration
b.	Providing Architectural and Engineering Consultancy Services for Construction of boys & girls hostel at Teliamura, Khowai District, Tripura.	Teliamura, Khowai District, Tripura	496.22 Lakh (Approx.)		
c.	Providing Architectural and Engineering Consultancy Services for Construction of Centre for development of personality & skill development alongwith hostel at Kakching, Manipur.	Kakching, Manipur	622.01 Lakh (Approx.)		

Sig. & Seal of Tenderer

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N.P.C.C. Ltd.

2.	Scope of work	Complete Architectural & Engineering Consultancy services for the above works as detailed out in clause 3.4 in Section III of this document including Preparation of various possible conceptual layouts, plans, elevations with architectural view with possible finishing and utilities. Presentation of the same is to be given to Client and finalizing in consultation with NPCC/Client.
3.	Completion time	18 (Eighteen) months.
4.	Validity of Tender	120 days from the last date of submission.
4.	Start Date & Time of Procurement of Tender Document	14.07.2021 (10:00 Hrs) Document is to be downloaded from web site for submission along with credentials through online. <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>
5.	Pre-bid Meeting	NIL
6.	Last Date & Time for Online submission of tender bid.	On 27.07.2021 at 15.00 hrs.
7.	Online Opening of Technical bid	On 28.07.2021 at 15.30 Hrs.
8.	Online Opening of Financial bid for Eligible bidders	To be intimated to eligible bidders subsequently.
9.	Contact Information	Zonal Manager, NPCC Ltd., North East Zone, H.No.10, Rangamanch Path, Rukmininagar Housing Colony, Guwahati-781006, Assam.

**Qualifying Criteria:**

1. Architect consultant must have at with the valid registration from Council of Architecture with minimum experience of 8 years. (Documentary evidence needs to be submitted).
2. Agency must have PAN and GST Registration No. (Documentary evidence is to be submitted).
3. Average Annual Financial Turnover on Engg. Consultancy works during the last three years, ending 31st March of the previous financial year i.e. 2019-20, should be at least 0.5 % of Estimated Cost. (Documentary evidence needs to be submitted).
4. The bidder should not have incurred any loss in more than two year during available last five consecutive balance sheet (up to 2019-20) duly certified and audited by the chartered accountant.
5. Agency 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 60% of the estimated cost,
  - Or

- c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.

### Similar Works Means

Agency must have successfully completed the consultancy work for Institutional/Residential/Commercial RCC framed structure building with external development works, Electrical, Water supply, Sanitary, Firefighting, etc. all complete work of a building with any Central / State Govt. Departments / Central PSUs/ State PSU/ Central Autonomous bodies/ State Autonomous bodies/ City Development Authority/Municipal Corporation of City formed under any act by Central/State Government and published in Central/State Gazette.

6. Joint ventures are not permitted.
7. Agency shall have EPF Registration and shall submit proof of having valid EPF registration certificate. **In case of non-applicability in terms of EPF norms, bidder may submit the proof of non-applicability along with undertaking in this respect.**
8. Agency must have its own full-fledged office or its franchise in Guwahati with all required in house facilities. Undertaking/franchise agreement in this regard is to be attached Or undertaking to appoint full time architect for the project in Guwahati. Proof of this aspect is to be submitted.
9. Firm should have not been blacklisted, debarred or restrained in last 7 years to participate by any Govt. department. Indemnity to this effect needs to be submitted as per format enclosed.
10. Small scale Industries/Bidders registered with the National Small Scale Industries Corporation or registered with MSME shall also submit Bid/EMD declaration form.
11. Tenderers registered with NSIC/MSME should enclose a photocopy of Valid Registration Certificate giving details such as product/services and Monetary limits, failing which they run the risk of their tenders being passed over as ineligible for this concession.
12. NPCC may consider award of work to MSEs as per provision of Public Procurement Policy for Micro and Small Enterprises (MSEs) order, 2012 with special provision for Public Procurement Policy for Micro & Small enterprises owned by the Scheduled Caste or the scheduled Tribe entrepreneurs.

Tender document for the above work is available in downloadable format at NPCC official website <https://npcc.gov.in>, CPP Portal & e-procurement Portal <https://etenders.gov.in/eprocure/app>. Downloading of tender documents alone will not make a tenderer eligible for participating in the bidding. The documents uploaded by the tenderers will be subjected to verification subsequently by Department. If found not meeting the requirement.

The bidders are required to submit the hard copy of following documents in the office of Zonal Manager, NPCC Ltd., North East Zone, H.No.10, Rangamanch Path, Rukmininagar Housing Colony, Guwahati-781006, Assam on or before last date and time of online bid submission either by registered post or by hand, failing which the bids will be declared non-responsive.

- (a) Original demand draft towards the cost of bid document.

- (b) Bid/EMD Declaration.
- (c) Original affidavit regarding correctness of information furnished with bid document.
- d) Original Past contractual performance affidavit
- e) Original Letter of Transmittal
- f) Undertaking
- g) Power of attorney of authorized signatory signing the bid

### Submission of Documents through E-Mode

The following document duly digitally signed by the person authorized to sign the bid shall be uploaded on NPCC Ltd.'s E-tender portal, <https://etenders.gov.in/eprocure/app>. Bidder can upload document in the form of PDF format only.

#### Part I "Technical Bid"

- 1 Undertaking/Declaration
- 2 Formats for Application, as specified in section 4
- 3 Any other information/documents required to be completed and submitted by bidder, as specified in the ITA

#### Part II "DD" (Non Refundable) & Bid/EMD Declaration

Processing fee as per NIT for respective Package in the form of DD from **Nationalized, or any scheduled bank/ RBI approved banks as per latest notification** drawn in favour of NPCC Ltd. payable at Guwahati will be required to be paid offline and scan copy shall be uploaded on E- Tender portal. The original Demand Draft against Processing fee and Bid/EMD Declaration should be posted / couriered / given in person to the concerned officials, latest by the last date of bid submission as specified in above table in the office of the Zonal Manager, Guwahati and Technical bid shall be opened at date & time as specified in above table. Documents received after the stipulated date & time are liable to be summarily rejected. The details of Demand Draft / any other accepted instruments, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time.

#### Part III "Price Bid"

Price Bid shall be uploaded online on NPCC E-tender portal i.e. <https://etenders.gov.in/eprocure/app> as per given format in Volume II

The Price Bid Opening date & time will be informed to the technically qualified bidders on the basis of information furnished in the check list uploaded by concerned bidders after technical evaluation and verification.

The Technically qualified bidders may know the status of financial Bid opening and list of financial comparison charts of bidders will be displayed in the portal. No individual intimation will be given.

In case, due to any reason the scheduled dates for opening of technical and financial parts as mentioned above are holidays or due to any reason the office remains closed or due to any acts of God it becomes unapproachable (solely at the discretion of tender inviting authority), the next working day will be applicable while the previous specified time will remain the same.

Interested bidders may contact the Zonal Manager, NPCC limited for respective Package (refer NPCC website) for site visit and/or for seeking any details regarding execution of proposed work.



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

**Zonal Manager  
North East Zone, Guwahati  
N.P.C.C. Ltd.**

Copy to:

1. IT Division, Corporate Office, NPCC for uploading the tender document on NPCC Website & CPP Portal.





## SECTION-II

### 2.0 INSTRUCTIONS TO TENDERERS

- 2.1 The Architect firms/ Consultant who fulfill qualifying criteria as mentioned in qualifying criteria in NIT are eligible to participate in the Bid. Letter of transmittal and forms for deciding eligibility are given in Section –IV.
- 2.2 The Architect firms/ Consultant are invited to submit a Technical bid together with a financial bid. The tender will be the basis for technical discussions/negotiations if required and ultimately for signing contract with the selected Architect firm/Consultant.
- 2.3 **Background:** Construction of Buildings and other Allied Structure, Infrastructure Development & Assistance for Construction of various buildings in the states of Manipur, Tripura & Arunachal Pradesh funded by North Eastern Council, Govt. of India. The Proposed buildings will include following scope of work:-

**\* Broad Nature of work:-**

Sl.No.	Nature	Brief details of Buildings	Area in Sqm.
1.	Designing of Institutional/Residential RCC framed structure building with Electrical, Water supply, Sanitary & allied services etc.	<b>A) Arunachal Pradesh</b>	
		i. Boys Hostel (G+1)	494.03
		ii Girls Hostel (G+1)	518.93
		<b>B) Teliamura, Khowai District, Tripura</b>	
		i. Boys Hostel (G+1)	467.80
		ii Girls Hostel (G+1)	518.90
		<b>C) Kakching, Manipur</b>	
	Centre for development of personality & skill development alongwith hostel (G+3)	1250	
2.	Development work for making building functional	To be finalized during designing as per site conditions & Requirement of NEC.	

**\* Scope of work may increase or decrease as per requirement.**

### Details of Location

Sr. No	Name of Work	Location
1	Providing Architectural and Engineering Consultancy Services for Construction of boys & girls hostel at Roing, Dibang valley district, Arunachal Pradesh.	Roing, Dibang valley district, Arunachal Pradesh
2	Providing Architectural and Engineering Consultancy Services for Construction of boys & girls hostel at Teliamura, Khowai District, Tripura.	Teliamura, Khowai District, Tripura
3	Providing Architectural and Engineering Consultancy Services for Construction of Centre for development of personality &	Kakching, Manipur

	skill development alongwith hostel at Kakching, Manipur.	
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\* The salient features/requirements of the project are as under:-

- a) Construction of various buildings in the states of Manipur, Tripura & Arunachal Pradesh funded by North Eastern Council, Govt. of India
- b) Where local by-laws are applicable, the same should be strictly adhered to
  - (i) All mandatory requirements shall be included i.e.
    - Provisions of the rights of persons with disabilities act-2016 or latest
    - Provisions of Guidelines of National Disaster Management - safety policy
    - Provisions of Sugamya Bharat Abhiyan including ramps & special toilets for divyang person

- 2.4 **Scope of Work:** Complete Architectural & Engineering Consultancy services for the above works as detailed out in clause 3.4 in Section III of this document including Preparation of various possible conceptual layouts, plans, elevations with architectural view with possible finishing and utilities. Presentation of the same is to be given to Client and finalizing in consultation with NPCC/Client. The Consultant shall prepare estimates & drawings in consultation with NVS/NPCC.
- 2.5 Any investigation, topographical survey, geo-technical study, 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 only and cost of same is included in the final quoted fees.
- 2.6 Earnest Money Deposit/Bid Declaration: The EMD/Bid Declaration as per NIT for respective Package on the bidder's letter head shall be submitted with the bid.
- 2.7 Validity of Tender 120 days from the last date of Submission.
- 2.8 Once the bidder has given an unconditional acceptance to the terms and contract conditions, bidder will not be permitted to put any remark(s)/condition(s) (except unconditional rebate on price quoted, if any) in/along with the tender document.
- 2.9 In case the conditions 2.8 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.
- 2.10 Special care should be taken to write the rates/percentage 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.

- 2.11 The fees for services of consultancy will be payable on the final project cost .The stage payment of fee for Consultancy service will be made on the basis of estimated cost. Final consultancy fee will be finalized after completion of Project and settlement of final bills of Construction Agency (ies).
- 2.12 NPCC Ltd. reserves the right to accept/or reject any or all the tenders received without assigning any reason whatsoever.
- 2.13 The price quoted by the tenderer shall be as per format in Percentage/Item rate basis. The payment of fee to the Architect/Engineering Consultant shall be restricted to the project cost. For the purpose of payment of fees, the **project cost shall be lowest of the following:**
1. The Actual cost of the project on completion; or
  2. Final estimated cost approved by NPCC/client; or

The actual completion cost of the project or DPR/Preliminary cost approved by NPCC/Owner or estimated cost put to tender 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.
- Contingencies Charges.
- Escalation in tendered cost of work due to variations in the cost of labour, material, specifications etc. shall not be paid.
- Extra/substituted items, deviations (plus/minus)
- Arbitration award & its related cost, if any (**To be paid only by client and not by NPCC**)
- Tender cost, advertisement expenses or any other cost related to tendering process.

- 2.14 It is advised/ recommended that the consultants should visit the site of work to properly assess the scope of work, before quoting for the tender.
- 2.15 An authorized representatives of the Architect firm/Consultant shall sign, stamp the Technical & Financial bids. The bidder should sign, stamp each page of the application/tender. 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.
- 2.16 Payment Schedule:

Stage No.	Description of Work	Percentage of Quoted Fee
1.	Preparation and approval of preliminary scheme and preliminary estimates based on topographic survey, soil investigation etc and obtaining statutory/ municipal approvals and submission of model.	15% of total fee payable
2.	Preparations of detailed drawings and detailed estimates, then approval of Owner/ client.	25% of the total fee payable less payment already made at stage(1)
3	Preparation of tender documents (Technical specifications, market rate justification & BOQ plus SOR), issue of NIT & award of	40% of the total fee payable less payment already made at stage(1) & (2)

	works to Vendors/ agencies.	
4	During execution of work by contractors/ vendors (on pro-rata basis) commensurate with the value of work executed.	85% of the total fee payable less payment already made at stage(1), (2) & (3)
5	After successful completion & taking over of project and on acceptance of project by Owner/ client and verification of in-built drawings submitted by Construction agency.	95% of the total fee payable less payment already made at stage(1), (2), (3), & (4)
6	Balance payment on cessation of Consultant's responsibilities and defect liability is over in terms of general terms & conditions of contract.	100% of the total fee payable less payment already made at stage(1), (2), (3), (4), & (5)

**Note:**

1. Running payments may be made on pro-rata basis taking in to account the quantum of work done under stage 1, 2, 3 & 4. Pro-rata payments under stage - 4 are already allowed. However, no pro-rata payments will be allowed for stage-5 & 6.
2. After finalization of Concept plan One number 3-D model of minimum size of 5ft X 3½ ft. showing Master plan & various components of Buildings is to be provided free of charge at the location asked by the client /NPCC.
3. **The bidder must be aware that any RA bill and or final payment, SD or any payment shall be released only after receipt of payments from client.**

2.17 Time of Completion/Schedule:

Sr. No.	Description of Work	Period from Date of Award of Work
1.	To carry out the survey, soil investigation and preparation of preliminary architectural concept report/ schemes/ drawings of project/different buildings etc and preliminary estimate for the project as per the requirement of NPCC/ client	within 15 days after issue of Lol
2.	Getting approval of preliminary concept report/ estimate from client/NPCC/other concerned authorities/local bodies	Within 15 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.	within 10 days after approval of preliminary Estimate by client /NPCC.
4.	Issue of good for construction drawings, designs for all components of the scheme.	Within 10 days after approval of Tender drawings & Specifications by client /NPCC.
5.	Services during construction stage & till complete handing over of the project	as per schedule decided by NPCC / client

**Note:- Any slippage in the time schedule will lead to imposition of penalty as per clause No. 4.8 or as decided by the Engineer in-charge**

2.18 **Qualifying Criteria:**

1. Architect consultant must have at with the valid registration from Council of Architecture with minimum experience of 8 years. (Documentary evidence needs to be submitted).
2. Agency must have PAN and GST Registration No. (Documentary evidence is to be submitted).
3. Average Annual Financial Turnover on Engg. Consultancy works during the last three years, ending 31st March of the previous financial year i.e. 2019-20, should be at least 0.5 % of Estimated Cost. (Documentary evidence needs to be submitted).
4. The bidder should not have incurred any loss in more than two year during available last five consecutive balance sheet (upto FY 2019-20) duly certified and audited by the chartered accountant.
5. Agency 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:
  - d. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost,
  - Or
  - e. Two similar completed works each costing not less than the amount equal to 60% of the estimated cost,
  - Or
  - f. One similar completed work costing not less than the amount equal to 80% of the estimated cost.

Similar Works Means –

Agency must have successfully completed the consultancy work for Institutional/Residential/Commercial RCC framed structure building with external development works, Electrical, Water supply, Sanitary etc. all complete work of a building with any Central / State Govt. Departments / Central PSUs/ State PSU/ Central Autonomous bodies/ State Autonomous bodies/ City Development Authority/Municipal Corporation of City formed under any act by Central/State Government and published in Central/State Gazette.

6. Joint ventures are not permitted.
7. Agency must have EPF Registration and shall submit proof of having valid EPF registration certificate. **In case of non-applicability in terms of EPF norms, bidder may submit the proof of non-applicability along with undertaking in this respect.**
8. Agency must have its own full-fledged office or its franchise in Guwahati with all required in house facilities. Undertaking/franchise agreement in this regard is to be attached. Or undertaking to appoint full time architect for the project in Guwahati. Proof of this aspect is to be submitted.



9. Firm should have not been blacklisted, debarred or restrained in last 7 years to participate by any Govt. department. Indemnity to this effect needs to be submitted as per format enclosed.

## 2.19 Tender Evaluation

1. If required, the NPCC may seek clarifications on the Technical bid of applicants. If the clarifications sought by the NPCC are not received in stipulated period then technical evaluation will be done based on available data in their technical bid. Evaluators of Technical bid shall have no access to the financial bid until the technical evaluation is concluded.
2. The details submitted by the bidders followed by Presentation by the eligible bidders will be evaluated in the following manner:
3. Evaluation shall be made under Combined Quality cum Cost Based System (CQCCBS). Under CQCCBS, the technical proposals will be allotted weightage of 70% and only agencies securing minimum 60% marks in technical evaluation shall be considered technically qualified. Financial proposals of only those agencies who are technically qualified shall be opened publicly on the date & time specified to be notified separately, in the presence of the agency's representatives who wish to attend. Financial proposals will be allotted weightage of 30%.
4. Presentation: A detailed presentation by the eligible bidders shall broadly include:
  - Experience in carrying projects in related sectors projects
  - Details of similar qualifying project - at least one
  - Concept of the proposed project
  - Time line for completion
5. Proposals with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices.
6. The Total Score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.
7. Highest point basis: On the basis of combined weighted score for quality and cost, the agencies shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc.
8. NPCC, however reserves the right to restrict the list of such qualified bidders to any number deemed suitable by it.
9. Even though any bidder may satisfy the above requirements, he would be liable to disqualification if he has:
  - (a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document,
  - (b) Record of poor performance such as abandoning work, not properly completing contract, or financial failures/weakness etc.
  - (c) In case the conditions 9 (a) & (b) 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

10. Criteria for evaluation of performance of bidders for pre-eligibility:

S. No.	Attributes	Max. Marks	Evaluation
<b>1.</b>	<b>Financial strength</b>	<b>20</b>	
	a Average Annual turn over	10	i) 60% marks for minimum eligibility criteria ii) 100% marks for twice the minimum eligibility criteria iii) In between (i) & (ii) – On pro-rate basis
	b Consultancy fee received from Architectural Consultancy from a single project <b>0.75 % or more</b> of estimated project cost for each package.	10	i) 60% marks for minimum eligibility criteria i.e. In One project ii) 100% marks for twice the minimum eligibility criteria i.e. in two or more projects.
<b>2.</b>	<b>Manpower strength</b>	<b>15</b>	
	a Architects (Minimum 5 Architect with B. Arch)	10	i) 60% marks for minimum eligibility criteria ii) 100% marks for twice the minimum eligibility criteria iii) In between (i) & (ii) – On pro-rate basis
	b Structural Engineer (Minimum 2 Structural Engineer with M. Tech)	3	i) 60% marks Outsourced/ sub consultant ii) 100% marks for In house/on bidders role
	c Electrical Engineer (Minimum 2 Graduate\ Electrical Engineer)	2	i) 60% marks Outsourced/ sub consultant ii) 100% marks for In house/on bidders role
<b>3.</b>	<b>Presence in particular state as mentioned above NIT (Documentary evidence to be submitted)</b>	<b>3</b>	
	<b>Undertaking to appoint full time architect for the Project.</b>	<b>2</b>	
<b>4.</b>	<b>Experience in similar nature of work</b>	<b>20</b>	
	a Successfully Completed RCC framed structure Institutional/ Residential/commercial building with external	12	As per experience criteria mentioned above



		development works /, Electrical, Water supply, Sanitary, etc. all complete work of a building.		
	b	Successfully completed Master planning for Institutional/Residential Building	8	As per experience criteria mentioned above
<b>5.</b>		<b>Experience having in Green buildings project</b>	<b>10</b>	
	a	Successfully Completed Govt. Building projects with green building norms at least for the value of Rs. 05 crore	5	i) 60% marks for one project completed. ii) 80% marks for Two projects completed iii) 100% marks for Three or more projects
	b	Obtained Green building Star rating for at least one project costing Rs. 5 crore from GRIHA/LEED	5	i) 60% marks for Three star rating ii) 80% marks for Four star rating iii) 100% marks for Five star rating
		<b>Total</b>	<b>70</b>	
<b>6.</b>		<b>Presentation</b>	<b>30</b>	
	a	Experience in carrying projects in related sectors projects		
	b	Methodology & approach of similar qualifying project - at least one		
	c	Concept of the proposed project with approach & methodology.		
		<b>Total</b>	<b>100</b>	

### SECTION-III

#### GENERAL CONDITIONS OF CONTRACT

#### 3.0 Definitions

- For the purpose of the agreement, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:
- a) **Approved** means approved by NPCC's Engineer-in-charge in writing including subsequent confirmation of previous approval and 'Approval' means approval by NPCC's Engineer-in-charge in writing as above said.
  - b) **Applicable Law** means the laws and any other instruments having the force of law in India.
  - c) **Architect firm/Consultant** means any private or public entity that will provide the Services to the NPCC under the contract.
  - d) **Building** shall mean the Construction of proposed building.
  - e) **Contract** means the Contract signed by the parties and all the documents attached.
  - f) **Contract Price** means the price to be paid for the performance of the Services.
  - g) **Engineer-in-Charge** means the Engineer as may be duly appointed and authorized in writing by NPCC to act as "Engineer-in-charge" on his behalf for the purpose of the contract, to perform the duty set forth in this General condition of contracts and other contract documents.
  - h) **Estimated Cost** means estimated cost put to tender for inviting financial bid from the Architect firms/Consultant for Architectural planning, designing and detailing.
  - i) **Effective Date** means the date on which this contract comes into force.
  - j) **In writing** means communicated in written form with proof of receipt.
  - k) **Language** means all documents and correspondence in respect of this contract shall be in English Language.
  - l) **Letter of Acceptance (LOA)** shall mean NPCC's letter or notification conveying his acceptance of the tender subject to such conditions as may have been stated therein.
  - m) **Month** means English calendar month 'Day' means a calendar day of 24 Hrs each.
  - n) **NPCC** shall mean National Projects Construction Corporation Limited, a company registered under the Indian Company Act 1956, with its registered office at Raja Place, New Delhi or its Engineers or other employees authorized to deal with any matter with which these persons are concerned on its behalf.
  - o) **Owner/Client** means the **North Eastern Council (NEC), Shillong** who has awarded the work/project to NPCC and on whose behalf NPCC is entering into the contract and getting the work executed.
  - p) **Site** shall mean the site of the contract/Architectural works including any building and erection thereon and any other land adjoining there to(inclusive) aforesaid allotted by the NPCC or the Engineer for the contract's use.
  - q) **Services** means the work to be performed by the consultant pursuant to this contract, as described in Bid document.
  - r) **Sub- Consultants** means any person or entity to whom/which the consultant subcontractors any part of the specialized services.
  - s) **Writing** means any manuscript typed written or printed statement under or over signature and/or seal as the case may be.
  - t) Words imparting the singular meaning only also include the plurals and vice versa where the context requires. Words importing persons or parties shall include firms and corporations and organizations having legal capacities.
  - u) The headings in the clauses/conditions of contract are for convenience only and shall not be used for interpretation of the clause/condition

### **Description of Work:**

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

- 3.1 The consultant shall prepare Survey/preliminary estimates/concept plan/detailed estimates for- the work of **Construction of various buildings in the states of Manipur, Tripura & Arunachal Pradesh** within the framework and guidelines issued by NPCC/Govt./Client/State Govt. with all amendments.
- 3.2 During preparation of Survey/preliminary estimates/concept/detailed estimates, if any new component is required to be added in the Survey/preliminary estimates/concept/detailed estimates as per requirement of Client/ Govt Authorities NPCC/State /Central Govt., the same shall be made part of Survey/preliminary estimates/concept/detailed estimates.
- 3.3 The consultant shall also prepare & submit a Survey/preliminary estimates/ concept/detailed estimates incorporating all short comings / fresh requirements/ missing details and shall get approval of the concerned authorities on the same. The detailed scope of work is explained in the following paras:

#### **3.4 Scope of Work:-**

The DPR shall include but not limited to the following:

- a) Detailed Layout of Scheme of a particular Length/Section/sector/showing various components of (related to present work) will be shown on drawings.
- b) Report of topographical survey/contouring, all field investigation, collection of required data from the town, from Local bodies/ Govt. agencies, Sample collection and their testing and Record of levels/level chart etc.
- c) Detailed report on Geo-technical & its findings and results.
- d) Ultimate disposal point, intermediate rain water harvesting system etc.
- e) Technical Parameters covering the followings:
  - i) Detailed Architectural, structural, & flowchart drawings.
  - ii) Designs details duly certified by NPCC/Local bodies Govt. Agencies/Vetting Agencies. The design details shall be got proof checked, if so ordered by Local Municipal Corporation Authorities/State/NPCC/Central Govt. from any of the IITs/ Regional Engineering Colleges/Institution/ nominated by Owner.
  - iii) Detailed specifications of each work.
  - iv) Quality assurance scheme giving details of equipments and tests to be carried out with their frequency keeping IS Codes in view.
  - v) Format for monitoring progress during construction stage.
  - vi) Bills of quantities duly priced. All estimates shall be prepared on the basis of Central/state schedule of rates, norms wherever applicable and on the basis of market rate analysis where Central/state schedule of rates etc. are not applicable. These estimates should be comprehensive and should include for all items. Detailed analysis for the item not included in state schedule of rates/DSR etc. shall have to be submitted. In case of Market rate items, detailed analysis along with quotations from manufacturers/authorized dealers is to be submitted.
  - vii) To update the Survey/preliminary estimates/concept/detailed estimates incorporating suggestions and missing details/facilities etc.
  - viii) To prepare & submit required set of Tender Documents, Tender Drawings, BOQ, Estimates, Specifications etc.
  - ix) To prepare & submit good for construction drawings & visit the sites of work regularly as per requirement of Local bodies Authorities/NPCC/State/Central Govt. to solve the problems of site & issue necessary clarifications/details of the Project.

- x) Design Calculations for all the components of the schemes including getting approvals from the concerned authorities.
- xi) Detailed Structural Drawings/Design Calculations for all the components of the scheme including getting proof checking if required by NPCC/Owner.
- xii) Detailed Electrical/Mechanical Drawings/Design Calculations for all the components of the schemes including getting approvals from the concerned authorities. Detail load calculations for Electric Power & HVAC loads are to be submitted.
- xiii) Detailed Technical specifications for all the non-scheduled items proposed in the schemes.
- xiv) Project/Buildings have to be conceptualized & designed following Green Building Norms.
- xv) Any other drawings/information's/details required for completion of Survey/preliminary estimates/concept/detailed estimates for execution of work but not mentioned above.
- xvi) Justification of rates for all the items (Schedule and non schedule) on the basis of market rates in the area of subject site supported with quotations.
- xvii) After finalization of Concept plan One number model of minimum size of 5ft X 3½ ft. showing Master plan & various components of Buildings is to be provided free of charge at the location asked by the client /NPCC.

**The scope of work further includes the following:**

**Survey/preliminary estimate/concept**

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

**Detailed Estimate, BOQ**

- ii). On award of work, the Consultant shall be responsible to start the work immediately take up preparation of detailed Engineering and working drawings of different building / structures in phases as per the priority fixed by NPCC/OWNER and get the drawings so prepared, approved from the Competent authority of NPCC/OWNER/local authorities so that simultaneously work could be started without loss of time. As such consultant shall ensure to get all the architectural/working drawings approved from competent authority of NPCC/OWNER/local authorities in planned phase manner and the corresponding details prepared by all means within 45 days of the approval of preliminary estimates.
- iii). Consultant shall, while planning and preparing detailed estimate of the project, endeavor to use existing infrastructure, materials etc. to the possible extent so as to reduce the cost of construction.

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

**3.5** The consultant shall discuss all the points/shortcomings/new requirements, if any with the Local bodies/ Govt/ Authorities/NPCC/ State/Central Govt. and shall take their concurrence on all the observations.

**3.6** If any new component is to be added to the scheme, the consultant shall collect all the data, shall get done all the surveys/investigations/tests required for the

- planning/designing of additional component and nothing extra shall be payable on this account.
- 3.7 Undertaking site visits or to attend meetings to collect details/data/information required for planning purposes, holding necessary discussions with NPCC/Clients representatives/local bodies and obtaining requirements of the Project and attending meetings with officials of Local bodies/Govt. Authorities/State/NPCC/Central Govt. or any other agency, as and when required shall have to be borne by the consultant and shall be covered within his quoted/negotiated fees and nothing extra shall be payable on this account.
- 3.8 Undertaking site visits or to attend meetings during execution of the project to ensure adherence of execution as per detailed drawings and specifications, including sorting out problems and issue necessary clarifications at site including preparation & submission of additional drawings and details for proper execution of work at site shall have to be borne by the consultant and shall be covered within his quoted/negotiated fees and nothing extra shall be payable on this account.
- 3.9 Carrying out all modifications / deletions / additions / alternations /in design / drawing / documents as required by Local bodies Authorities/State/ NPCC/ Central Govt. or any other authorities as applicable for proper execution of works at site till completion and handing over of the project to the client.
- 3.10 The consultant shall get approval of DPR/preliminary estimates/ concept/detailed estimates from OWNER/ NPCC/ Local bodies Govt. Authorities/ State/ Central Govt./any other authorities as applicable. The suggestions/modifications etc. shall be incorporated by the consultant and shall get final approval on the DPR from all the concerned authorities.
- 3.11 Preparation & submission of Tender Documents / Tender Drawings comprising BOQ / Estimates, particular specifications etc. as required by NPCC.
- 3.12 Preparation & submission of adequate no. of Detailed Designs calculations/ BOQ/ good for construction drawings for all the components of the schemes as per requirement of NPCC. The structural design shall have to be done on STAAD-PRO software (latest version) or any other standard software in consultation with NPCC.
- 3.13 Preparation & submission of Detailed Engineering Drawings, Detailed specifications & list of makes for all the equipments to be installed at site.
- 3.14 All designs/drawings required should carry sufficient details/drawings to enable NPCC to get the work executed on item rate basis.
- 3.15 Preparation & submission of models and perspective views of the complete scheme as per requirement of NPCC/Client.
- 3.16 The consultant shall prepare and give presentations on the schemes as and when required by NPCC/Client.
- 3.17 Preparation & submission of any other item not mentioned above but required for completion of DPR/for execution of The Project as per requirements.
- 3.18 Preparation & submission of completion reports, Operation & maintenance manual, completion as built drawings and documents for the project as required and acceptable to NPCC and Clients/local bodies/or any other authorities applicable including getting 'completion certificate' from concerned authorities, if required.



- 3.19 The documents/drawings as stated above shall be submitted in adequate nos. as per requirements of NPCC/Client in hard as well as soft copies.
- 3.20 Defects Liability Period for this Project is 12 Months which shall be reckoned from the date of issue of taking over Certificate or completion certificate by the Client/Statutory Bodies whichever later. The consultant shall visit the site and provide all the drawings/details for rectification of defects, if any.
- 3.21 Obtaining approval from any statutory body/local authority/local Govt. Body like Pollution Control Board etc. as applicable to this project for execution of work or for designs/drawings of the scheme.
- 3.22 Identify the availability of equipment to be installed in the building with specification and prepare tender documents for procurement of these equipment.
- 3.23 Agency has to ensure the availability of his representatives (Architect/ Structural Engineer/ Electrical, Environmental, etc. Engineers) to provide day to day clarifications & interaction with NPCC/ client officials as & when required at Guwahati office.



## SECTION-IV

### 4.0 OTHER TERMS AND CONDITIONS:

- 4.1 The consultant shall furnish a Performance Guarantee in the form of DD/FDR in favour of NPCC Ltd. or in the form of BG on the Performa of NPCC Ltd. from a Nationalized / Scheduled Bank (RBI listed) to the extent of 5% of the value of total consultancy fees of consultant within 10 days of the issue of Letter of Acceptance. The Bank Guarantee shall remain valid till completion of project/taking over by client whichever is later. This Performance Guarantee initially be submitted with the validity till scheduled completion period as per tender document but in case of extension of completion due to any reason, it is the responsibility of the agency to get it extended one month prior to its expiry without any claim on it, in case of failure, NPCC may get it en-cashed without giving any notice. An amount is to be deposited equivalent to 0.01% per day of the amount of Performance guarantee for extended /delayed period of submission of Performance guarantee. In case the Consultant fails to submit the performance guarantee of the requisite amount within the stipulated period or extended period limited to 15 days only, letter of acceptance will stand withdrawn and will be debarred/blacklisted for one year. Confirmation of BGs may be done through “Structured Financial Messaging System” (SFMS/SWFIT).
- 4.2 10% of the fee payable to the consultant shall be retained from the running bills as “Retention Money” limited to 5% of contract value, in addition to the performance guarantee and the same shall be released to the consultant after defect liability of the project on completion and handing over of work to clients by NPCC. The retention money thus recovered till completion of project/final bill shall be released against submission of a bank guarantee of equivalent amount from nationalized bank.
- 4.3 The Consultant undertakes to design, redesign, modify and make changes in the designs, drawings, details etc. till that 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. If major variations found in drawings/ submissions of the consultant without any change in scope of works, may attract penalty.
- 4.4 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.
- 4.5 NPCC is acting as an Implementing Agency/ Project management Consultant on behalf of client. Hence any payment towards any claim of the consultant if not considered/paid by the above authorities shall not be paid to the consultant.
- 4.6 The Consultant shall supply free of charge to the NPCC, the adequate no. of the documents as listed in the list of deliverables as annexure ‘A’.
- 4.7 Coordination with other consultants/agencies



- 4.7.1 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.
- 4.7.2 The Consultant shall be responsible for collecting all data/information required from any part of the town in relation to existing drainage system as the case may be, for preparation of DPR, design of the structure/system. Consultant will also required to coordinate with other consultant appointed by NPCC for this work for other sector and to collect the relevant data/information's and interact with them continuously for preparing technically sound DPR. For this purpose, consultant may also be required to carryout the survey/collection of data's for the complete town which may include calculation of outfall points/ultimate disposal point, calculation and determination of inlet & outlet levels etc.
- 4.8 Compensation for delay
- 4.8.1 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.
- 4.8.2 In case the Consultant fails to complete any item work as per the time schedule, 10% (ten percent) of total fees will be kept withheld from the running account bill which may be released on achieving next time schedule including the previous one. In case of failure in two consecutive milestones, the amount kept with held will be forfeited and shall not be released. NPCC shall be entitled to deduct such damages from the dues that may be payable to the consultant.
- 4.9 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.
- 4.10 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.
- 4.11 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.
- 4.12 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.

**4.13 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.

**4.14** 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.

**4.15** 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.

**4.16 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.

**4.17 Completion period**

The overall completion period for the execution of this project is 18 months.

**4.18** 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.

**4.19 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.

**4.20 RESPONSIBILITIES FOR ACCURACY OF PROJECT PROPOSALS**

The Consultant shall be responsible for the accuracy of the data collected and the designs, drawings, quantities and estimates prepared by him as part of the project. He shall indemnify NPCC & Client against any inaccuracy in the work, which might

surface out at the time of ground implementation of the project. In such an eventuality, the consultant will be responsible to correct the drawings including re-investigations etc. as required without any extra cost implication on NPCC.

4.21 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.

4.22 Deleted

#### 4.23 TAX AND OTHER DUES

4.23.1 The rate quoted by the Consultant shall be deemed to **inclusive of GST**, 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.

4.23.2 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.

#### 4.24 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.

4.25 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.

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

4.27 The consultant shall be required to sign an Agreement with NPCC within 20-days of the receipt of LOI based on these terms & conditions. Consultant has to submit five nos. Non-judicial stamp papers (value as per Assam State Govt. Norms) for execution of Contract agreement.

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

#### 4.29. Arbitration:

Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled through following mechanism:

1. Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly, the parties as per their convenience shall jointly convene the said meeting(s), wherein minutes of the said meeting(s) shall be prepared and countersigned by all the parties. It is mandatory to prepare minutes of meeting(s) and to be countersigned by all the parties, irrespective of the outcome of the said meeting(s).
2. In the event the parties are unable to reach on any settlement in the said meeting(s), then the aggrieved party shall mandatory resort to pre-litigation mediation mechanism with Guwahati High Court Mediation Cell, Assam.

3. It is only upon failure of the pre-litigation mediation mechanism with Guwahati High Court Mediation Cell, than the aggrieved party shall resort to resolution of disputes through arbitration of a Sole Arbitrator. The appointing authority of Sole Arbitrator is CMD, NPCC Ltd., to which neither of the parties have any objection nor they shall ever object.
4. Subject to the parties agreeing otherwise, the Arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (amended as on date).
5. It is also acknowledged and accepted that NPCC is only working as Intermediary between the Consultant and the Principal Employer/Client, thus in the event, any dispute arises under the present agreement and referred to Arbitration for adjudication, then subject to corresponding clause in the Contract/Agreement/Work Order/Arrangement between Principal Employer/Client & NPCC, Principal Employer/Client shall also be made party to the said Arbitration proceedings. Also the award including costs if any passed against NPCC & costs incurred in the proceedings shall be the sole responsibility of Principal Employer/Client. The said clause if found inapplicable, even then the other terms of the Arbitration Clause shall survive and shall be acted upon.
6. The place/seat of arbitration shall be Guwahati and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Guwahati. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law. The award of the arbitrator shall be final and conclusive and binding upon the Parties.
7. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India and the Parties submit to sole & exclusive jurisdiction of courts at Guwahati.

**4.30 Jurisdiction**

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

4.31 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.

4.32 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

4.33 **Dispute Resolution-** Deleted

**4.34 Confidentiality Clause**

In order to maintain confidentiality of the assignment, Consultant shall not share details of projects including agreement conditions with any agency/organization/individual other than the Clients

4.35 The contractor will have to sign a Pre-Contract Integrity Pact as per standard Performa for the contract.

4.36 Corrupt & fraudulent practice and Fraud prevention policy - The Employer (NPCC Ltd) will reject a proposal for award, if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with NPCC Ltd., In any central Government of agency, and any other state agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or in execution of the work related to contract.

If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the work.

#### **4.37 Employer's right to accept or reject any or all bids**

The Employer reserves the right to accept or reject any Bid, to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

After Award of contract, if the Bidder is found to have concealed any fact relevant to projects, the employer may blacklist the Bidder or Bidders as per the management decision.

NPCC reserves to itself the authority to reject any or all the tenders received without assigning any reason. The acceptance of a tender shall be effective w.e.f. the date on which the telegram/ e-mail, letter of intent of acceptance of the tender is put in the communication by the NPCC. NPCC also reserves the right to Split the work among two or more parties at lowest negotiated rate without assigning any reason thereof. The contractor is bound to accept the portion of work as offered by NPCC after split up at the quoted/-negotiated rates.

The employer reserve the rights to restrict the bidder(s) for opening the price bid in case there are number of packages in the vicinity and the employer does not want to award more than its specified number of packages as matter of strategy to one bidder, the bid in such case will be returned unopened as mentioned in the "Tender document" in such case. Order of Opening of bids shall be in order of decreasing value of packages.



**Annexure 'A'**

**List of Deliverables**

The Consultant shall supply free of charge to the NPCC, the adequate no. of the documents as listed below:

<b>S. no.</b>	<b>Description</b>	<b>Quantum</b>
1.	All survey reports (Soil investigation, Geo-technical & Topographical etc.) in original	As required by NPCC/ client
2.	Preliminary Concept report with preliminary estimates	Copies as required by NPCC/ client
3.	Detail Project Reports with colored drawings.	Copies as required by NPCC / client
4.	All the Drawings and estimates to be submitted to clients.	Copies as required by NPCC/ client
5.	Complete detailed design calculations (structural and other services) including supply of drawings incorporating subsequent modifications and duly vetted by IIT/NIT/Government Engineering college	As required by NPCC/ client
6.	All working drawings for all the components (Good for Construction Drawings).	As required by NPCC/ client
7.	Detailed estimates and rate analysis of all works.	
8.	Justification of rates for all the items (Schedule and non-schedule) on the basis of market rates in the area of subject site supported with quotations.	
9.	Completion drawings and detailed documents.	
10.	Tender documents/tender drawings as per NPCC requirements.	
11.	Fabrication Drawings of all equipments if any.	
12.	One number model of minimum size of 5ft X 3½ ft. showing Master plan & various components of Buildings is to be provided free of charge at the location asked by the client /NPCC.	

**Annexure 'B'**

**UNDERTAKING**

(To be given on the Letter head)

I / We of M/s .....

bidder for consultancy work of Construction of various buildings in the states of Manipur, Tripura & Arunachal Pradesh funded by North Eastern Council, Govt. of India with M/s NPCC Ltd., NEZ, H.No.10,1<sup>st</sup> & 2<sup>nd</sup> Floor, Rangamanch Path, Rukmininagar Housing Colony,Guwahati-781006, Assam do hereby undertake that I/we agree to unconditionally accept all the terms and conditions mentioned in the tender documents.

1. The contents of clause 2.8,2.9 and 2.10 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 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 tender, 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. I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements. In case this provision of the tender is found violated at any time before or after opening of the Price bid/Award, I/we agree that the tender/Award 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/any other amount payable under this contract absolutely.
3. The required earnest money for this work is enclosed herewith.
4. If I/we will not fulfill the minimum qualifying criteria of the tender I/we not lodge any claim for opening of Part-III of the tender.

Dated Signatures of the Consultant  
Or Authorized Person

Name of Firm

Seal of Firm

Sig. & Seal of Tenderer



**Annexure 'C'**

**Proforma for Bid/Earnest Money Declaration  
(To be submitted on Bidder's letter head)**

Whereas, I/We, ..... have submitted bid for "Providing Architectural and Engineering Consultancy Services for Construction of various buildings in the states of Manipur, Tripura & Arunachal Pradesh funded by North Eastern Council, Govt. of India".

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

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

Or

(2) If after the award of work I/We fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents,

I/we shall be suspended for one year and shall not be eligible to bid for AAI tenders from date of issue of suspension order

**(Signature of Authorized Signatory)**

**Name:**

**Designation:**

**FORMATS**



FORM 'A'

**APPLICATION FOR ARCHTECTORAL AND ENGINEERING CONSULTANTS**

(On the letter head of the firm)

Ref. No.

Date:

To,  
Zonal Manager,  
NPCC Ltd., North East Zone,  
H.No.10, 1st& 2nd floor, Rangamanch Path,  
Rukmininagar Housing Colony,  
Guwahati-781006, Assam

**Sub:** Application for ARCHITECTURAL AND ENGINEERING CONSULTANCY SERVICES FOR **Construction of various buildings in the states of Manipur, Tripura & Arunachal Pradesh funded by North Eastern Council, Govt. of India.**

Ref: NIT No.

Dated: 13.07.2021

Dear Sir,

In reference to your NIT cited above for the subject work, I/we enclosing here with the desired documents along with the requisite processing fees of Rs..... (Rupees .....only) is herewith submitted in the form of Demand Draft No. ----- Dated -----issued from-----  
-----Bank and EMD/Bid Declaration.

Thanking you.

(SIGNATURE OF APPLICANT)

**FORM 'B'**

**STRUCTURE AND ORGANISATION**

1.	Name and address of applicant	
2.	Telephone No. / Fax No. / E-mail	
3.	Legal status of the applicant (attach copies of original documents defining the legal status)	
	<b>The applicant is:</b>	
(a)	An Individual	
(b)	A proprietary Firm	
(c)	A Firm in partnership	
(d)	A Limited Company (private or public ) or Corporation	
4	Particulars of registration with various Government bodies/Organization. (attach attested photocopy)	
5.	Name of Proprietor / Partners / Directors with their addresses, Mobile & Telephone numbers, Fax, E-mail address.	
6.	Designation of individuals authorized to act for the organization.	
7.	Was the applicant ever required to suspend any Architect & Engineering consultancy for a period of more than six months continuously after commencement of the Architect & Engineering consultancy? If so, give the name of the project & reasons of suspension of work.	
8.	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.	
9.	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.	
10.	Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of Law? If so, give details.	
11.	Other details: a) EPF No. valid up to: b) Sales Tax No. valid up to c) Clearance of sales Tax up to d) PAN No. e) GST registration No. <b>(Copies to be enclosed)</b>	
12.	Any other information considered necessary but not included above.	
	<b>Seal of Applicant</b>	<b>Signature of Applicant</b>

**FORM 'C'**

**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)

		2019-20	2018 -19	2017 -18	2016-17	2015-16
		a	b	c	d	e
(i)	Gross Annual turnover on construction work.					
(ii)	Profit / Loss					
(iii)	Net Worth (as on 31.03.2020)					
(iv)	BG Limit (-----)					
(v)	Cash credit Limit (-----)					

**Signature of chartered Accountant  
With Seal**

**Seal and Signature of  
Applicant**

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

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
1	2	3	4	5	6	7	8	9	10

**Signature of Applicant  
With seal**



**FORM 'E'**

**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 'F'**

**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.

**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 and Engineering Consultants/Firms for- ARCHITECTURAL AND ENGINEERING CONSULTANCY SERVICES FOR **Construction of various buildings in the states of Manipur, Tripura & Arunachal Pradesh funded by North Eastern Council, Govt. of India.**

- 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.

**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 'I'**

**DECLARATION NON BLACKLISTED / NON BANNED PARTY**

WE CONFIRM THAT WE HAVE NOT BEEN BANNED OR DELISTED BY ANY GOVERNMENT OR QUASI GOVERNMENT AGENCIES OR PSUs.

SIGNATURE & NAME OF THE TENDER,

----- SEAL



**FORM 'J'**

**GST REGISTRATION DETAIL**

<b>S.No.</b>	<b>CONTRACTOR/VENDOR DETAILS</b>	
1.	Name	
2.	Address (As per registration with GST)	
	City	
	Postal Code	
	Region/State (Complete State Name)	
3.	GSTIN ID/Provision ID No. (Copy of Acknowledgement required)	
4.	Type of Business (As per registration with GST)	
5.	Service Accounting Code/HSM Code	
6.	Contact person	
7.	Phone number and Mobile number	
8.	Email id	
9.	Compliance rating (if undated by GSTN)	

**FORM 'K'**

**LETTER OF TRANSMITTAL  
(ON THE LETTER HEAD OF APPLICANT)**

From:

To,  
Zonal Manager  
NPCC Ltd., North East Zone,  
H.No.10, Rangamanch Path,  
Rukmininagar Housing Colony,  
Guwahati-781006, Assam

**Sub: - Application for ARCHITECTURAL AND ENGINEERING CONSULTANCY SERVICES FOR Construction of various buildings in the states of Manipur, Tripura & Arunachal Pradesh funded by North Eastern Council, Govt. of India.**

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 Annexures/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 2.21 of Section II for having successfully completed the following works:

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

Enclosures:

Date of Submission

(Signature of Applicant)  
(Seal of Applicant)

## **PERFORMA**

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

PROFORMA OF BANK GUARANTEE (FOR PERFORMANCE GUARANTEE)

NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED,

(Address as mentioned in Notice Inviting Tender)

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

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

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

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

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

(iii) This guarantee/undertaking shall be in addition to any other guarantee or security whatsoever NPCC may now or at any time have in relation to the performance of the works/equipment and the company shall have full re-course to or enforce this security in performance to any other security or guarantee which the NPCC may have or obtained and there shall be no forbearance on the part of the company in enforcing or requiring



enforcement of any other security which shall have the effect of releasing the Bank from its full liability. It shall not be necessary for NPCC to proceed against the said contractor/supplier before proceeding against the Bank.

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

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

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

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

For and on behalf of Bank

WITNESS.

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

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

## AGREEMENT FOR WORK

This Agreement No. ----- made on ---- day of -----, 2020 between National Projects Construction Corporation Limited a company registered under the Companies Act 1956 and having its **Zonal office, H.No.10, Rangamanch Path, Rukmininagar Housing Colony, Guwahati-781006, Assam** in the state of Assam (Herein after referred to as “NPCC LIMITED” which expression shall unless the context require otherwise include its administrators, successors and assign) and M/s ----- in the State of ----- ( Herein after referred to as “ ----- “ which expression shall unless the context requires otherwise includes their respective heirs, executors, administrators, and legal representatives through Shri ----- of the other part.

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

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

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

The following shall be the part of this agreement:-

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

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

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

For M/s -----

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

Witnesses

Witnesses

