

**Upgradation of Boundary Wall at NSIC
Technical Services Centre (NTSC), Japanigate,
Balitikuri, Howrah - 711113**



**The National Small Industries Corporation Ltd.
(A Government of India Enterprise)**

REQUEST FOR PROPOSAL (RFP)

FOR

***Appointment of Executing Agency (“EA”) For Project
Development, Monitoring and Control for the
Upgradation of Boundary Wall at Upgradation of
Boundary Wall at NSIC Technical Services Centre
(NTSC), Japanigate, Balitikuri, Howrah - 711113***

Due Date for RFP submission - 28th June, 2023 upto 3:00pm
at

National Small Industries Corporation Ltd.
NSIC Bhawan, Okhla Industrial Estate, New Delhi - 110020

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SECTION - 1

LETTER OF INVITATION (LOI)

No. NSIC/HO/WD/NTSC(HOW)/2019

Dated: 07.06.2023

To:

M/s -----

Sub: Appointment of Executing Agency (“EA”) For Project Development, Monitoring and Control for the Upgradation of Boundary Wall at NSIC Technical Services Centre (NTSC), Japanigate, Balitikuri, Howrah - 711113

Sir,

1. The National Small Industries Corporation Ltd. (NSIC), A Government of India Enterprise, proposes to upgrade the boundary wall at NSIC Technical Services Centre (NTSC), Howrah.
2. NSIC intends to appoint a Central Public Sector Enterprise as an Executing Agency (“EA”) of repute with sufficient resources and experience for Project Development, Monitoring and Control for the Upgradation of Boundary Wall at NSIC Technical Services Centre (NTSC), Howrah at Japanigate, Balitikuri, Howrah - 711113. The “EA” is expected to complete the project on Deposit Work basis conforming to highest quality standards and shall adhere to time and cost management systems, within stipulated time frame and allocated budget for the project.
3. A reputed and experienced Central Public Sector Enterprise having proven track record of successful project implementation will be selected under Least Cost Selection (LCS) and procedures described in this Request for Proposal (RFP) in various sections.
4. Separate Technical and Financial bids as per Information to Bidders and other sections of RFP are to be submitted by the Bidders with their offer.
5. The complete RFP document is enclosed herewith. Any further corrigendum/ addendum to this RFP document shall be made available on our website www.nsic.co.in and CPP Portal www.eprocure.gov.in only. It is, therefore, requested that the bidders may regularly visit the website for checking any corrigendum/ addendum to this document.

6. The bidders will be required to make a detailed presentation before the evaluation committee of NSIC, of their organizational strengths/weaknesses, methodology for execution of the work and any other measures being adopted by them for economizing the project cost etc. The bidders shall give soft and hard copy of the presentation to evaluation committee. The date, time, venue and time allocated for presentation shall be informed to each bidder.
7. NSIC will inform all the bidders the marks secured by them in technical evaluation. In order to qualify for opening of the price bid, the bidder is required to fulfill the technical eligibility criteria as mentioned at para- F.2 in the Data Sheet (Information to Bidders). Price bids of the bidders who fail to qualify technically will be returned unopened after completion of the final selection process i.e. after the award of work. NSIC's decision in respect of the evaluation of the bids shall be final and binding on all bidders.
8. NSIC reserves the right to reject any or all the bids without assigning any reason whatsoever.

The last date for submission of the RFP Documents is **28.06.2023** up to **15.00 hrs (IST)**. The bids would be opened on **28.06.2023** at **15.30 hrs (IST)** in the presence of the representatives of the bidders, if any.

The bids or any queries or clarification on the RFP document, shall be submitted on the following address:

Deputy General Manager (C&P)
The National Small Industries Corporation Ltd.
'NSIC Bhawan', Okhla Industrial Estate
New Delhi - 110 020, INDIA
Tel: 011-26926275
Email: procurement@nsic.co.in

Yours faithfully,

Deputy General Manager (C&P)

Encl: As above

SECTION-2

INFORMATION TO THE BIDDERS

2.1. INTRODUCTION

The National Small Industries Corporation Ltd (NSIC), A Government of India Enterprise, henceforth called as “Owner” proposes to upgrade the boundary wall at NSIC Technical Services Centre (NTSC), Howrah.

NSIC Technical Services Centre, Howrah was established in 1961, by Govt. of India in collaboration with Govt. of Japan, with the aim to support the MSMEs and to generate the skilled manpower for the industries. This Centre is situated in Industrial Hub, Balitikuri, Howrah (West Bengal) about 10 km from Howrah Railway station and 3 km from Dasnagar Railway station. The core activities of the Centre are Skill Development & Material Testing. Skill Development activities of the Centre includes Internal Training, Sponsored Training, Incubator Training & Project Work for Engineering & Diploma students. Centre is also engaged to conduct the Job oriented ITI/ NCVT courses in 7 different Trades for the employability of the trainees in industrial sectors.

NSIC Technical Services Centre (NTSC), Howrah been catering material testing services for various engineering fields focused on power transmission and distribution lines. Our Electrical, Mechanical and Chemical testing laboratories are accredited by NABL - a constituent body of Quality Council of India. Testing laboratory of NTSC Howrah is a regular recipient of testing jobs from major Govt. departments like RDSO, Power Grid, BHEL, RITES. NTPC, Coal India etc. and State Electricity Boards and associated with various power projects all over India.

The Laboratory of the Centre is also approved by DGMS, Dhanbad for testing of mines job.

For upgradation of Boundary Wall at NSIC Technical Services Centre (NTSC), Howrah, NSIC intends to appoint an Executing Agency (“EA”) of repute with sufficient resources and experience for Project Development, Monitoring and Control for the work of upgradation of said boundary wall. The “EA” is expected to complete the project on Deposit Work basis conforming to the highest quality standards and shall adhere to time and cost management systems, within stipulated time frame and allocated budget for the project.

2.2. THE PROJECT

2.2.1 Salient features of the proposed project are given as under:

a) Requirements:

Project Development, Monitoring and Control for the Upgradation of Boundary Wall at NSIC Technical Services Centre (NTSC), Howrah.

b) Proposed Work:

NTSC, Howrah is spread over an area of approx. 48 Acres and protected by boundary wall of approx. 3350 meter peripheral length. One side of plot area has boundary wall of about 1625 meter length of precast RCC members constructed around year 1962, is in quite dilapidated conditions and needs to be reconstructed. Other sides of boundary wall measuring approx. 1725 meter length have 2.00 meter height masonry work which was constructed around year 1990 is damaged at several places and needs to be repaired.

A sketch showing the damaged portion of boundary wall measuring 1625 meter length which is to be reconstructed and 1725 meter length which to be repaired is placed at **Annexure-A**.

c) Other requirements:

- i) The land use of the project site is industrial. The plot is owned by “Owner”/ NSIC. Now, to meet the requirements of NSIC, the “EA” shall be required to upgrade the boundary wall at NSIC Technical Services Centre (NTSC), Japanigate, Balitikuri, Howrah - 711113 on deposit work basis by engaging a contractor. The “EA” shall conduct the soil investigation at site, prepare the structural design & drawing of the boundary wall and get the said design & drawing vetted from a reputed Govt. Engineering College like IIT/ NIT/ Central University.
- ii) The “EA” shall also provide professional, objective and impartial advice and at all times hold the Owner’s interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

2.3. DEFINITIONS

Unless the context otherwise requires, the following terms wherever used in this document have following meanings:

- (i) “Agreement” means an agreement executed by the Parties, together with all documents/Appendices attached hereto.
- (ii) “Applicable Law” means the provision of Indian Laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
- (iii) ‘Approval’ means approval in writing by the designated officer(s) of the “Owner” for that purpose.

- (iv) “Assignment” means the work to be performed by the Executing Agency (“EA”) for the purpose of the project as per the Description of requirement given above in clause 1.2 of Section-5 (TOR) of this RFP document.
- (v) “CTE” i.e. Chief Technical Examiner's Organization means the technical wing of the Central Vigilance Commission (India)
- (vi) “Competent Authority” means the Chairman-cum-Managing Director (CMD), of “Owner”/NSIC.
- (vii) “Contractor(s)/Supplier(s)/Vendor(s)” means any person or entity who are employed by Executing Agency for execution of the “Project” on behalf of the “Owner”.
- (viii) Corrupt practice means the offering, giving, receiving soliciting of anything of value to influence the action of a public official in the Agreement execution.
- (ix) “Data Sheet” means a portion of Section-2 (Information To Bidders) as contained in this RFP document.
- (x) “EA” means the “Executing Agency” appointed for the job.
- (xi) “Government” means the Government of India.
- (xii) “LCS” means Least Cost Selection method for Selection of Executing Agency
- (xiii) “Owner” means the “The National Small Industries Corporation Limited”.
- (xiv) “Party” means the “Owner” or the Executing Agency (“EA”), as the case may be, and “Parties” means both of them.
- (xv) “Personnel” means persons hired/deployed by the Executing Agency (“EA”) as employees of Executing Agency and assigned to the performance of the Services or any part thereof.
- (xvi) “Third party” means any person or entity other than the “Owner” and the Executing Agency, whose services are availed or required for the said project.
- (xvii) “TOR” means “Terms of Reference” as contained in Section-5 of this RFP document.

2.4. GENERAL INFORMATION

2.4.1. A brief description of the Assignment and its objectives are given in the enclosed Data Sheet and the Terms of Reference (Refer Section 2 and Section 5 respectively).

2.4.2. The bidder should submit the execution schedule of the proposed project with completion period not exceeding 8 months (including planning and execution).

2.4.3. The bids should be submitted along with the earnest money deposit of Rs. 25,000/- through NEFT/ RTGS to NSIC as per following bank account details:

ACCOUNT NAME	BANK NAME & ADDRESS	BANK A/C NO.	BANK IFSC CODE
The National Small Industries Corporation Limited	ICICI Bank, 9A, Phelps, Building, Connaught Place, New Delhi - 110001	0007-0505-4052	ICIC0000007

The bidder is requested to attach the self-certified Bank Statement / NEFT/ RTGS Slip Printout along with the Technical Bid, to prove the transfer of payment of EMD to the NSIC's Account.

2.4.4. The EMD of the successful bidder will be refunded without any interest after submission of the Bank Guarantee towards performance security. EMD of the other bidders will be refunded after award of work without any interest.

2.4.5. The "Owner" named in the "Data Sheet" will select an Agency, in accordance with the method of selection indicated in the data sheet.

2.4.6. The bidders are invited to submit a Technical and a Financial Bid as specified in the Data Sheet for consulting services required for the Assignment named in the Data Sheet. The Bids will be the basis for selection and ultimately signing of a contract with the selected Agency.

2.4.7. To obtain first hand information on the requirement of the project and on the local conditions, bidders are advised to visit to the project location before submitting their proposal. Bidders must familiarize themselves with the local conditions and requirement of the Project and take them into account while preparing the bid.

2.4.8. Cost of preparing the bids and of negotiating the contract, including visits to the "Owner" and the project area, are not reimbursable as a direct cost of the assignment.

2.4.9. It is Owner's policy that the Bidders under contract observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the "Owner";

a. Defines, for the purposes of this provision, the terms set forth below:

- i. "Corrupt practices" means the offering, giving, receiving, or soliciting of anything of value to influence the action of an official in the selection process or in contract execution; and
- ii. "Fraudulent practices" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client and includes collusive practices among Bidders (prior to or after submission of proposals) designed to establish prices

at artificial, noncompetitive levels and to deprive the “Owner” of the benefits of free and open competition.

- b. Will reject a proposal for award if it determines that the agency recommended for award has engaged in corrupt or fraudulent and unlawful practices in competing for the contract in question.
- c. Will declare the bidder not eligible, either indefinitely or for a stated period of time to be awarded a contract if it at any time determines that the agency has engaged in corrupt or fraudulent practices in competing for or in executing, a contract.

2.5. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.5.1. Bidders requiring clarifications, if any, on the Documents must notify the owner, in writing, not later than 7 days before the last date for proposal submission. Requests for clarification in writing must be sent to the Owner’s Address indicated in the Data Sheet. Any further corrigendum/ addendum to this RFP document shall be made available on our website www.nsic.co.in and CPP Portal only. It is, therefore, requested that the bidders may regularly visit the website for checking any corrigendum/ addendum to this document.

2.5.2. At any time before the submission of bids, the “Owner” may, for any reason, whether at its own initiative or in response to a clarification requested by any bidder, modify the Documents by amendment. The amendment will be notified to the bidders through our website www.nsic.co.in and CPP Portal and the same will be binding on them.

2.6. PREPARATION OF BID

Bidders are requested to submit the sealed **Technical and Financial Bids separately in two sealed envelopes and both contained inside a bigger sealed envelope**. The Bid shall be written in English language or Bilingual (Hindi & English).

2.6.1. Technical Bid

i. Bidders are expected to examine all terms & conditions and instructions including the terms of documents. It will be presumed that the bidders are making the bids after having full knowledge of all terms & conditions and instructions and they are participating in the bids at their own risk and may result in rejection of their Bids.

ii. During preparation of the technical bid, bidders have to carry out his own assessment for the requirement of the key personnel and support staff for the scope of work mentioned in the TOR.

2.6.2. The technical bid shall include but be not limited to the following:

i. Bidder’s Organization Structure and Relevant Experience (including details of past experience and project sheets).

- ii. Description of Methodology and Work Plan for performing the assignment.
- iii. Details of equipment (if any), and software proposed to be used for the project.
- iv. Any additional information requested in data sheet.

2.6.3. The Technical bid must not include any financial information.

2.6.4. Financial Bid

- i. The financial bid should include all costs associated with the assignment. The format for the financial bid is given in Section-4. **The contract shall be finalised on the basis of a fixed percentage of the Actual Cost of work (Refer Section-5: Terms of Reference) as agency charges.**
- ii. In case there are more than one bidder quoting the same agency charges in the financial bid, Bidder with the higher marks among them in the technical evaluation will be considered for award of work.
- iii. The financial bids shall be prepared to cover the tasks mentioned in the TOR and also the tasks required to be carried out in order to meet the objectives.
- iv. The Financial bid shall EXCLUDE the applicable GST. However, the Financial Bid shall INCLUDE any other Government Levy, Charges etc. applicable on Agency Charges.
- v. Bidder should quote in figures as well as in words percentage rates bid for. Special care shall be taken to write percentage rates in figures as well as in words. Where there is a discrepancy between the amounts in figure and in words, the amount in words shall prevail.

2.7. BID SUBMISSION

The bid submission should be focused to the project requirements as per the TOR details. The methodology to be submitted should address to the project requirements. All specific issues for which references have been made in the various paragraphs of the TOR should be addressed effectively. General nature descriptions should be avoided.

2.8. SUBMISSION OF BIDS

2.8.1 Bidders must submit as indicated in the Data Sheet. Bids will be sealed in an outer envelope, which will bear the address and information indicated in the Data Sheet. The envelope must be clearly marked:

**DO NOT OPEN, EXCEPT IN PRESENCE OF THE
EVALUATION COMMITTEE**

- i) This outer envelope will contain two separate sealed envelopes, one clearly marked '**Technical Bid**' and the other clearly marked '**Financial Bid**'.
- ii) The **technical and financial bid** must be prepared in indelible ink and must be signed by the authorized representative of the Bidder. The letter of authorization/Power of attorney must be enclosed with each of the bids. The person or persons signing the proposal must initial all pages of the technical and financial proposals.

2.8.2 There should be no overwriting or cutting in the bids submitted by the bidder.

2.8.3 The completed technical and financial bids must be submitted on or before the time and date stated in the Data Sheet.

2.8.4 The bid must be valid for the number of days stated in the Data Sheet from the closing date. The Client will make its best effort to complete the process of award of contract within this period.

2.9. BID EVALUATION

A two-stage procedure will be adopted in evaluating the bids:

- i) Technical evaluation
- ii) Financial evaluation

2.9.1 Evaluation of Technical Bid

Technical evaluation will be carried out prior to opening the **financial bids**.

The evaluation committee appointed by the "Owner" will carry out evaluation in the manner given and as per criteria/point system specified in the table at para F.2 in the Data Sheet (Information to Bidders) subject to the following:

- i) The bidder has to secure minimum cut-off marks/ requirements against each criteria mentioned at Sl.No. 1 (a), 1 (b), 3 (a), 3 (b) & 3 (d) in the table at para F.2 in the Data Sheet (Information to Bidders), and
- ii) The bidder has to secure minimum 750 marks out of 1000 marks in the technical evaluation of the tender as per the table referred above

The financial bids of only those bidders who secure minimum cut-off marks/ requirement against each criteria mentioned at Sl.No. 1 (a), 1 (b), 3 (a), 3 (b) & 3 (d) in the table at para F.2 in the Data Sheet (Information to Bidders) and overall minimum 750 marks out of total 1000 marks in the technical evaluation will only be opened.

2.9.2 Opening and Evaluation of Financial Bids

- i) After the evaluation of technical bid is completed, the "Owner" shall notify those Bidders whose bids did not meet the minimum qualifying mark or were

considered non-responsive to the RFP and Terms of Reference, indicating that their Financial bids will be returned unopened after completion of the final selection process i.e. after the award of work. The “Owner” shall simultaneously notify the Bidders who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter and/or telefax and/or E-mail or by courier.

- ii) The Financial bids shall be opened in the presence of the Bidder’s representatives who choose to attend. The name of the bidder and the agency charges shall be read loudly and recorded when the financial bids are opened.

2.10. AWARD OF CONTRACT

The Contract will be awarded to the Bidder quoting the lowest agency charges in the financial bid. In case there are more than one bidder quoting the same agency charges in the financial bid, Bidder with the higher marks among them in the technical evaluation will be considered for award of work.

2.11. CONFIDENTIALITY

Information relating to evaluation of proposals and recommendations concerning awards will not be disclosed to the Bidders who submitted the bids.

DATA SHEET (INFORMATION TO BIDDERS)

Reference

A.1 The name of the “Owner” is: The National Small Industries Corporation Ltd. (A Government of India Enterprise)
NSIC Bhawan, Okhla Industrial Estate
New Delhi - 110 020, INDIA
Tel.: 011-26926275
Website: <https://www.nsic.co.in>

The method of selection is: Least Cost Selection (LCS)

A.2 Objectives and Description of the Project

The National Small Industries Corporation Ltd (NSIC), A Government of India Enterprise, henceforth called as “Owner” proposes to upgrade the boundary wall at NSIC Technical Services Centre (NTSC), Howrah.

For upgradation of Boundary Wall at NSIC Technical Services Centre (NTSC), Howrah, NSIC intends to appoint an Executing Agency (“EA”) of repute with sufficient resources and experience for Project Development, Monitoring and Control for the work of upgradation of said boundary wall. The “EA” is expected to complete the project on Deposit Work basis conforming to the highest quality standards and shall adhere to time and cost management systems, within stipulated time frame and allocated budget for the project.

The detailed descriptions of services are mentioned in the Terms of Reference (Section-5).

A.3 THE Project

Salient features of the proposed project are given as under:

a) Requirements:

Project Development, Monitoring and Control for the Upgradation of Boundary Wall at NSIC Technical Services Centre (NTSC), Howrah.

b) Proposed Work:

NTSC, Howrah is spread over an area of approx. 48 Acres and protected by boundary wall of approx. 3350 meter peripheral length. One side of plot area has boundary wall of about 1625 meter length of precast RCC members constructed around year 1962, is in quite dilapidated conditions and needs to be reconstructed. Other sides of boundary wall measuring approx. 1725 meter length

have 2.00 meter height masonry work which was constructed around year 1990 is damaged at several places and needs to be repaired.

A sketch showing the damaged portion of boundary wall measuring 1625 meter length which is to be reconstructed and 1725 meter length which to be repaired is placed at **Annexure-A**.

c) Other requirements:

- i) The land use of the project site is industrial. The plot is owned by “Owner”/ NSIC. Now, to meet the requirements of NSIC, the “EA” shall be required to upgrade the boundary wall at NSIC Technical Services Centre (NTSC), Japanigate, Balitikuri, Howrah - 711113 on deposit work basis by engaging a contractor. The “EA” shall conduct the soil investigation at site, prepare the structural design & drawing of the boundary wall and get the said design & drawing vetted from a reputed Govt. Engineering College like IIT/ NIT/ Central University.
- ii) The “EA” shall also provide professional, objective and impartial advice and at all times hold the Owner’s interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

B.1 Bidders requiring clarifications, if any, on the Documents must notify the “Owner”, in writing, not later than 7 days before the proposal submission date. Any request for clarification in writing or by E-Mail/telefax must be sent to the Owner’s address indicated in the Data Sheet. Any further corrigendum/ addendum to this RFP document shall be made available on our website www.nsic.co.in and CPP Portal www.eprocure.gov.in only. It is, therefore, requested that the bidders may regularly visit the website and CPP Portal for checking any corrigendum/ addendum to this document.

The requests for clarifications may be addressed to:

Deputy General Manager (C&P)
The National Small Industries Corporation Ltd.
‘NSIC Bhawan’, Okhla Industrial Estate
New Delhi - 110 020, INDIA
Tel.: 011-26926275
e-mail : procurement@nsic.co.in

- C.1** Bids should be submitted in English or Bilingual (Hindi & English) Only
- C.2** The Bidder to state all costs in Indian Rupees.
- C.3** The bidder should submit the execution schedule and completion period not exceeding 8 months from the date of start of work to be stipulated in the agreement.

- C.4 The bids should be submitted along with the earnest money deposit of Rs. 25,000/- through through NEFT/ RTGS to NSIC as per following bank account details:

ACCOUNT NAME	BANK NAME & ADDRESS	BANK A/C NO.	BANK IFSC CODE
The National Small Industries Corporation Limited	ICICI Bank, 9A, Phelps, Building, Connaught Place, New Delhi - 110001	0007-0505-4052	ICIC0000007

The bidder is requested to attach the self-certified Bank Statement / NEFT/ RTGS Slip Printout along with the Technical Bid, to prove the transfer of payment of EMD to the NSIC's Account. The EMD of the successful bidder will be refunded after submission of the Bank Guarantee towards Performance Security. EMD of the other bidders will be refunded after award of work without any interest.

D.1 Bidders must submit:

Technical Bid : One original Set in one sealed envelope
Financial Bid : One original Set in a separate sealed envelope

Both the above envelopes should be placed inside a bigger outer envelope

D.2 The Bids submission is to:

All the envelopes should be superscribed with the following:

RFP for Appointment of Executing Agency ("EA") For Project Development, Monitoring and Control for the Upgradation of Boundary Wall at Upgradation of Boundary Wall at NSIC Technical Services Centre (NTSC), Japanigate, Balitikuri, Howrah - 711113

- D.3 Bids must be submitted not later than the following date and time:
28.06.2023 till 15.00 hrs.

D.4 Bid Validity:

The Bids shall be valid for 120 days from the last date of submission.

E.1 The address to submit the Bids to "Owner" is

Deputy General Manager (C&P)
The National Small Industries Corporation Ltd.
'NSIC Bhawan', Okhla Industrial Estate
New Delhi - 110 020, INDIA
Tel.: 011-26926275
e-mail : procurement@nsic.co.in

F.1 Assigned Weightage:

The proposals received by NSIC in response to RFP shall be evaluated in two stages as under:

Sl. No.	Particulars	Criteria
1.	Technical Proposal	Minimum points to be achieved for qualifying is 75% (750/1000) and also fulfilling the minimum cut-off marks/ requirements as mentioned at table provided at para F.2, hereinafter
2.	Financial Proposal	Selection by LCS method

F.2

Evaluation Criteria for Technical Bid:

Sl. No.	Category	Total Marks	Maximum Marks	Annexure
1.	Experience in construction Management Services and Company Profile	600		
	a) Experience in executing similar Building Projects -Minimum cut-off marks under this criterion is 100		200	Annexure-3.1
	b) Number of Key Tech. Personnel to be deployed for the project -Minimum cut-off marks under this criterion is 50		100	Annexure-3.2
	c) Cost overrun of projects during the last 5 years		50	Annexure-3.3
	d) Time overrun of projects during the last 5 years		50	Annexure-3.4
	e) Details of projects abandoned during the last 5 years		100	Annexure-3.5
	f) Details of Projects under Arbitration during the last 5 years		100	Annexure-3.6
2.	Technical Credentials	150		
a) ISO Certification for Services	50		Annexure-3.7	
b) QA/QC system	50		Annexure-3.8	
	c) Performance Certificates		50	Annexure-3.9
3.	Financial Details	200		
	a) Turnover from value of works executed on deposit/ turnkey/ PMC basis including PMC fees during the last 5 years ending on 31.03.2022 -Minimum cut-off marks under this criterion is 25		50	Annexure-3.10

Sl. No.	Category	Total Marks	Maximum Marks	Annexure
	b) Net worth as on 31.3.2022 - <i>Bidders with negative net worth as on 31.03.2022 are not eligible to participate in this tender</i>		50	Annexure-3.11
	c) Cash Accruals during last 5 years ending on 31.03.2022		50	Annexure-3.12
	d) Profit and loss during the last 5 years ending on 31.03.2022 - <i>Bidders should be in profit in at least 3 of the last 5 financial years including the previous financial year i.e. 2021-22</i>		50	Annexure-3.13
4.	Technical Presentation	50	50	
5.	Sub total (1+2+3+4)		1000	

Note: Similar building project shall mean construction of Boundary Wall and/or Building on Deposit Work/PMC/ Turnkey basis completed during the last 5 years.

- Tender shall be technically disqualified, if:
 - The bidder does not meet the minimum cut-off marks/ requirements against any criteria mentioned at Sl.No. 1 (a), 1 (b), 3 (a), 3 (b) & 3 (d) in the table above, and
 - Minimum 750 marks out of 1000 marks are not obtained in the technical evaluation of the tender as per the above table

F.3 **The currency for price is: Indian Rupees**

F.4 **The address for making technical presentation is:**

Deputy General Manager (C&P),
The National Small Industries Corporation Ltd.
'NSIC Bhawan', Okhla Industrial Estate
New Delhi - 110 020, INDIA
Tele: 011-26926275
Email: procurement@nsic.co.in

The technical presentation shall be made on PowerPoint and should cover the following aspects apart from any other relevant information which the bidder desires:

- a) Experience of the firm
- b) Methodology, work plan and understanding of ToR
- c) Suitability of key personnel

The duration of the presentation shall be about 15-20 minutes.

Soft and Hard copy of the above presentation shall be handed over by the bidder at the time of the technical presentation. The technical presentation is compulsory for all bidders.



SECTION - 3

TECHNICAL PROPOSAL (STANDARD FORMS)

ANNEXURE-3.1: EXPERIENCE IN HANDLING OF BUILDING CONSTRUCTION PROJECT IN LAST 5 YEARS FROM THE DUE DATE OF SUBMISSION OF TENDERS

Max. Marks = 200

S.No.	Cost of Completed Project* (In Rs.)	No. of Projects	Marks obtained
1	More than or equal to Rs. 4.00 Crore		
2	More than or equal to Rs. 2.50 Crore but less than Rs. 4.00 crore		
3	More than or equal to Rs. 2.00 Crore but less than Rs. 2.50 Crore		
4	Less than Rs. 2.00 Crore		

*Cost of completed project shall not include the consultancy fee/ departmental charges/ agency charges.

CRITERIA FOR AWARD OF MARKS IS GIVEN HEREUNDER: -

S.No.	Value of Project (In Rs.)	No. of Projects	Marks
1	More than or equal to Rs. 4.00 Crore	Each	100
2	More than or equal to Rs. 2.50 Crore but less than Rs. 4.00 crore	Each	50
3	More than or equal to Rs. 2.00 Crore but less than Rs. 2.50 Crore	Each	40
4	Less than Rs. 2.00 Crore	Each	Nil

Note: -Maximum 2 nos. of completed projects of highest value of similar nature during the last 5 years from the date of submission of tenders shall be considered for evaluation.

- If two projects of value more than or equal to Rs.4.00 crores are completed then 200 marks will be given.
- Certificate issued by the Client Departments in respect of the above completed projects should be enclosed
- Minimum cut-off marks under this criteria is 100 i.e. tender shall be technically disqualified if minimum 100 marks are not obtained under this criteria

DETAILS OF THE QUALIFYING PROJECTS SHOULD BE PROVIDED IN THE FOLLOWING FORMAT:

Project Name:		Location:
Name & Address of Client:		
Start Date	Completion Date	Approx. Value of contract:
Narrative Description of Project :		

Seal & Signature with name of Authorized Signatory of bidder CPSE :

ANNEXURE-3.2:: Number of Key Technical personnel to be deployed on the project
Max. Marks = 100

Sr No.	Specialist/ Position	Nos.
1)	Team Leader: Located at Work Site as per requirement basis A qualified Civil Engineer from a recognized university preferably with 15 years or more experience in Construction of buildings and allied works with minimum 5 years experience as Team leader or similar position.	1 No.
2)	Construction Engineer (Civil): Located at Work Site A qualified Civil Engineer from a recognized university preferably with 5 years experience in Construction Projects.	1 No.
3)	Planning Engineer (Civil/ Mechanical/Electrical): Located at Work Site as per requirement basis A qualified Civil/ Mechanical/ Electrical Engineer from a recognized university preferably with a minimum of 7 years experience in Construction Projects.	1 No.
4)	Structural Engineer/ Architect: Located at Work Site as per requirement basis A qualified Civil Engineer/ Architect from a recognized university having preferably a minimum of 10 years experience in Design of Civil Structures	1 No.
	Total	4 Nos.

Note: -

- Bio-Data of key Technical personnel should be enclosed. In case of successful Bidders, Owner reserves the right to seek copies of certificates of individuals to verify credentials declared by Bidder.
- The above 4 Nos. personnel should be on the rolls of the bidder and be deployed for the execution of work. In case "EA" wants to change any of the above personnel, prior permission of the "Owner" shall be obtained for such substitution with personnel possessing equivalent qualification and experience.
- Minimum cut-off marks under this criteria is 50 i.e. tender shall be technically disqualified if minimum 50 marks are not obtained under this criteria
- Marks will be awarded to the bidders on the basis of total experience (in years) in the following manner:

S. No	Discipline	Experience				Marks			
		>15 years	>10-15 years	>5-10 years	<5 years	>15 years-35 marks	>10-15 years-25 marks	>5-10 years-15 marks	<5 years-0 marks
1.	Team Leader	>15 years	>10-15 years	>5-10 years	<5 years	>15 years-35 marks	>10-15 years-25 marks	>5-10 years-15 marks	<5 years-0 marks
2.	Structural Engineer/ Architect	>10 years	>5-10 years	>3-5 years	<3 years	>10 years-20 marks	>5-10 years-15 marks	>3-5 years-10 marks	<3 years-0 marks
3.	Const. Engineer (Civil)	>5 years	>3-5 years	>1-3 years	<1 years	>5years-35 marks	>3-5 years-25 marks	>1-3 years-15 marks	<1 years-0 marks
4.	Planning Engineer	>7years	>4-7 years	>2-4 years	<2 years	>7years-10 marks	>4-7 years-7 marks	>2-4 years-5 marks	<2 years-0 marks

Seal & Signature with name of Authorized Signatory of bidder CPSE :

**ANNEXURE-3.3:: DETAILS OF COST OVERRUN OF SIMILAR PROJECTS (IF ANY)
DURING THE LAST 5 YEARS FROM THE DUE DATE OF SUBMISSION OF TENDERS**

Max. Marks = 50

(In Rs)

Sr. No.	Name of the project & location	Name of the client	Description of work	Cost of the project		Reason of cost overrun	
				As per contract	Actual	Attributable to Agency (A)	Attributable to others (B)
1.							
2.							
3.							

CRITERIA FOR AWARD OF MARKS IS GIVEN AS UNDER: -

If there is any cost overrun due to reasons attributable to agency (A) : nil

If there is no cost overrun due to reasons attributable to agency

Or

If there is any cost overrun due to reasons not attributable to agency

(B) : 50 marks

(The above statement should be supported by certificate from Authorised signatory and correspondence corroborating reasons for the cost overrun in the projects given above)

Seal & Signature with name of Authorized Signatory of bidder CPSE :

**ANNEXURE-3.4:: DETAILS OF TIME OVERRUN OF SIMILAR PROJECTS (IF ANY)
DURING THE LAST 5 YEARS FROM THE DUE DATE OF SUBMISSION OF TENDERS**

Max. Marks = 50

Sr. No.	Name of the project & location	Name of the client	Description of work	Time of completion of project			Reason of time overrun	
				Stipulated date of start of work	Stipulated date of completion	Actual date of completion	Attributable to Agency (A)	Attributable to others (B)

CRITERIA FOR AWARD OF MARKS IS GIVEN AS UNDER: -

If there is any time overrun due to reasons attributable to agency (A) : nil

If there is no time overrun due to reasons attributable to agency

Or

If there is any time overrun due to reasons not attributable to agency

} (B) : 50 marks

(The above statement should be supported by certificate from Authorised signatory and correspondence corroborating reasons for the time overrun in the projects given above)

Seal & Signature with name of Authorized Signatory of bidder CPSE :

ANNEXURE-3.5:: DETAILS OF PROJECTS ABANDONED (IF ANY) DURING THE LAST 5 YEARS FROM THE DUE DATE OF SUBMISSION OF TENDERS

Max. Marks = 100

Sr. no	Name of the project & location	Name of the client	Description of work	Cost of the project (Rs in Cr)	Reasons for abandoning the project	
					Attributable to Agency (1)	Attributable to other (2)
1.						
2.						
3.						
4.						

Criteria for award of marks is given as under:

If there is any project abandoned due to reasons attributable to agency (A): nil

If there is no project abandoned due to reasons attributable to agency

Or

If there is any project abandoned due to reasons not attributable to agency

} (B) : 100 marks

(The above statement should be supported by certificate from Authorised signatory and correspondence corroborating reasons for the projects abandoned in the details given above)

Seal & Signature with name of Authorized Signatory of bidder CPSE :

ANNEXURE-3.6:: DETAILS OF PROJECTS UNDER ARBITRATION (IF ANY) IN THE LAST 5 YEARS FROM THE DUE DATE OF SUBMISSION OF TENDERS

Max. Marks = 100

S.No.	Name of the project & location	Name of the client	Description of work	Cost of the project (Rs in Cr.)	Reasons for Arbitration	
					Attributable to Agency (A)	Attributable to other (B)
1.						
2.						
3.						
4.						

Criteria for award of marks is given as under:

If there is any project under arbitration due to reasons attributable to agency (A): nil

If there is no project under arbitration due to reasons attributable to agency

Or

If there is any project under arbitration due to reasons not attributable to agency

} (B) : 100 marks

(The above statement should be supported by certificate from Authorised signatory and correspondence corroborating reasons for the projects under arbitration in the details given above)

Seal & Signature with name of Authorized Signatory of bidder CPSE :

ANNEXURE-3.7:: ISO CERTIFICATION

Max. Marks = 50

<i>ISO Certification</i>	<i>Max. Marks</i>	<i>Marks obtained</i>
Certified	50	
Not Certified	0	
	Total Marks	

Note: Attach the copy of ISO Certification with validity. No marks shall be awarded if copy of valid ISO certificate is not enclosed.

Seal & Signature with name of Authorized Signatory of bidder CPSE :

ANNEXURE-3.8:: QA/QC SYSTEM

Max. Marks = 50

CRITERIA FOR AWARD OF MARKS ARE GIVEN AS UNDER:

<i>QA/QC system</i>	<i>Max. Marks</i>
System followed	50
Not followed	0

Note: The bidder has to provide a certificate issued by the Authorized Signatory stating that construction works are being executed as per the prescribed Quality Assurance (QA)/ Quality Control (QC) Manual of the bidding organization. No marks shall be awarded if the certificate or copy of manual in this regard is not enclosed.

Seal & Signature with name of Authorized Signatory of bidder CPSE :

ANNEXURE-3.9:: PERFORMANCE CERTIFICATES

Max. Marks = 50

CRITERIA FOR AWARD OF MARKS ARE GIVEN AS UNDER:

S.No.	Details of Building Projects	No of project	Marks
1	Performance certificate in r/o executing similar Building Projects of Highest value	2	50
2	Performance certificate in r/o executing similar Building Projects of Highest value	1	25
3	Performance certificate in r/o executing similar Building Projects of Highest value	0	Nil

- Performance certificates of Two similar completed project of highest value indicated in Annexure 3.1 for technical evaluation will only be considered for awarding the marks.
- Marks shall be awarded on the basis of copies of performance certificates issued by the Client only.

Note: Copies of the certificate may please be enclosed

Seal & Signature with name of Authorized Signatory of bidder CPSE :

ANNEXURE-3.10:: TURNOVER DURING THE LAST 5 YEARS

Max. Marks = 50

<i>Turnover* in Cr. of Rs.</i>	<i>Marks</i>
More than or equal to Rs. 50 Cr.	50
More than or equal to Rs.25 Cr. and less than Rs. 50 Cr.	25
Less than Rs.25 Cr.	0

*Turnover means the value of works executed on deposit/ turnkey/ PMC basis including PMC fees during the financial year. The average turnover of the bidder during the last 5 years ending on 31.03.2022 shall be considered for evaluation under this criterion

Note:

- Attach a certificate duly signed by a Chartered Accountant.
- Marks shall be awarded only if the certificate with regard to turnover during the last 5 years ending on 31.03.2022 duly signed by a chartered accountant is enclosed.
- **Minimum cut-off marks under this criteria is 25 i.e. tender shall be technically disqualified if minimum 25 marks are not obtained under this criteria**

Seal & Signature with name of Authorized Signatory of bidder CPSE :
Authorized Signatory :

Company:

ANNEXURE-3.11:: NET WORTH AS ON 31/3/2022

Maximum Marks= 50

CRITERIA FOR AWARD OF MARKS ARE GIVEN AS UNDER:

S.No.	Net worth	Marks
1.	Highest	50
2.	Second highest	40
3.	Third highest	30
4.	Fourth highest	20
5.	Fifth highest	15
6.	Others bidders	0

Note:

- Attach a certificate duly signed by a Chartered Accountant.
- Marks shall be awarded only if the certificate with regard to net-worth as on 31.03.2022 duly signed by a chartered accountant is enclosed.
- **Bidders having negative net worth shall not be eligible to participate in the tender i.e. tender shall be technically disqualified if the bidder has negative net worth as on 31.03.2022.**

Seal & Signature with name of Authorized Signatory of bidder CPSE :

ANNEXURE-3.12:: CASH ACCRUALS DURING THE LAST FIVE YEARS.

Maximum Marks= 50

CRITERIA FOR AWARD OF MARKS IS GIVEN AS UNDER:

S.No.	Cash accruals	Marks
1.	Highest	50
2.	Second highest	40
3.	Third highest	30
4.	Fourth highest	20
5.	Fifth highest	10
6.	Others bidders including those with Negative cash accruals	0

Note:

- Attach a certificate duly signed by a Chartered Accountant.
- Marks shall be awarded only if the certificate with regard to cash accruals during the last 5 years ending on 31.03.2022 duly signed by a chartered accountant is enclosed.

Seal & Signature with name of Authorized Signatory of bidder CPSE :

ANNEXURE-3.13:: PROFIT & LOSS DURING THE LAST FIVE YEARS.

Maximum Marks= 50

CRITERIA FOR AWARD OF MARKS ARE GIVEN AS UNDER: -

S.No.	Profit/Loss	Marks
1.	Highest Profit	50
2.	Second highest Profit	40
3.	Third highest Profit	30
4.	Fourth highest Profit	20
5.	Fifth highest	10
6.	Others bidders including those with Loss	0

- Attach a certificate duly signed by a Chartered Accountant.
- The average net-profit/ loss (after tax) during the last 5 years ending on 31.03.2022 shall be considered for evaluation purpose under this criterion.
- Marks shall be awarded only if the certificate with regard to net-profit (after tax) during the last 5 years ending on 31.03.2022 duly signed by a chartered accountant is enclosed.
- **Bidders should be in profit in at least 3 of the last 5 financial years including the previous financial year i.e. 2021-22. The tender shall be technically disqualified if this condition regarding profitability is not fulfilled.**

Seal & Signature with name of Authorized Signatory of bidder CPSE :

ANNEXURE-3.14:: DETAILS OF PERSONNEL AVAILABLE WITH THE ORGANIZATION

S. No.	Man Power Strength in the area	No of Personnel available with the Organization
1.	Architect	
2.	Design Office	
3.	Planning Engineer	
4.	Tendering Expert	
4.	Construction Site	
5.	Quality control/ Assurance	
6.	Finance/ Accounts	
Total		

Note: Above details are required for information. No marks will be awarded

Seal & Signature with name of Authorized Signatory of bidder CPSE :

ANNEXURE-3.15:: ACTIVITY (WORKS) SCHEDULE

A) ACTIVITY SCHEDULE

S. No.	Name of Activity	Month wise Program (in form of Bar Chart)								Total Months
		1	2	3	4	5	6	7	8	

B) COMPLETION AND SUBMISSION OF REPORTS

Sr. No.	Reports	Programme
1.	Monthly Reports	
2.	Quarterly Reports	
3.	Completion Report	

Note: Above details are required for information. No marks will be awarded

Seal & Signature with name of Authorized Signatory of bidder CPSE :



FINANCIAL BID/ PROPOSAL (STANDARD FORMS)

ANNEXURE- 4.1:: FINANCIAL PROPOSAL

To:

Dated: _____

Deputy General Manager (C&P)
 The National Small Industries Corporation Ltd.
 'NSIC Bhawan', Okhla Industrial Estate
 New Delhi - 110 020, INDIA
 Tele: 011-26926275
 Email: procurement@nsic.co.in

Sub: *Appointment of Executing Agency ("EA") For Project Development, Monitoring and Control for the Upgradation of Boundary Wall at Upgradation of Boundary Wall at NSIC Technical Services Centre (NTSC), Japanigate, Balitikuri, Howrah - 711113*

Dear Sir,

In response to RFP document for the above work, we hereby quote our Agency Charges as under:

Sr. No.	Description	Agency Charges Excluding GST (As percentage of Project Cost)	
		In Figures	In Words
1	Executing Agency Charges (including Govt Levy., if any) for Upgradation of Boundary Wall at NSIC Technical Services Centre (NTSC), Japanigate, Balitikuri, Howrah - 711113		

(GST, as per actual, shall be paid extra on the Agency Charges quoted above)

Seal & Signature with name of Authorized Signatory of bidder CPSE :

SECTION - 5

TERMS OF REFERENCE

Appointment of Executing Agency (“EA”) For Project Development, Monitoring and Control for the Upgradation of Boundary Wall at Upgradation of Boundary Wall at NSIC Technical Services Centre (NTSC), Japanigate, Balitikuri, Howrah - 711113

TERMS OF REFERENCE (TOR)

1.0 THE PROJECT

1.1 General Information

The National Small Industries Corporation Ltd (NSIC), A Government of India Enterprise, henceforth called as “Owner” proposes to upgrade the boundary wall at NSIC Technical Services Centre (NTSC), Howrah.

For upgradation of Boundary Wall at NSIC Technical Services Centre (NTSC), Howrah, NSIC intends to appoint an Executing Agency (“EA”) of repute with sufficient resources and experience for Project Development, Monitoring and Control for the work of upgradation of said boundary wall. The “EA” is expected to complete the project on Deposit Work basis conforming to the highest quality standards and shall adhere to time and cost management systems, within stipulated time frame and allocated budget for the project.

1.2 Requirements

Salient features of the proposed project are given as under:

a) Requirements:

Project Development, Monitoring and Control for the Upgradation of Boundary Wall at NSIC Technical Services Centre (NTSC), Howrah.

b) Proposed Work:

NTSC, Howrah is spread over an area of approx. 48 Acres and protected by boundary wall of approx. 3350 meter peripheral length. One side of plot area has boundary wall of about 1625 meter length of precast RCC members constructed around year 1962, is in quite dilapidated conditions and needs to be reconstructed. Other sides of boundary wall measuring approx. 1725 meter length have 2.00 meter height masonry work which was constructed around year 1990 is damaged at several places and needs to be repaired.

A sketch showing the damaged portion of boundary wall measuring 1625 meter length which is to be reconstructed and 1725 meter length which to be repaired is placed at **Annexure-A**.

c) Other requirements:

- i) The land use of the project site is industrial. The plot is owned by “Owner”/ NSIC. Now, to meet the requirements of NSIC, the “EA” shall be required to upgrade the boundary wall at NSIC Technical Services Centre (NTSC), Japanigate, Balitikuri, Howrah - 711113 on deposit work basis by engaging a contractor. The “EA” shall conduct the soil investigation at site, prepare the structural design & drawing of the boundary wall and get the said design & drawing vetted from a reputed Govt. Engineering College like IIT/ NIT/ Central University.
- ii) The “EA” shall also provide professional, objective and impartial advice and at all times hold the Owner’s interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

1.3 SCOPE & OBJECTIVES OF THE WORK

The main scope of the work includes:

- a. Execution of the Project.
- b. Work Programme : which shall distinguish clearly between the phases of :
 - i) Pre-Contract work Phase
 1. Project Conceptualization, Planning including Soil Investigation, Preparation of Design & Structural Drawing of the proposed boundary wall and getting the design & drawing vetted from a reputed Govt. Engineering College/ Institute like IIT/NIT/ Central University.
 2. Preparation of Detailed Specification, Bill of quantities and detailed estimate, contract documents, invitation of tenders.
 3. Selection for contractors/suppliers/specialized agencies on Fixed Rate Contract basis.
 - ii) Construction Phase
 1. Project Execution and Management
 - iii) Handing over of the work complete in all respect and Defects Correction Phase

For each phase, the program shall include an organization chart, an activity Bar Chart and a staffing schedule, consistent with the construction contract/information enclosed as a part of RFP document.

1.4 TERMS OF REFERENCE

1.4.1 DEFINITIONS

Unless the context otherwise requires, the following terms wherever used in this document have following meanings:

- (i) “Agreement” means an agreement executed by the Parties, together with all documents/Appendices attached hereto.
- (ii) “Applicable Law” means the provision of Indian Laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
- (iii) ‘Approval’ means approval in writing by the designated officer(s) of the “Owner” for that purpose.
- (iv) “Assignment” means the work to be performed by the Executing Agency (“EA”) for the purpose of the project as per the Description of requirement given above in clause 1.2 of Section-5 (TOR) of this RFP document.
- (v) “CTE” i.e. Chief Technical Examiner's Organization means the technical wing of the Central Vigilance Commission (India)
- (vi) “Competent Authority” means the Chairman-cum-Managing Director (CMD), of “Owner”/NSIC.
- (vii) “Contractor(s)/Supplier(s)/Vendor(s)” means any person or entity who are employed by Executing Agency for execution of the “Project” on behalf of the “Owner”.
- (viii) Corrupt practice means the offering, giving, receiving soliciting of anything of value to influence the action of a public official in the Agreement execution.
- (ix) “Data Sheet” means a portion of Section-2 (Information To Bidders) as contained in this RFP document.
- (x) “EA” means the “Executing Agency” appointed for the job.
- (xi) “Government” means the Government of India.
- (xii) “LCS” means Least Cost Selection method for Selection of Executing Agency
- (xiii) “Owner” means the “The National Small Industries Corporation Limited”.
- (xiv) “Party” means the “Owner” or the Executing Agency (“EA”), as the case may be, and “Parties” means both of them.

- (xv) "Personnel" means persons hired/deployed by the Executing Agency ("EA") as employees of Executing Agency and assigned to the performance of the Services or any part thereof.
- (xvi) "Third party" means any person or entity other than the "Owner" and the Executing Agency, whose services are availed or required for the said project.
- (xvii) "TOR" means "Terms of Reference" as contained in Section-5 of this RFP document.

1.4.2 GENERAL

- (i) These Terms of Reference shall be governed and construed in accordance with the Indian Laws.
- (ii) The "EA" shall be paid agency charges, plus GST and applicable Govt levies (if any) of the "Actual Cost" of works for execution of the Project on Deposit Work Basis. The agency charges shall be paid on the estimated cost approved by the "Owner" or the cost of contract to be awarded by the "EA" to the contractor or the completion cost, whichever is lower.

2.0 THE EXPRESSION "ACTUAL COST OF WORK" SHALL INCLUDE THE FOLLOWING:

- 2.1 Bonafide payments released by "EA" to the Contractor (s)/ Suppliers/Vendors or any specialized agency as agreed upon in the tender including any amount paid/payable to the contractors towards extra/substituted/deviated items/quantities arising on account of any changes/additional work required for the project as finalized by "EA" with the approval of Owner for the Upgradation of Boundary Wall at NSIC Technical Services Centre (NTSC), Howrah etc. inclusive of all applicable taxes (i.e. GST and any other Govt. levies/charges etc).
- 2.2 All costs of materials acquired for the project and used on the work, either directly or through the Contractors (s)/Vendor(s) including insurance, storage charges, cartage and any other incidental charges connected with such materials but excluding the material not incorporated or not handed over to the "Owner".
- 2.3 Expenditure incurred by "EA" on the following will be reimbursed to "EA" duly supported by Bills. However, Agency charges on such expenditure will not be eligible for payment.
 - 2.3.1 Actual expenditure incurred on preparation of master plan of the complex (if any) and testing of materials required for quality control of works not attributable and recoverable from the Contractors.

- 2.3.2 Legitimate expenses in getting approvals of any type from statutory authorities, if required.
- 2.3.3 Actual expenditure incurred on conducting the Soil Investigation at Site, as required.
- 2.3.4 Actual expenditure incurred in getting the design & drawing vetted from a reputed Govt. Engineering College/ Institute like IIT/NIT/ Central University.

3.0 THE ACTUAL COST OF WORK SHALL NOT INCLUDE:

- 3.1 Cost of land.
- 3.2 Any work undertaken by the “Owner” for which no inputs/ services have been provided by “EA”.
- 3.3 Cost paid by the “Owner” to local government or any other statutory body(ies) for any built services provided for the work (including but not exclusively items such as electric connection, transformers, and water supply, access road etc. if provided by such authorities).

4.0 RESPONSIBILITIES OF THE “EA”

- 4.1 The responsibilities of the “EA” shall include preliminary survey, soil investigation, preparation of structural design & drawing, getting the said structural drawing & design vetted from a reputed Govt. Engineering College/ Institute like IIT/NIT/Central University, supplying all drawings, designs, estimates and bills of quantities and rendering advice. “EA” will also submit comprehensive planning schedule for project management within fifteen days from the date of award of work.
- 4.2 In furtherance to the award of work and in order to comply with the terms and conditions of this Terms of Reference, the “EA” may engage the consultants for the purpose of drawing up of the concept plan of the project as also the finalization of the designs, drawings and specifications along with detailed estimates of the project based on the prevalent cost i.e. cost of the materials, labour wages and construction equipment, soil investigation, vetting of structural design & drawing from a reputed Govt. Engineering College like IIT/NIT/ Central University, survey, making presentation as per the Owner’s direction, etc. and all such expenses shall be borne by “EA”, which is not reimbursable by the “Owner”.
- 4.3 “EA” will submit the architectural concept plan designs with coloured perspective views and make presentation based on the conceptual plan as per owner’s direction and after getting approval of the same from the “Owner”, “EA” will prepare drawings, specifications, BOQ and detailed estimate based on the CPWD Schedule of Rates with updated cost indices. The “EA” will prepare structural designs considering the prevailing BIS codes

and relevant engineering practices. Responsibility for correctness/ accuracy of design and drawings will rest with “EA”. The “EA” shall ensure that the specifications to be followed for the work shall be generally in line with the standard CPWD specification and latest BIS specification and codes of practices as corrected up to the date of signing of the agreement. These estimates shall be taken as indicative cost.

- 4.4 “EA” shall forthwith take possession of the site from the “Owner” and shall nominate a team leader for executing the project, who shall be a responsible and experienced engineer. “EA” shall inform the name of the engineer at the time of submission of the estimate.
- 4.5 “EA” after having taken possession of the site/ premises shall forthwith explore the site for the presence of underground utility/ services, if any. In case any underground utility/ services are found at site which may in the opinion of “EA”, hinder the actual construction work then “EA” shall arrange to get the same diverted in coordination with the concerned local authority during the Pre-contract work phase so that the construction phase is not affected/ delayed. The actual cost incurred in shifting/ diverting of such underground utility/ services shall be reimbursed to the “EA” on production of receipts thereof from the concerned local authority. However, such expenditure shall not form a part of the actual cost of work and hence shall not be eligible for payment of any agency charges to “EA”.
- 4.6 “EA” shall give in writing the budgeted cash flow of the funds required in proportion to the work to be done during the year as required by the “Owner” from time to time. Otherwise “Owner” will not be responsible for delay in payment.
- 4.7 In case it is anticipated that the quantity (ies) of any items will undergo substantial variations due to change in design/specifications of any item due to site conditions or by any decision of the “Owner” which leads to increase in the detailed estimated cost as per clause No. 4.3 above, the “EA” shall immediately bring the same to the notice of the “Owner” and obtain written approval from the “Owner” thereof. “EA” shall also furnish full details and justifications supported by reasons for anticipated excess of quantities and expenditure thereof on works over the initial estimate given above.
- 4.8 However, during execution of the work if the anticipated cost exceeds the detailed estimate, depending upon any change in the constituents and their cost based on which the original estimate was prepared. “EA” shall submit revised estimates to the “Owner” and obtain its prior written approval of the revised estimate before incurring further expenses.
- 4.9 “EA” shall ensure that the contractor(s) deployed by it for the Construction as contemplated in this “Terms of Reference” comply with all the environmental norms for mitigation & prevention of air, noise and water

pollution as per the norms of Central/ State Pollution Control Board/ NGT orders/ Court orders/Any other Central or State Govt. Body' orders, as applicable.

- 4.10 After obtaining approval of the detailed cost estimate from the “Owner”, “EA” shall prepare the Notice Inviting Tender (NIT) for the purpose of inviting tenders from the contractor(s).
- 4.11 “EA” shall follow the standard CPWD contract forms for item rate tenders/ percentage rate tenders and CPWD general Conditions of Contract with suitable modifications approved by the Competent Authority of the “EA”. If any other contract form is to be followed, the same shall be discussed with the “Owner” and got approved in principle in writing before its issue. “EA” shall also insert a “Risk & Cost” Clause in the above contract form.
- 4.12 The “EA” shall be responsible for the structural safety of construction and proper workmanship. It will be the responsibility of “EA” to ensure that the work is executed strictly in accordance with the approved technical specifications and adopting effective quality control measures for the same.
- 4.13 “EA” shall follow proper purchase procedure for award of various works and shall comply with CVC guidelines and circulars issued time to time in this regard. “EA” shall invite tenders after due publicity by releasing the advertisement in the leading National Newspapers. However, no additional cost shall be paid to the “EA” for releasing the Notice Inviting Tenders. “Owner” shall nominate two representatives to be a part of the tender committee constituted by E.A. The representatives of the “Owner” will attend proceedings of the tender committee at appropriate stage for finalization of the tenders and recommendations thereof. All details of accepted tenders shall be furnished by the “EA” to the “Owner”.
- 4.14 “EA” shall award the work(s) to the contractor(s) within the approved estimates with the approval of the “Owner” on firm rate contract basis (without any escalation) including all services. The contractor/vendor/ supplier shall submit the bills to “EA”, raised in the name of “*Name of Executing Agency*”-A/c National Small Industries Corporation Ltd., Upgradation of Boundary Wall at NTSC, Howrah.
- 4.15 “EA” will make its best endeavor to reduce the cost of construction by any change/ substitution of specifications, construction methodology, value engineering or any innovative or economical design. Such reduction in the cost of construction shall be made with the prior written approval of the “Owner” without affecting/ prejudicing or endangering in any way the safety or security of the building.

- 4.16 The “EA” shall perform the services and carry out their obligation hereunder with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advance technology and safe and effective equipment, machinery, materials and methods. The “EA” shall always act, in respect of any matter relating to this document, or to the services, as faithful advisor to the “Owner”, and shall at all times support and safeguard the Owner’s interests in any dealing with contractors or third parties.
- 4.17 Before commencement of the works the “EA” shall ensure that the necessary insurance covers of the works, property, persons or any person as per law are taken in time by the contractor/sub contractor/suppliers/vendors till the project is handed over to the “Owner”.

The “EA” shall indemnify the “Owner” from any claims or damages or losses or from any liability whatsoever on the above account.

- 4.18 “EA” shall deduct 5% from every bill raised by contractor(s) for execution of works as Retention Money. The said Retention Money shall be retained in the deposit bank account maintained by “EA” and shall disclose the amount in the statement of Account submitted to the “Owner”. The Retention Money shall become due and payable to contractor(s) after 12 months from completion of all works under the scope of contract or expiry of the defect liability period or validity of agreement whichever is later. However, the contractor may substitute the 50% of Retention Money by bank guarantee after the completion of the work.
- 4.19 “EA” shall be solely responsible for obtaining the required Labour Registration as “Principal Employer” in its name from the Labour Department for all the contractor(s) to be deployed by them for the proposed construction work.

4.21 QUALITY CONTROL AND QUALITY ASSURANCE

- 4.21.1 “EA” shall ensure that the quality of work is executed as per specified specifications and norms such as CPWD specifications with updated correction slips, BIS codes, other specifications of Manufacturers/suppliers as specified for the project. The “Owner” however, shall be at liberty to specify the quality and standard of materials to be used in the construction work and the “EA” is bound by such directions. “EA” shall ensure routine testing in respect of cement, reinforcement/structural steel, Coarse & fine aggregates, cube tests of concrete, and other construction materials/ hardware is be carried out by the contractor(s)/supplier(s) as per BIS/CPWD specifications in recognized laboratory/institution and obtain copies of the test results and maintain a proper record which can be inspected and copies may be obtained on demand by the “Owner”.

- 4.21.2 Technical cell of “EA” shall also carry out periodic inspection/technical examination to ensure that the work carried out is of the specified quality and maintain proper record of test result and reports for inspection by the “Owner”.
- 4.21.3 The “Owner” shall however, be at liberty to appoint their advisor/ consultant/ technical person for coordination, to advise and oversee the project and his advice shall be followed by “EA”.
- 4.21.4 The “Owner” reserves the right to get the work technically checked/examined by its own officers or by any independent Government/Private agency.
- 4.21.5 The work will also be subject to the technical audit by the office of the Chief Technical Examiner (CTE) and it will be responsibility of “EA” to comply with all requirements. “EA” will be solely responsible for reply of any queries/ clarifications required by CTE with regard to quality of work and purchase procedure followed by “EA”.

4.22 PAYMENTS/DEPOSIT

- i) The “Owner” shall make the payments/deposits to “EA” by transfer of funds in a bank account (in a Nationalized/Scheduled commercial bank) to be opened by the “EA” in the name of *“Name of executing agency - A/c. The National Small Industries Corporation Ltd., Upgradation of Boundary Wall at NTSC, Howrah”* for purpose of construction of boundary wall at NTSC, Japanigate, Baltikuri, Howrah.
- ii) Any interest accrued in the bank account as referred at 4.22 (i) above shall be passed on to the “Owner”. “EA” will however ensure that the amount deposited in the bank as per above clause in the name of “EA” along with the interest accrued thereon shall be utilized only for the purpose of construction of this project.
- iii) In case it is observed that the amount deposited (along with the interest accrued thereon) by the “Owner” has been diverted by the “EA” to other works, and or any other purpose, further payment shall not be released by the “Owner”, until the quantum of work executed is brought/completed in proportion to the extent of payments already released.
- iv) An initial deposit up to 10% (ten percent only) of the already approved detailed estimated cost of the project submitted by “EA” as per clause No. 4.3 above will be deposited by “Owner” against written submission of advice of “EA” against furnishing of unconditional Bank Guarantee (BG) by “EA” issued by any Nationalized/Scheduled Commercial Bank. However, the said initial deposit shall be deposited in the designated bank account at the time of award of the work to their main contractor by the “EA”. Subsequent funds will be transferred against the duly certified running bills raised by the “EA” on the “Owner” as per actual work executed at site. The final bill, however, shall be adjusted only after completion of the work in all respect duly certified by “EA”. The “Owner” shall

have full powers to verify the entries recorded in Measurement Books. The said BG submitted by the “EA” shall be kept renewed till the completion & handing over of the project to the “Owner”.

- v) The “Owner” shall ensure that sufficient balance in the designated account is maintained subject to regular and timely submission of running/ final bills by the “EA”, so that work does not suffer on account of funds. The release of funds shall be as per the duly certified running/ final bills raised by “EA”.
- vi) The “EA” shall submit monthly Statement of Accounts supported by certified paid bills of Contractors / specialized agencies/suppliers/vendors for adjustment from the funds deposited with the “EA”. However, the “Owner” reserves the right to get the same checked/audited by its own officers or by an independent Government/Private agency.
- vii) Agency charges payable to “EA” shall be paid directly by “Owner” and the same will not be adjusted from funds deposited with “EA” subject to deduction of Retention Money as per clause 5.3 hereinafter within 4 (four) weeks after receipt of bills from “EA”.
- viii) The schedule for accrual of the Agency Charges payable to “EA” is given as under:-
 - a) 5% on submission of comprehensive planning schedule for project management and architectural concept plan.
 - b) 15% on submission of structural drawings, specifications and detailed cost estimates.
 - c) 10% on awarding work to the selected contractor after following established Purchase Procedure of “EA”.
 - d) Balance agency charges shall be paid commensurate with the value of work executed. From each running bill for agency charges, 30% of the bill amount shall be adjusted towards amounts earlier released as per clause (a) to (c) above. For any variation between the estimated value of work and the amount of the work actually executed, adjustment in respect of amounts at (a) to (c) shall be made at the time of release of pre-final/ final bill.
 - e) The payment at stage (a) to (c) shall be based initially on preliminary estimate. The payment at stage (d) shall be based on gross value of the certified work.

4.23 TIME OF COMPLETION

4.23.1 The “EA” shall submit the execution schedule with a completion period not

exceeding 8 months (including planning & construction).

4.23.2 The time shall be the essence of the contract, “EA” shall get the entire work completed in all respect by deployed contractors for and on behalf of the “Owner” within agreed execution schedule as referred in clause 4.23.1 above and handover the project in finished condition to the “Owner” from the date of the start of the work which shall be reckoned after 15 days from the date of handing over the site by the “Owner” to “EA” or date of signing of the agreement, whichever is later. If there is a delay in execution of work due to any unforeseen circumstance, the contract period will be extended accordingly.

4.23.3 In case of delay, which may occur due to the reasons beyond the control of “EA”, “EA” would approach the “Owner” with full details for extension of time limit for completion of the works. “Owner” reserves its right to take the appropriate decision on the merit of the case for Extension of Time (EOT).

4.23.4 On completion of the project the “EA” shall:

- i) Submit a final statement (for the complete project) along with original final bills of the contactors/suppliers/vendors etc. audited by a Chartered Accountant for settlement, and refund the excess deposit (if any) received by “EA”, “Owner” reserves the right to get the work and payments made and audited by its own officers or an independent government/ private Agency. After adjustment of the entire amount deposited by the “Owner”, any balance left in the designated bank account shall be paid to the “Owner”. Thereafter, the designated bank account will be closed with the approval of the “Owner”.
- ii) “EA” shall submit to the “Owner” all original guarantee/ warranty papers related to the specialized work such as anti-termite works, water-proofing works executed/ installed in respect of the project, as applicable. “EA” should also ensure that such guarantee/ warranty papers are transferred in the name of “Owner” if the period of cover is beyond the defect liability period.
- iii) On completion of the work, “EA” shall ensure to clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole site and works clean and in perfect condition to the satisfaction of the “Owner”. The “EA” will vacate the field office within two months of handing over of the project to “Owner” otherwise rent @ 200% per month of the prevailing market rate in the area will be charged from “EA”. However, the “Owner” shall provide an office to “EA” during defect liability period.
- iv) The “EA” shall hand over the project complete in all respect to the authorized representative of the “Owner” through its Authorized representative. The handing over document should be signed by representatives of both the Parties.

- v) Submit one Soft /five Hard Copies and one Reproducible Tracing Film (RTF) or soft copy in AutoCAD format of “As built drawings” with final executed bills of quantities along with copies of detailed measurements.

4.24 “EA” shall waive and agree not to Claim any lien against the work or the property on which it is performed. “EA” shall obligate its contractors and Vendors not to claim any such lien. “EA” and its contractors and vendors shall pay or cause to be paid when due, all bills for labour, materials, equipments or Services connected with the work, and shall not claim any lien or permit any lien to be asserted or claimed maintained against the project or any funds or Land involved in the project.

4.25 If any lien or encumbrance is asserted or claimed maintained in violation of clauses mentioned in RFP document/ Agreement, “EA” shall promptly proceed to have it removed. If “EA” fails to remove any such lien or encumbrance, then “Owner” may, but without obligation to do so, do everything necessary to have the lien or encumbrance removed, and “EA” shall pay all costs including legal fee incurred by “Owner” in connection therewith.

4.26 “EA” shall ensure that the title to all materials and supplies/delivered by contractor, together with all improvements and appurtenances constructed or placed by contractor, is free from any claims, lien, security, interest or charges.

4.27 INSURANCE:

Before commencement of the works the “EA” shall ensure all that the necessary insurance covers of the works, property, persons or any person as per law are taken in time by the contractors/sub-contractors and labour contractors. The “EA” shall indemnify the “Owner” from any claims whatsoever on the above account.

4.28 DAMAGE TO PERSONS OR PROPERTY:

4.28.1 “EA” shall ensure by inserting suitable clauses in the works contract with Contractor that (except and in so far as this Terms of Reference provides otherwise) the “Owner” get indemnified against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction of the project or in relation thereto.

4.28.2 “EA” shall ensure by inserting suitable clauses in the works contract with Contractor the observance of all Labour, Industrial, Provident Fund, Gratuity and other laws applicable in the matter and shall get the “Owner”

indemnified against the liability or damages or losses arising on observance of any such laws.

5.0 RIGHTS AND RESPONSIBILITIES OF THE “OWNER”

- 5.1 The “Owner” shall deposit in the deposit account opened as per clause 4.22 (i) and 4.22 (iv) above, equivalent to 10% (Ten percent) as an initial deposit of the approved detailed estimated cost of the project after written submission of the “EA” against furnishing of unconditional Bank Guarantee issued by any Nationalized/Scheduled Commercial Bank. However, the subsequent funds will be transferred in accordance with the clause No. 4.22 (iv) and against submission of statement of accounts for amount paid to contractor(s)/ suppliers / vendors / specialized agency etc. from the funds deposited with “EA” for execution of the project supported by trial balance for the month, copies of certified paid bills and statement of bank account and other relevant documents in support of payment made by “EA” in that month, subject to conditions mentioned in the clause 4.22 (iv).
- 5.2 The “EA” shall submit monthly statement of account in the format approved by “Owner” supported by duly checked and certified copies of paid Running Account Bills (RAB) of Contractors and original bills of specialized agencies/suppliers/vendors and in case of pre-final and final bills of the contractor(s) original certified paid bills will be submitted to the “Owner” along with statement of accounts for adjustment. All bills pertaining to the above project in the name of *“Name of executing agency - A/c. The National Small Industries Corporation Ltd., Upgradation of Boundary Wall at NTC, Howrah”* to be submitted to “Owner” for adjustment from the funds deposited with the “EA”. However, the “Owner” reserves the right to get the same checked/audited by its own officers or an independent Government/Private agency.
- 5.3 The “Owner” shall withhold 5% of the amount from every invoice / bill of agency charges claimed by “EA”, as Retention Money. 50 % of the total Retention Money shall be released to “EA” on the completion of all works under the scope of contract after completion and handing over the complete work in all respects and balance 50% (in the form of unconditional bank guarantee) of total retention money shall be released on completion of the defect liability period as per clause 11.0 or extended validity of agreement whichever is later. The said bank guarantee shall be kept renewed by the “EA” upto expiry of the defect liability period or validity of agreement whichever is later.
- 5.4 If in the interest of work, any items or materials are required to be procured much in advance, any extra amount required for the purpose shall be decided by the “Owner” in consultation with “EA” and paid in addition to deposit amount. The “Owner” shall endeavor to release all such amounts within 30 (thirty) days from the date of receipt of such written request from the “EA”.

- 5.5 The “Owner” will furnish hardcopy of layout plan of the plot.
- 5.6 The “Owner” will nominate a suitable Officer as the Coordinating Officer who shall perform the duties.
- 5.7 The “Owner” will hand over possession of land / Site to the “EA”. The “EA” will also take responsibility for demolition / disposal of existing boundary wall / structures, as required.
- 5.8 The “Owner” will communicate their decisions whenever referred to, within 15 working days of such a request from the “EA”.
- 5.9 The “Owner” shall pay the Agency charges to the “EA”, in line with the agreed payment schedule.
- 5.10 The “Owner” shall not be responsible for any liability arising out of EA’s contractual obligations with the EA’s architects, contractors, personnel, Sub-EAs, licensors, collaborators, vendors and subordinates who are engaged by the “EA” and whose remuneration / fees are paid by the “EA” from his Agency charges.
- 5.11 The “Owner” shall promptly take over the Works / Project facilities within 15 days from the date of certified completion in all aspects. If for any reason, the “Owner” is unable to comply with the above requirements within the period mentioned above, the “EA” shall allow the “Owner” to have a further period of another 15 days for the taking over of the works.

6.0 Taxes

“EA” shall deduct Income Tax or any other tax from the Contractor’s bills/Suppliers bills as per statutory obligation and arrange to deposit the recovered amount with the concerned Tax Authority. “Owner” will have no responsibility either for recovery of tax or deposit the tax with the concerned authorities and for issuance of tax deduction certificate for such deposit of taxes, duties etc. “EA” shall also keep the “Owner” indemnified from any consequences whatsoever which may arise due to delay/non-payment of the same and the “Owner” will not bear any expenditure whatsoever on this account.

Tax at source shall be deducted by “Owner” towards Income Tax, GST and any other tax as required by law, from the amount paid/ payable (including agency charges) to “EA”. “Owner” shall issues tax deduction certificate for such deposit of taxes.

7.0 LIQUIDATED DAMAGES

- 7.1 “EA” shall be liable to complete the work within stipulated period as mentioned in this document subject to condition stipulated in Para 4.23.

- 7.2 In case of delay due to default on part of deployed Contractors beyond the stipulated completion date (as per contract to be entered between the “EA” and the Contractors), the Executing Agency shall ensure recovery of compensation (not amounting to penalty) on behalf of “Owner” at the rate of not exceeding 0.5 % (half percent only) of the contract value per week subject to maximum of 10% (ten percent only) of contract value for reasons of delay attributable to the contractors. However, for justified extension of time granted by the “EA” and duly accepted by the “Owner” for reasons beyond the reasonable control of the Contractors, no compensation for delay shall be recovered by the “EA” for such extended period from the deployed Contractors.
- 7.3 Any compensation levied by “EA” due to non-fulfillment of any clause of the Agreement by the contractor or any such recovery from the contractor/suppliers/vendors for bad work or for any other reason whatsoever shall also be passed on to the “Owner”.
- 7.4 In case of delay due to default by “EA” against activities required to be executed by the “EA” (other than actual work by Contractor), “EA” shall be liable to pay the “Owner” compensation (not amounting to penalty) at the rate of not exceeding 0.5% (half percent only) of the total fee of the “EA” per week of delay subject to maximum of 10% (Ten percent only) of the total fee for reasons attributable to “EA”. However, for justified extension of time granted by the “Owner” for reasons beyond the reasonable control of “EA”, no compensation for delay shall be recovered by the “Owner” for such extended period from the “EA”.
- 7.5 “EA” shall insert a suitable clause in the agreement with the Contractors that if contractor is able to complete the work before expiry of the stipulated period, the “Owner” may give an incentive to the contractor to the maximum of 0.1% (zero point one percent) of the completed cost of the work per week subject to a maximum of 0.25% (zero point two five percent) of the completed work as per clause No.2.0.

8.0 Termination

The agreement may be terminated by the either party due to following reasons:-

- a) If the “Owner” / “EA” fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 13 hereof.
- b) “EA” shall refund to “Owner” the unutilized amount lying in the Bank Account and the amounts unaccounted for at the time of termination of agreement.
- c) If, as a result of Force Majeure, the “EA” / “Owner” fails to perform a material portion of the assignment for a period of not less than 30 (thirty) days.
- d) In case there is any change in the Constitution of the “EA”, the details will be promptly communicated to the “Owner”. In case the “Owner” is of the opinion

that this will affect the Performance of the “EA” under this Agreement, the “Owner” shall be entitled to terminate this Agreement after giving due notice of 30 (thirty) days and entrust the work to some other Agency.

- e) If the “EA” fail to remedy a failure in the performance of their obligations within thirty (30) days of receipt of such notice within such further period as the “Owner” may have subsequently approved in writing. However, all plans, drawings, specifications, designs, report and other documents prepared by the E.A. in performing the project shall become and remain the property of the “Owner” including the equipment and materials, if any, purchased by the E.A. with funds provided by the “Owner” shall be handed over to the “Owner” by the E.A. in working condition.
- f) If the “EA” become insolvent or bankrupt or enter into any agreement with their creditors for relief or debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- g) In case the funds deposited by the “Owner” are diverted to other works or for any other purpose.
- h) If the “EA” in the judgment of the “Owner” has engaged in corrupt or fraudulent practices in competing for the work or in executing the Agreement.
- i) In case of delay in execution of works for reasons attributable to “EA”, after assigning reasons in writing and by giving thirty days notice to “EA”.

In case of the Termination the “EA” shall not be entitled to claim any fees or compensation. Upon such termination, the Earnest Money Deposit, Retention Money already recovered from the “EA” as per clause No. 5.3 above and Performance Security as per clause No. 15 hereunder shall be liable to be forfeited and shall be absolutely at the disposal of the “Owner”. On termination of the agreement, the “Owner” shall take such whole, or balance or part of the work, as shall be unexecuted out of EA’s hand and give it to another Agency at the risk and cost of the “EA” to complete the work. The “EA”, whose contract is terminated as above, shall not be allowed to participate in the tendering process of the balance work.

9.0 Confidentiality:

The Executing Agency, the contractors or consultants and the personnel of either of them shall not, either during the currency of agreement or within two (2) years after the expiration of this agreement, disclose any information relating to the project, this agreement or the Owner’s business or operations without the prior written consent of the “Owner”

10.0 FORCE MAJEURE

10.1 Definition

- a) For the purpose of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of Parties, and which makes a Party’s

performance of its obligations hereunder impossible or so impractical as reasonably impossible in the circumstances and includes, act of God or the public enemy expropriation or confiscation of facilities by Government Authorities or in compliance with any order or request of any Government Authorities but is not limited to, war, riots, rebellion, sabotage, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action.

- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub Consultants or agent or employees nor (ii) any event which a diligent party could reasonably have been expected to both (A) take into account at the time of the conclusion of Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder:
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

10.2 Measures to be taken

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

10.3 Consultation

Not later than thirty (30 days) after the "EA", as a result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

10.4 Extension of Time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

11.0 DEFECT LIABILITY PERIOD

- 11.1 The "EA" shall ensure rectification of any defect (s) in the completed work within the defect liability period, which shall be for a period of 12 months from the date

of completion certificate issued by the “EA” to contractor(s)/ supplier(s)/vendor(s) etc.

- 11.2 Life Cycle Cost- The contractor (to be engaged by the “EA”) shall be responsible for safety, quality and soundness of the boundary wall including structural elements beyond maintenance/ defect liability period. The contractor shall have obligation to rectify such defects minimum up to 5 (five) years from the date of completion of work.
- 11.3 Any defects discovered and brought to the notice of the “Owner” during the period aforesaid shall be got rectified by “EA” through contractors. In the event of failure on the part of “EA” to rectify the defects, the same may without prejudice to the any other rights available under the provision of the law be, be rectified by the “Owner” for on behalf of “EA” and at the cost and expenses of the “EA”, after a notice thereof to “EA”
- 11.4 “EA” shall be fully responsible to defend any suits or arbitration cases arising out of the project/ work between “EA” and its contractor(s)/ suppliers and for settling the Claims/disputes, if any, made by the Works Contractors, keeping the “Owner” apprised/advised of the same. Where there is disagreement between the “EA” and the Works Contractor, such disputes shall be referred for Arbitration to an Arbitrator as provided for in the Works Contract between the “EA” acting for on behalf of the “Owner” as Agent and the Works Contractor. In cases where the Contractor resorts to settling his claims through an Arbitrator, the “EA” will defend the Arbitration case. The legal expenses incurred by “EA” for defending Arbitration/ Court Cases in connection with this work, shall be booked to the project cost as per actual based on the approved schedule of legal/ professional fee of the “EA”. However, no agency charges shall be paid to the “EA” on any claim amount passed by the Arbitrator/ Court in favour of Works Contractor(s).

Any amount becoming payable to the “EA” on account of counter claim, as a result of the Arbitrator’s award in respect of arbitration between the “EA” and the contractor, shall be passed to the “Owner”.

12.0 NOTICE

Any notice to be given hereunder will be sent by registered post/speed post/courier at the last known registered and/or head office address of either Party and shall be deemed to have been served at the time at which the letter would be delivered in the ordinary course of post.

13.0 DISPUTE RESOLUTION BETWEEN “OWNER” AND EXECUTING AGENCY (“EA”)

- 13.1 Both the Parties agree to make a good-faith effort to resolve any disagreement arising out of, or in connection with, this RFP/Agreement amicably through mutual consultation and negotiation. Should the Parties fail to resolve any such disagreement within thirty (30) days, any controversy or claim arising out of or relating to this RFP/Agreement, including, without limitation, the interpretation

or breach thereof. Failing this resolution, the dispute shall be resolved as per Clause 13.2 of this RFP/Agreement.

- 13.2 In the event of any dispute or difference relating to the interpretation and application of the provisions of this RFP/Agreement OR its annexures between the Parties, such dispute/difference shall be taken up by either Party for resolution through AMRCD as mentioned in DPE OM no. 05/0003/2019-FTS-10937 dated 14.12.2022.

14.0 REPORTS

The “EA” will prepare and submit the following reports to “Owner” on the format prepared by the “EA” and as approved by “Owner” (except for commencement report)

Sl No.	Report	Frequency	Due Date/Time	No. of Copies
1.	Commencement Report	One time	Within 15 days after commencement of services.	2
2.	Monthly Progress Report	Every month	10 th of the month	2
3.	Quarterly Progress Report	Every quarter	Within 10 days of commencement of following quarter	2
4.	Completion Report	One time	Within 15 days of completion of services/contract.	2

14.1 Commencement Report

The Commencement Report shall contain the details of all meetings held with the “Owner” and the “EA” and the decisions taken therein, the resources mobilized by the “EA” as well as the EA’s perception in the monitoring and control of the project planning / design / construction activities.

14.2 Progress Reports

The monthly and quarterly Progress Reports shall contain details of all meetings, decisions taken therein, mobilization of resources (“EA” and the contractor), Detailed compliance report of each activity, progress and the projected progress for the forthcoming periods. The Report shall clearly bring out the delays, if any reasons for such delay(s) and the effective steps taken towards the corrective measures.

14.3 Final Completion Report

The “EA” will prepare a comprehensive final completion report of the planning, designing, construction monitoring and control after completion of the work. The report shall incorporate summary of the method of supervision performed,

problems encountered and solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the “Owner”.

15.0 PERFORMANCE SECURITY

The “EA” shall be required to submit an acceptable Bank Guarantee for an amount equivalent to 5% (five percent only) of the accepted Agency Charges towards Performance Security within 21 days of signing the Agreement. The accepting agency charges will be calculated on the basis of preliminary estimated cost of the project worked out as per the latest CPWD Plinth Area Rates with updated cost index, if any. However, in the event the estimated cost of the project worked out as per clause No. 4.3 is higher than the preliminary estimated cost, the “EA” shall submit an additional bank guarantee for balance amount equivalent to differences in the estimated cost as mentioned above. The performance security shall be refunded to “EA” after completion of defect liability period or extended agreement period whichever is later

The “EA” shall insert suitable conditions in the works contract in appointment of contractors to ensure that contractors/vendors should provide performance guarantee(s) to the Executing Agency for 5% (five percent only) of the value of work/supply orders awarded/placed on the contractors/vendor/supplier and specialized agency (ies) etc. engaged for the execution of project within 21 days from the date of the placement of the work/supply orders. A copy of the same shall be submitted to the “Owner”. The validity of the Bank Guarantee(s) shall cover the entire duration of the Agreement period plus the defect liability period and extended agreement period. The “EA” as well as “Owner” shall approve the format of the Bank Guarantee (s). The Bank Guarantee(s) shall be released after satisfactory completion of the defect liability period or extended agreement period whichever is later. If the bank guarantee is invoked, the amount shall be transferred in account of the “Owner” under intimation to the “Owner”.

16.0 Conflict of Interest:

The Executing Agency (“EA”) shall not receive any remuneration in connection with the assignment except as provided in the Agreement/contract. The “EA” shall not engage in consulting activities that conflict with the interest of NSIC (“Owner”) under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the “Services” under the ongoing contract. It shall be a requirement of this contract that the “EA” shall provide professional, objective and impartial advice and at all times hold the NSIC’s interests paramount, without any consideration for future work, and that in providing advice they shall avoid conflicts with other assignments and their own corporate interests. The services of the “EA” shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place him in a position of being unable to carry out the assignment in the best interest of NSIC (“Owner”).

17.0 PROJECT REVIEW

17.1 The “Owner” shall constitute a Review Committee including representative

of “EA” to review the quarterly progress of the activities of the deployed contractors.

- 17.2 The “Owner” shall constitute a review Committee to review the quarterly progress of the activities of “EA”. The Review Committee will assess the performance of the “EA” and the various activities under the Firm/Fixed Rate Construction Agreements and suggest corrective measures, if required.

FORMATS OF AGREEMENT & BGs

PERFORMA OF AGREEMENT

This Agreement (hereinafter called the “Agreement”) is made on this _____ day of _____ 2023.

BETWEEN

The NATIONAL SMALL INDUSTRIES CORPORATION LIMITED, A Govt. of India Enterprise and a Govt. Company within the provision of Companies Act-1956 having its registered office at “NSIC Bhawan” Okhla Industrial Estate, New Delhi-110020 (Hereinafter called the “Owner”), on the one part,

AND

“Name of Executing agency”, incorporated under the provisions of Companies Act-1956 having its registered office at (hereinafter called the “Executing Agency” (“EA”) on the other part.

WHEREAS

a) The “Owner” intends to Upgrade the Boundary Wall at NSIC Technical Services Centre (NTSC), Japanigate, Baltikuri, Howrah - 711113 as defined in this Agreement (hereinafter called the “Project”).

b) The “Owner” has appointed M/s. “Name of Executing agency” as the Executing Agency for Project Development, Monitoring and Control for the upgradation of Boundary Wall at NSIC Technical Services Centre (NTSC), Japanigate, Baltikuri, Howrah - 711113 on Deposit work basis vide letter of award no: Dated Annexed as Annexure-1.

c) The Executing Agency (“EA”), having represented to the “Owner” vide their letter No. : Datedthat they have the required professional skills, personnel and technical resources have agreed to take up the assignment on the terms and conditions mentioned in the Request for Proposal (RFP) document annexed as Annexure “II” and Terms & Conditions set forth in the Agreement. (Hereinafter called the “Assignment”)

NOW THEREFORE the Parties hereby agree as follows:-

CONDITIONS OF AGREEMENT

1.0 GENERAL PROVISIONS:

1.1 Definitions

Unless the context otherwise requires, the following terms wherever used in this Agreement have following meanings:

- a) "Agreement" means an agreement executed by the Parties, together with all documents/Appendices attached hereto.
- b) "Applicable Law" means the provision of Indian Laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
- c) 'Approval' means approval in writing by the designated officer(s) of the "Owner" for that purpose.
- d) "Assignment" means the work to be performed by the Executing Agency ("EA") for the purpose of the project as per the Description of requirement given above in clause 1.2 of Section-5 (TOR) of this RFP document.
- e) "CTE" i.e. Chief Technical Examiner's Organization means the technical wing of the Central Vigilance Commission (India)
- f) "Competent Authority" means the Chairman-cum-Managing Director (CMD), of "Owner"/NSIC.
- g) "Contractor(s)/Supplier(s)/Vendor(s)" means any person or entity who are employed by Executing Agency for execution of the "Project" on behalf of the "Owner".
- h) Corrupt practice means the offering, giving, receiving soliciting of anything of value to influence the action of a public official in the Agreement execution.
- i) "Data Sheet" means a portion of Section-2 (Information To Bidders) as contained in this RFP document.
- j) "EA" means the "Executing Agency" appointed for the job.
- k) "Government" means the Government of India.
- l) "LCS" means Least Cost Selection method for Selection of Executing Agency
- m) "Owner" means the "The National Small Industries Corporation Limited".
- n) "Party" means the "Owner" or the Executing Agency ("EA"), as the case may be, and "Parties" means both of them.

- o) "Personnel" means persons hired/deployed by the Executing Agency ("EA") as employees of Executing Agency and assigned to the performance of the Services or any part thereof.
- p) "Third party" means any person or entity other than the "Owner" and the Executing Agency, whose services are availed or required for the said project.

1.2 Relations between the Parties

Nothing contained/referred herein shall be construed as establishing a relation of master and servant or of agent and principal, and as employee and employer between the "Owner" and the Executing Agency. The Executing Agency, subject to this Agreement, shall engage/deploy the personnel in order to complete the said project and the personnel engaged/deployed by the said Executing Agency shall be employee of the Executing Agency and not the employee of the "Owner" in any manner and the "Owner" shall not be in any way be liable for any kind of responsibility/liability including statutory liability for the said personnel and for the Executing Agency.

1.3 Law Governing Agreement

The Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of the Government of India.

1.4 Language

This Agreement has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement.

1.5 Headings

The headings shall not limit, alter or affect the meaning of this Agreement.

1.6 Notices

- 1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice, request or consent shall deem to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or courier or e-mail to such Party at the addresses specified as under:

For the "Owner":

Attention: Chief General Manager (SG)-(Works)
The National Small Industries Corpn. Ltd.,
"NSIC Bhawan", Okhla Industrial Estate,
New Delhi - 110020.

Telephone: (011)-26920911
email: navinchopra@nsic.co.in

For the Executing Agency:

Attention:
.....
.....

Telephone :
email:

1.6.2 Notice will be deemed to be effective as follows:

- a) In the case of personal delivery or registered mail or courier on delivery;
- b) In the case of emails, (24) hours following confirmed transmission.

1.7 Location

The Assignment shall be performed at such locations as are specified in **Annexure-III** hereto and, where the location of a particular task is not so specified at such locations, in NSIC Technical Services Centre (NTSC), Japanigate, Baltikuri, Howrah - 711113 as the “Owner” may approve.

1.8 Authorized Representatives

Any action required or permitted to be taken and any document required or permitted to be executed under the Agreement by the “Owner” or the Executing Agency to be taken or executed by the officials as under:

For the “Owner” : Chief General Manager (SG)-(Works) or a designated / authorized officer of NSIC
For the Executing Agency :
.....

2.0 COMMENCEMENT, COMPLETION, MODIFICATION & TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreements

This Agreement shall come into force and effect on the date of signing of the Agreement.

2.2 The Termination of Agreement for failure to become effective

If work is not started under this Agreement on account of not starting the work by the “EA” within 15 days from the stipulated date of start of work, then the “Owner” may declare the termination of this Agreement by serving a 15 days written notice to the Executing Agency, and the Executing Agency in such event

shall be liable for the delay in executing the work and loss caused to the “Owner”.

2.3 Date of Start of Work

The date of the start of the work shall be reckoned after 15 days from the date of handing over the site by the “Owner” to “EA” or date of signing of the Agreement, whichever is later.

2.4 Expiration of Agreement

Unless extended by mutual consent of both the “Owner” and the “EA”, this Agreement will be valid for an extended period of 60 days beyond the date when the Defects Liability Period for the Works Contract will expire. Before the expiry of the Time limit specified above, the “EA” shall arrange for the following to the extent they are under the control of the “EA”.

- i) Finalization of accounts and closing Works Contracts and furnishing 4 copies of finalized Accounts along with 4 copies of “As Built” drawings.
- ii) Handing over to the “Owner”, Guarantee Bond for Specialized Works and Insurance Policies on Works if any.
- iii) Settlement of Claims from the Works Contractor.

2.5 Termination

The Agreement may be terminated by the either Party due to following reasons:-

- a) If the “Owner” fails to pay any amount due, other than the disputed amount to Executing Agency pursuant to the Agreement within forty five (45) days after receiving written notice from the “EA” that such payment is overdue.
- b) If the Parties (“Owner” / “EA”) fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 17 hereof;
- c) “EA” shall refund to “Owner” the unutilized amount lying in the Bank Account and the amounts unaccounted for at the time of termination of agreement.
- d) If, as a result of Force Majeure, the Parties (“EA” / “Owner”) fails to perform a material portion of the assignment for a period of not less than 30 (thirty) days.
- e) In case there is any change in the Constitution of the “EA”, the details will be promptly communicated to the “Owner”. In case the “Owner” is of the opinion that this will affect the Performance of the “EA”s under this Agreement, the “Owner” shall be entitled to terminate this Agreement after giving due notice of 30 (thirty) days and entrust the work to some other Agency at the cost and risk of “EA”.

- f) If the “EA” fail to remedy a failure in the performance of their obligations within thirty (30) days of receipt of such notice within such further period as the “Owner” may have subsequently approved in writing. However, all plans, drawings, specifications, designs, report and other documents prepared by the E.A. in performing the project shall become and remain the property of the “Owner” including the equipment and materials, if any, purchased by the E.A. with funds provided by the “Owner” shall be handed over to the “Owner” by the E.A. in working condition.
- g) If the “EA” become insolvent or bankrupt or enter into any agreement with their creditors for relief or debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- h) In case the funds deposited by the “Owner” are diverted to other works or for any other purpose.
- i) If the “EA” in the judgment of the “Owner” has engaged in corrupt or fraudulent practices in completing for or in executing the Agreement.
- j) In case of delay in execution of works for reasons attributable to “EA”, after assigning reasons in writing and by giving thirty days notice to “EA”.

In case of the Termination the “EA” shall not be entitled to claim any fees or compensation. Upon such termination, the Retention Money already recovered from the “EA” as per clause No. 10.3 and Performance Security as per clause No. 19 hereunder shall be liable to be forfeited and shall be absolutely at the disposal of the “Owner”. On termination of the Agreement, the “Owner” shall take such whole, or balance or part of the work, as shall be unexecuted out of EA’s hand and give it to another Agency at the risk and cost of the “EA” to complete the work. The “EA”, whose contract is terminated as above, shall not be allowed to participate in the tendering process of the balance work.

2.6 Confidentiality:

The Executing Agency (“EA”), the contractors or consultants and the personnel of either of them shall not, either during the currency of Agreement or within two (2) years after the expiration of this Agreement, disclose any proprietary or confidential information relating to the project, this agreement or the Owner’s business or operations without the prior written consent of the “Owner”

2.7 Accounting, Inspection and Auditing

The Executing Agency (“EA”) shall keep accurate and systematic account and records of the assignment, in accordance with accepted accounting principles and in such form and details as clearly identified all relevant time charges and cost, and the basis thereof. The “Owner” or its designated representatives periodically and up to one year from the expiration or termination of this Agreement, shall have full right to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the “Owner”.

3.0 THE PROJECT

3.1 General Information

The National Small Industries Corporation Ltd (NSIC), A Government of India Enterprise, henceforth called as “Owner” proposes to upgrade the boundary wall at NSIC Technical Services Centre (NTSC), Howrah.

For upgradation of Boundary Wall at NSIC Technical Services Centre (NTSC), Howrah, NSIC intends to appoint an Executing Agency (“EA”) of repute with sufficient resources and experience for Project Development, Monitoring and Control for the work of upgradation of said boundary wall. The “EA” is expected to complete the project on Deposit Work basis conforming to the highest quality standards and shall adhere to time and cost management systems, within stipulated time frame and allocated budget for the project.

3.2 Requirements

Salient features of the proposed project are given as under:

a) Requirements:

Project Development, Monitoring and Control for the Upgradation of Boundary Wall at NSIC Technical Services Centre (NTSC), Howrah.

b) Proposed Work:

NTSC, Howrah is spread over an area of approx. 48 Acres and protected by boundary wall of approx. 3350 meter peripheral length. One side of plot area has boundary wall of about 1625 meter length of precast RCC members constructed around year 1962, is in quite dilapidated conditions and needs to be reconstructed. Other sides of boundary wall measuring approx. 1725 meter length have 2.00 meter height masonry work which was constructed around year 1990 is damaged at several places and needs to be repaired.

A sketch showing the damaged portion of boundary wall measuring 1625 meter length which is to be reconstructed and 1725 meter length which to be repaired is placed at **Annexure-A**.

c) Other requirements:

- i) The land use of the project site is industrial. The plot is owned by “Owner”/ NSIC. Now, to meet the requirements of NSIC, the “EA” shall be required to upgrade the boundary wall at NSIC Technical Services Centre (NTSC), Japanigate, Balitikuri, Howrah - 711113 on deposit work basis by engaging a contractor. The “EA” shall conduct the soil investigation at site, prepare the structural design & drawing of the boundary wall and get the said design & drawing vetted from a reputed Govt. Engineering College like IIT/ NIT/ Central University.
- ii) The “EA” shall also provide professional, objective and impartial advice and at all times hold the Owner’s interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

4.0 THE EXPRESSION “ACTUAL COST OF WORK” SHALL INCLUDE THE FOLLOWING:

- 4.1 Bonafide payments released by “EA” to the Contractor (s)/ Suppliers/Vendors or any specialized agency as agreed upon in the tender including any amount paid/payable to the contractors towards extra/substituted/deviated items/quantities arising on account of any changes/additional work required for the project as finalized by “EA” with the approval of for the Construction of the building and services, internal and external electrification and development of land (Soft/Hard Landscaping) etc. inclusive of all applicable taxes (i.e. GST and any other Govt. levies/charges etc).
- 4.2 All costs of materials acquired for the project and used on the work, either directly or through the Contractors (s)/Vendor(s) including insurance, storage charges, cartage and any other incidental charges connected with such materials but excluding the material not incorporated or not handed over to the “Owner”.
- 4.3 Expenditure incurred by “EA” on the following will be reimbursed to “EA” duly supported by Bills. However, Agency charges on such expenditure will not be eligible for payment.
 - 4.3.1 Actual expenditure incurred on preparation of master plan of the complex (if any) and testing of materials required for quality control of works not attributable and recoverable from the Contractors.
 - 4.3.2 Legitimate expenses in getting approvals of any type from statutory authorities.
 - 4.3.3 Actual expenditure incurred on conducting the Soil Investigation at Site, as required.
 - 4.3.4 Actual expenditure incurred in getting the design & drawing vetted from a reputed Govt. Engineering College/ Institute like IIT/NIT/ Central University.

5.0 THE ACTUAL COST OF WORK SHALL NOT INCLUDE

- 5.1 Cost of land.
- 5.2 Any work undertaken by the “Owner” for which no inputs/ services have been provided by “EA”.
- 5.3 Cost paid by the “Owner” to local government or any other statutory body (ies) for any built in services provided for the work (including but not exclusively items such as electric connection, transformers, and water supply, access road if provided by such authorities).

6.0 Agency Charges

The “EA” shall be paid agency charges @ (..... percent only) plus GST and applicable Govt levies (if any) of the “Actual Cost” of works as defined in clause 4.0 for execution of the Project on Deposit Work Basis. The agency charges shall be paid on the estimated cost approved by the “Owner” or the cost of contract to be awarded by the “EA” to the contractor or the completion cost, whichever is lower. The cost of project shall be arrived at on the basis of clause 4 hereinbefore.

7.0 RESPONSIBILITIES OF THE “EA”

7.1 The responsibilities of the “EA” shall include preliminary survey, soil investigation, preparation of structural design & drawing, getting the said structural drawing & design vetted from a reputed Govt. Engineering College/ Institute like IIT/NIT/Central University, supplying all drawings, designs, estimates and bills of quantities and rendering advice. “EA” will also submit comprehensive planning schedule for project management within fifteen days from the date of award of work.

7.2 In furtherance to the award of work and in order to comply with the terms and conditions of this Agreement, the “EA” may engage the consultants for the purpose of drawing up of the concept plan of the project as also the finalization of the designs, drawings and specifications along with detailed estimates of the project based on the prevalent cost i.e. cost of the materials, labour wages and construction equipment, soil investigation, vetting of structural design & drawing from a reputed Govt. Engineering College like IIT/NIT/ Central University, survey, making presentation as per the Owner’s direction, etc. and all such expenses shall be borne by “EA”, which is not reimbursable by the “Owner”.

7.3 “EA” will submit the architectural concept plan designs with coloured perspective views and make presentation based on the conceptual plan as per Owner’s direction and after getting approval of the same from the “Owner”, “EA” will prepare drawings, specifications, BOQ and detailed estimate based on the CPWD Schedule of Rates with updated cost indices. The “EA” will prepare structural designs considering the prevailing BIS codes and relevant engineering practices. Responsibility for correctness/ accuracy of design and drawings will rest with “EA”. The “EA” shall ensure that the specifications to be followed for the work shall be generally in line with the standard CPWD specification and latest BIS specification and codes of practices as corrected up to the date of signing of the agreement. These estimates shall be taken as indicative cost.

7.4 “EA” shall forthwith take possession of the site from the “Owner” and shall nominate a team leader for executing the project, who shall be a responsible and experienced engineer. “EA” shall inform the name of the engineer at the time of submission of the estimate.

- 7.5 “EA” after having taken possession of the site/ premises shall forthwith explore the site for the presence of underground utility/ services, if any. In case any underground utility/ services are found at site which may in the opinion of “EA”, hinder the actual construction work then “EA” shall arrange to get the same diverted in coordination with the concerned local authority during the Pre-contract work phase so that the construction phase is not affected/ delayed. The actual cost incurred in shifting/ diverting of such underground utility/ services shall be reimbursed to the “EA” on production of receipts thereof from the concerned local authority. However, such expenditure shall not form a part of the actual cost of work and hence shall not be eligible for payment of any agency charges to “EA”.
- 7.6 “EA” shall give in writing the budgeted cash flow of the funds required in proportion to the work to be done during the year as required by the “Owner” from time to time. Otherwise “Owner” will not be responsible for delay in payment.
- 7.7 In case it is anticipated that the quantity (ies) of any items will undergo substantial variations due to change in design/specifications of any item due to site conditions or by any decision of the “Owner” which leads to increase in the detailed estimated cost as per clause No. 7.3 above, the “EA” shall immediately bring the same to the notice of the “Owner” and obtain written approval from the “Owner” thereof. “EA” shall also furnish full details and justifications supported by reasons for anticipated excess of quantities and expenditure thereof on works over the initial estimate given above.
- 7.8 However, during execution of the work if the anticipated cost exceeds the detailed estimate, depending upon any change in the constituents and their cost based on which the original estimate was prepared. “EA” shall submit revised estimates to the “Owner” and obtain its prior written approval of the revised estimate before incurring further expenses.
- 7.9 “EA” shall ensure that the contractor(s) deployed by it for the Construction as contemplated in this Agreement comply with all the environmental norms for mitigation & prevention of air, noise and water pollution as per the norms of Central/ State Pollution Control Board/ NGT orders/ Court orders/Any other Central or State Govt. Body’s orders, as applicable.
- 7.10 After obtaining approval of the detailed cost estimate from the “Owner”, “EA” shall prepare the Notice Inviting Tender (NIT) for the purpose of inviting tenders from the contractor(s).
- 7.11 “EA” shall follow the standard CPWD contract forms for item rate tenders/ percentage rate tenders and CPWD general Conditions of Contract with suitable modifications approved by the Competent Authority of the “EA”. If any other contract form is to be followed, the same shall be discussed

with the “Owner” and got approved in principle in writing before its issue. “EA” shall also insert a “Risk & Cost” Clause in the above contract form.

- 7.12 The “EA” shall be responsible for the structural safety of construction, proper workmanship. It will be the responsibility of “EA” to ensure that the work is executed strictly in accordance with the approved technical specifications and adopting effective quality control measures for the same.
- 7.13 “EA” shall follow proper purchase procedure for award of various works and shall comply with CVC guidelines and circulars issued time to time in this regard. “EA” shall invite tenders after due publicity by releasing the advertisement in the leading National News-papers. However, no additional cost shall be paid to the “EA” for releasing the Notice Inviting Tenders. “Owner” shall nominate two representatives to be a part of the tender committee constituted by “EA”. The representatives of the “Owner” will attend proceedings of the tender committee at appropriate stage for finalization of the tenders and recommendations thereof. All details of accepted tenders shall be furnished by the “EA” to the “Owner”.
- 7.14 “EA” shall award the work(s) to the contractor(s) within the approved estimates with the approval of the “Owner” on firm rate contract basis (without any escalation) including all services. The contractor/vendor/supplier shall submit the bills to “EA”, raised in the name of “*Name of Executing Agency*”-A/c National Small Industries Corporation Ltd., Upgradation of Boundary Wall at NTSC, Howrah.
- 7.15 “EA” will make its best endeavor to reduce the cost of construction by any change/ substitution of specifications, construction methodology, value engineering or any innovative or economical design. Such reduction in the cost of construction shall be made with the prior written approval of the “Owner” without affecting/ prejudicing or endangering in any way the safety or security of the building.
- 7.16 The “EA” shall perform the services and carry out their obligation hereunder with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advance technology and safe and effective equipment, machinery, materials and methods. The “EA” shall always act, in respect of any matter relating to this document, or to the services, as faithful advisor to the “Owner”, and shall at all times support and safeguard the Owner’s interests in any dealing with contractors or third parties.
- 7.17 Before commencement of the works the “EA” shall ensure that the necessary insurance covers of the works, property, persons or any persons as per law are taken in time by the contractor/ sub-contractor/ vendors till the project is handed over to the “Owner”.

The “EA” shall indemnify the Owner from any claims or damages or losses whatsoever on the above account.

7.18 “EA” shall deduct 5% from every bill raised by contractor(s) for execution of works as Retention Money. The said Retention Money shall be retained in the deposit bank account maintained by “EA” and shall disclose the amount in the statement of Account submitted to the “Owner”. The Retention Money shall become due and payable to contractor(s) after 12 months from completion of all works under the scope of contract or expiry of the defect liability period or validity of agreement whichever is later. However, the contractor may substitute the 50% of retention money by bank guarantee after the completion of the work.

7.19 “EA” shall be solely responsible for obtaining the required Labour Registration as “Principal Employer” in its name from the Labour Department for all the contractor(s) to be deployed by them for the proposed construction work.

8.0 PAYMENTS/DEPOSIT

- i) The “Owner” shall make the payments/deposits to “EA” by transfer of funds in a bank account (in a Nationalised/Scheduled commercial bank) to be opened by the “EA” in the name of *“Name of executing agency - A/c. The National Small Industries Corporation Ltd., Upgradation of Boundary Wall at NTSC, Howrah”* for purpose of construction of boundary wall at NTSC, Japanigate, Baltikuri, Howrah.
- ii) Any interest accrued in the bank account as referred at para -8 (i) above shall be passed on to the “Owner”. “EA” will however ensure that the amount deposited in the bank as per above clause in the name of “EA” along with the interest accrued thereon shall be utilized only for the purpose of construction of this project.
- iii) In case it is observed that the amount deposited (along with the interest accrued thereon) by the “Owner” has been diverted by the “EA” to other works, and or any other purpose, further payment shall not be released by the “Owner”, until the quantum of work executed is brought/completed in proportion to the extent of payments already released.
- iv) An initial deposit up to 10% (ten percent only) of the already approved detailed estimated cost of the project submitted by “EA” as per clause No. 7.3 above will be deposited against written submission of advice of “EA” against furnishing of unconditional Bank Guarantee (BG) issued by any Nationalised/Scheduled Commercial Bank. However, the said initial deposit shall be deposited in the designated bank account at the time of award of the work to their main contractor by the “EA”. Subsequent funds will be

transferred against the duly certified running bills raised by the “EA” on the “Owner” as per actual work executed at site. The final bill, however, shall be adjusted only after completion of the work in all respect duly certified by “EA”. The “Owner” shall have full powers to verify the entries recorded in Measurement Books. The said BG submitted by the “EA” shall be kept renewed till the completion & handing over of the project to the “Owner”.

- v) The “Owner” shall ensure that sufficient balance in the designated account is maintained subject to regular and timely submission of running/ final bills by the “EA”, so that work does not suffer on account of funds. The release of funds shall be as per the duly certified running/ final bills raised by “EA”.
- vi) The “EA” shall submit monthly Statement of Accounts supported by certified paid bills of Contractors / specialized agencies/suppliers/vendors for adjustment from the funds deposited with the “EA”. However, the “Owner” reserves the right to get the same checked/audited by its own officers or by an independent Government/Private agency.
- vii) Agency charges payable to “EA” shall be paid directly by “Owner” and the same will not be adjusted from funds deposited with “EA” subject to deduction of Retention Money as per clause 10.3 below within 4 (four) weeks after receipt of bills from “EA”.
- viii) The schedule for accrual of the Agency Charges payable to “EA” is given as under:-
 - a) 5% on submission of comprehensive planning schedule for project management and architectural concept plan.
 - b) 15% on submission of structural drawings, specifications and detailed cost estimates.
 - c) 10% on awarding work to the selected contractor after following established Purchase Procedure of “EA”.
 - d) Balance agency charges shall be paid commensurate with the value of work executed. From each running bill for agency charges, 30% of the bill amount shall be adjusted towards amounts earlier released as per clause (a) to (c) above. For any variation between the estimated value of work and the amount of the work actually executed, adjustment in respect of amounts at (a) to (c) shall be made at the time of release of pre-final/ final bill.
 - e) The payment at stage (a) to (c) shall be based initially on preliminary estimate. The payment at stage (d) shall be based on gross value of the certified work.

9.0 QUALITY CONTROL AND QUALITY ASSURANCE

- 9.1 “EA” shall ensure that the quality of work is executed as per specified specifications and norms such as CPWD specifications with updated correction slips, BIS codes, other specifications of Manufacturers/suppliers as specified for the project. The “Owner” however, shall be at liberty to specify the quality and standard of materials to be used in the construction work and the “EA” is bound by such direction. “EA” shall ensure routine testing in respect of cement, reinforcement/structural steel, Coarse & fine aggregates, cube tests of concrete, and other building materials/ hardware is be carried out by the Contractors (s)/supplier(s) as per BIS/CPWD specifications in recognized laboratory/institution and obtain copies of the test results and maintain a proper record which can be inspected and copies may be obtained on demand by the “Owner”.
- 9.2 Technical cell of “EA” shall also carry out periodic inspection/technical examination to ensure that the work carried out is of the specified quality and maintain proper record of test result and reports for inspection by the “Owner”.
- 9.3 The “Owner” shall however, be at liberty to appoint their advisor/consultant/technical person for coordination, to advise and oversee the project and his advice shall be followed by “EA”.
- 9.4 The “Owner” reserves the right to get the work technically checked / examined by its own officers or by an independent Government/Private agency.
- 9.5 The work will also be subject to the technical audit by the office of the Chief Technical Examiner (CTE) and it will be responsibility of “EA” to comply with all requirements. “EA” will be solely responsible for reply of any queries/ clarifications required by CTE with regard to quality of work and purchase procedure followed by “EA”.

10.0 RIGHTS AND RESPONSIBILITIES OF THE “OWNER”

- 10.1 The “Owner” shall deposit in the deposit account opened as per clause 8 (i) and 8 (iv) above, equivalent to 10% (Ten percent) as an initial deposit of the approved detailed estimated cost of the project after written submission of the “EA” against furnishing of unconditional Bank Guarantee issued by any Nationalised/Scheduled Commercial Bank. However, the subsequent funds will be transferred in accordance with the clause No. 8 (iv) and against submission of statement of accounts for amount paid to contractor(s)/ suppliers / vendors / specialized agency etc. from the funds deposited with “EA” for execution of the project supported by trial balance for the month, copies of certified paid bills and statement of bank account and other relevant documents in support of payment made by “EA” in that month, subject to conditions mentioned in the clause 8 (iv).

- 10.2 The “EA” shall submit monthly statement of account in the format approved by “Owner” supported by duly checked and certified copies of paid Running Account Bills (RAB) of Contractors and original bills of specialized agencies/suppliers/vendors and in case of pre-final and final bills of the contractor(s) original certified paid bills will be submitted to the “Owner” along with statement of accounts for adjustment. All bills pertaining to the above project in the name of *“Name of executing agency - A/c. The National Small Industries Corporation Ltd., Upgradation of Boundary Wall at NTSC, Howrah”* to be submitted to “Owner” for adjustment from the funds deposited with the “EA”. However, the “Owner” reserves the right to get the same checked/audited by its own officers or an independent Government/Private agency.
- 10.3 The “Owner” shall withhold 5% of the amount from every invoice / bill of agency charges claimed by “EA”, as Retention Money 50 % of the total Retention Money shall be released to “EA” on the completion of all works under the scope of contract after completion and handing over the complete building in all respects and balance 50% (in the form of unconditional bank guarantee) of total retention money shall be released on completion of the defect liability period as per clause 16.0 or extended validity of agreement whichever is later. The said bank guarantee shall be kept renewed by the “EA” upto expiry of the defect liability period or validity of agreement whichever is later.
- 10.4 If in the interest of work, any items or materials are required to be procured much in advance, any extra amount required for the purpose shall be decided by the “Owner” in consultation with “EA” and paid in addition to deposit amount. The “Owner” shall endeavor to release all such amounts within 30 (thirty) days from the date of receipt of such written request from the “EA”.
- 10.5 The “Owner” will furnish layout plan of the existing structures, if any, and services, if any, in the area where new Works are proposed.
- 10.6 The “Owner” will nominate a suitable Officer as the Coordinating Officer who shall perform the duties.
- 10.7 The “Owner” will hand over vacant possession of land / Site to the “EA”. The “EA” will also take responsibility for demolition / disposal of existing boundary wall / structures, if any.
- 10.8 The “Owner” will communicate their decisions whenever referred to, within 15 working days of such a request from the “EA”.
- 10.9 The “Owner” shall pay the Agency charges to the “EA”, in line with the agreed payment schedule.

- 10.10 The “Owner” shall not be responsible for any liability arising out of EA’s contractual obligations with the EA’s architects, contractors, personnel, Sub-EAs, licensors, collaborators, vendors and subordinates who are engaged by the “EA” and whose remuneration / fees are paid by the “EA” from his Agency charges.
- 10.11 The “Owner” shall promptly take over the Works / Project facilities within 15 days from the date of certified completion in all aspects. If for any reason, the “Owner” is unable to comply with the above requirements within the period mentioned above, the “EA” shall allow the “Owner” to have a further period of another 15 days for the taking over of the works. If the “Owner” fails to take over even within the extended period, the “EA” shall become eligible to claim extra fees as may be mutually agreed between the Parties.

11.0 Taxes

“EA” shall deduct Income Tax or any other tax from the Contractor’s bills/Suppliers bills as per statutory obligation and arrange to deposit the recovered amount with the concerned Tax Authority. “Owner” will have no responsibility either for recovery of tax or deposit the tax with the concerned authorities and for issuance of tax deduction certificate for such deposit of taxes, duties etc. “EA” shall also keep the “Owner” indemnified from any consequences whatsoever which may arise due to delay/non-payment of the same and the “Owner” will not bear any expenditure whatsoever on this account.

Tax at source shall be deducted by “Owner” towards Income Tax, GST and any other tax as required by law, from the amount paid/ payable (including agency charges) to “EA”. “Owner” shall issues tax deduction certificate for such deposit of taxes.

12.0 TIME OF COMPLETION

- 12.1 The “EA” shall submit the execution schedule with a completion period not exceeding 8 Months (including planning and construction).
- 12.2 The time shall be the essence of the Agreement. “EA” shall get the entire work completed in all respects by deployed contractors for and on behalf of the “Owner” within the execution schedule as referred in clause 12.1 of this agreement and handover the project in finished condition to the “Owner”. The date of the start of the work shall be reckoned after 15 days from the date of handing over the site by the “Owner” to “EA” or date of signing of the agreement, whichever is later. If there is a delay in approval by the statutory authorities (including but not limited to Fire Department, Water Supply & Sanitation Department, Local Electricity Board etc., as applicable) beyond the agreed construction schedule, the contract period will be extended accordingly.
- 12.3 In case of delay which may occur due to the reasons beyond the control of

“EA”, “EA” would approach the “Owner” with full details of Extension of Time limit for completion of works. “Owner” reserves it’s right to take appropriate decision on merit of the case Extension of Time (EOT).

12.4 On completion of the project the “EA” shall:

- i) Submit a final statement (for the complete project) along with original final bills of contractors/suppliers/vendors etc. audited by a Chartered Accountant for settlement and refund the excess deposit (if any) received by “EA”, “Owner” reserves the right to get the work and payments made and audited by its own officers or an independent government/ private Agency. After adjustment of the entire amount deposited by the “Owner”, any balance left in the designated bank account shall be paid to “Owner”. Thereafter, the designated bank account will be closed with the approval of the “Owner”.
- ii) “EA” shall submit to the “Owner” all original guarantee/ warrantee papers related to the specialized work such as anti-termite works, water-proofing works, electrical and electronics equipment installed in the building etc. executed/ installed in respect of the project. “EA” should also ensure that the guarantee/ warrantee papers are transferred in the name of “Owner” if the period of cover is beyond the defect liability period.
- iii) On completion of the work, “EA” shall ensure to clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole site and works clean and in a perfect condition to the satisfaction of the “Owner”. The “EA” will vacate the field office within two months of handing over of the project to “Owner”, otherwise market rent @ 200% per month of the prevailing market rate in the area will be charged from “EA”. However, the “Owner” shall provide an office to “EA” during defects liability period.
- iv) The “EA” shall hand over the project complete in all respect to the authorized representative of the “Owner” through its Authorized representative as referred in clause 1.8. The handing over document should be signed by both the representatives of both the Parties.
- v) Submit one Soft, four Hard Copies and one soft copy in AutoCAD or Reproducible Tracing Film (RTF) of ‘as built drawings’ with final bills, executed bills of quantities along with copies of detailed measurements.
- vi) Submit a completion report in duplicate with one soft and four hard copies and maintenance schedules to the “Owner” along with C.D.

12.5 “EA” shall waive and agree to not to Claim any lien against the work or the property on which it is performed. “EA” shall obligate its Contractors and Vendors not to claim any such lien. “EA” and its Contractors and vendors

shall pay or cause to be paid when due, all bills for labour, materials, equipments or Services connected with the work, and shall not claim any lien or permit any lien to be asserted or claimed maintained against the project or any funds or Land involved in the project.

12.6 If any lien or encumbrance is asserted or claimed maintained in violation of the Clauses mentioned in this agreement, “EA” shall promptly proceed to have it removed. If “EA” fails to remove any such lien or encumbrance, then “Owner” may, but without obligation to do so, do everything necessary to have the lien or encumbrance removed, and “EA” shall pay all costs including legal fee incurred by “Owner” in connection therewith.

12.7 “EA” shall ensure that the title to all materials and supplies/delivered by Contractor, together with all improvements and appurtenances constructed or placed by Contractor, is free from any claims, lien, security, interest or charges.

13.0 DAMAGE TO PERSONS OR PROPERTY:

13.1 “EA” shall ensure by inserting suitable clauses in works contract with contractor that (except and in so far as this Agreement provides otherwise) the “Owner” get indemnified against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction of the project or in relation thereto.

13.2 “EA” shall ensure by inserting suitable clauses in works contract with contractor the observance of all Labour, Industrial, Provident Fund, Gratuity and other laws applicable in the matter and shall get the “Owner” indemnified against the liability or damages or losses arising on observance of any such laws.

14.0 LIQUIDATED DAMAGES

14.1 “EA” shall be liable to complete the work within stipulated period as mentioned in this agreement subject to condition stipulated in Para 12.0 of the agreement.

14.2 In case of delay due to default on part of deployed Contractors beyond the stipulated completion date (as per contract to be entered between the “EA” and the Contractors), the Executing Agency shall ensure recovery of compensation (not amounting to penalty) on behalf of “Owner” at the rate of not exceeding 0.5 % (half percent only) of the contract value per week subject to maximum of 10% (ten percent only) contract value for reasons of delay attributable to the contractors. However, for justified extension of time granted by the “EA” and duly accepted by the “Owner” for reasons beyond the reasonable control of the Contractors, no compensation for delay shall be recovered by the “EA” for such extended period from the deployed Contractors.

- 14.3 Any compensation levied by “EA” due to non-fulfillment of any clause of the Agreement by the contractor or any such recovery from the contractor/suppliers/vendors for bad work or for any other reason whatsoever shall also be passed on to the “Owner”.
- 14.4 In case of delay due to default by “EA” against specific activities required to be executed by the “EA” (other than actual work by Contractor), “EA” shall be liable to pay the “Owner” compensation (not amounting to penalty) at the rate of not exceeding 0.5% (half percent only) of the total fee of the “EA” per week of delay subject to maximum of 10% (Ten percent only) of the total fee for reasons attributable to “EA”. However, for justified extension of time granted by the “Owner” for reasons beyond the reasonable control of “EA”, no compensation for delay shall be recovered by the “Owner” for such extended period from the “EA”.
- 14.5 “EA” shall insert a suitable clause in the agreement with the Contractors that if contractor is able to complete the work before expiry of the stipulated period, the “Owner” may give an incentive to the contractor to the maximum of 0.1% (zero point one percent) of the completed cost of the work per week subject to a maximum of 0.25% (zero point two five percent) of the completed work as per clause No.4.0.

15.0 Force Majeure

15.1 Definition

- a) For the purpose of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of Parties, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably impossible in the circumstances and includes, act of God or the public enemy expropriation or confiscation of facilities by Government Authorities or in compliance with any order or request of any Government Authorities but is not limited to, war, riots, rebellion, sabotage, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub Consultants or agent or employees nor (ii) any event which a diligent party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder:
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

15.2 Measures to be taken

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder with a minimum of delay.

- b) A Party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

15.3 Consultation

Not later than thirty (30 days) after the “EA”, as a result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

15.4 Extension of Time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

16.0 DEFECT LIABILITY PERIOD

- 16.1 The “EA” shall ensure rectification of any defect (s) in the completed work within the defect liability period, which shall be for a period of 12 months from the date of completion certificate issued by the “EA” to contractor(s)/ supplier(s)/vendor(s) etc.
- 16.2 Life Cycle Cost- The contractor (to be engaged by the “EA”) shall be responsible for safety, quality and soundness of the building including structural elements beyond maintenance/ defect liability period. The contractor shall have obligation to rectify such defects minimum up to 5 (five) years from the date of completion of work.
- 16.3 Any defects discovered and brought to the notice of the “Owner” during the period aforesaid shall be got rectified by “EA” through contractors. In the event of failure on the part of “EA” to rectify the defects, the same may without prejudice to the any other rights available under the provision of the law be, be rectified by the “Owner” for on behalf of “EA” and at the cost and expenses of the “EA”, after a notice thereof to “EA”
- 16.4 “EA” shall be fully responsible to defend any suits or arbitration cases arising out of the project/ work between “EA” and its contractor(s)/ suppliers and for settling the Claims/disputes, if any, made by the Works Contractors, keeping the “Owner” apprised/ advised of the same. Where there is disagreement between the Executing Agency and the Works Contractor, such disputes shall be referred for Arbitration to an Arbitrator as provided for in the Works Contract between the Executing Agency acting for on behalf of the “Owner” as Agent and the Works Contractor. In cases where the Contractor resorts to settling his claims through an Arbitrator, the

Executing Agency will defend the Arbitration case. The legal expenses incurred by “EA” for defending Arbitration/ Court Cases in connection with this work, shall be booked to the project cost as per actual based on the approved schedule of legal/ professional fee of the Executing Agency. However, no agency charges shall be paid to the “EA” on any claim amount passed by the Arbitrator/ Court in favour of Works Contractor(s).

Any amount becoming payable to the “EA” on account of counter claim, as a result of the arbitrator’s award in respect of arbitration between the “EA” and the contractor, shall be passed to the “Owner”.

17.0 DISPUTE RESOLUTION BETWEEN “OWNER” AND EXECUTING AGENCY (“EA”)

17.1 Both the Parties agree to make a good-faith effort to resolve any disagreement arising out of, or in connection with, this Agreement amicably through mutual consultation and negotiation. Should the Parties fail to resolve any such disagreement within thirty (30) days, any controversy or claim arising out of or relating to this Agreement, including, without limitation, the interpretation or breach thereof. Failing this resolution, the dispute shall be resolved as per Clause 17.2 of this Agreement.

17.2 In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement OR its annexures between the Parties, such dispute/difference shall be taken up by either Party for resolution through AMRCD as mentioned in DPE OM no. 05/0003/2019-FTS-10937 dated 14.12.2022.

18.0 REPORTS

The “EA” will prepare and submit the following reports to “Owner” on the format prepared by the “EA” and as approved by “Owner” (except for commencement report)

Sl No.	Report	Frequency	Due Date/Time	No. of Copies
1.	Commencement Report	One time	Within 15 days after commencement of services.	2
2.	Monthly Progress Report	Every month	10 th of the month	2
3.	Quarterly Progress Report	Every quarter	Within 10 days of commencement of following quarter	2
4.	Completion Report	One time	Within 15 days of completion of services/Agreement.	2

18.1 Commencement Report

The Commencement Report shall contain the details of all meetings held with the “Owner” and the “EA” and the decisions taken therein, the resources mobilized by the “EA” as well as the Executing Agency’s perception in the monitoring and control of the project planning / design / construction activities.

18.2 Progress Reports

The monthly and quarterly Progress Reports shall contain details of all meetings, decisions taken therein, mobilization of resources (Executing Agency’ and the contractor), Detailed compliance report of each activity, progress and the projected progress for the forthcoming periods. The Report shall clearly bring out the delays, if any reasons for such delay(s) and the effective steps taken towards the corrective measures.

18.3 Final Completion Report

The “EA” will prepare a comprehensive final completion report of the planning, designing, construction monitoring and control after completion of the work. The report shall incorporate summary of the method of supervision performed, problems encountered and solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the “Owner”.

19.0 PERFORMANCE SECURITY

The “EA” shall be required to submit an acceptable Bank Guarantee for an amount equivalent to 5% (five percent only) of the accepted Agency Charges towards Performance Security within 10 days of signing the Agreement. The accepting agency charges will be calculated on the basis of preliminary estimated cost of the project worked out as per latest CPWD plinth area rates with updated cost index. However, in the event the estimated cost of the project worked out as per clause No. 7.3 of this Agreement is higher than the preliminary estimated cost, the “EA” shall submit an additional bank guarantee for balance amount equivalent to differences in the estimated cost as mentioned above. The performance security shall be refunded to “EA” after completion of defect liability period or extended agreement period whichever is later.

The “EA” shall insert suitable conditions in the works contract in appointment of contractors to ensure that contractors/vendors should provide performance guarantee(s) to the Executing Agency for 5% of the value of work/supply orders awarded/placed on the contractors/vendor/supplier and specialized agency(ies) etc. engaged for the execution of project within 10 days from the date of the placement of the work/supply orders. The copy of the same shall be submitted to the “Owner”. The validity of the Bank Guarantee(s) shall cover the entire duration of the Agreement period plus the defect liability period and extended agreement period. The “EA” as well as “Owner” shall approve the format of the Bank Guarantee (s). The Bank Guarantee(s) shall be released after satisfactory completion of the defect liability period or extended agreement period whichever is later. If the bank guarantee is invoked, the amount shall be transferred in

account of the “Owner” under intimation to the “Owner”.

20.0 CONFLICT OF INTEREST:

The Executing Agency (“EA”) shall not receive any remuneration in connection with the assignment except as provided in the Agreement/contract. The “EA” shall not engage in consulting activities that conflict with the interest of NSIC (“Owner”) under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the “Services” under the ongoing contract. It shall be a requirement of this contract that the “EA” shall provide professional, objective and impartial advice and at all times hold the NSIC’s interests paramount, without any consideration for future work, and that in providing advice they shall avoid conflicts with other assignments and their own corporate interests. The services of the “EA” shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place him in a position of being unable to carry out the assignment in the best interest of NSIC (“Owner”).

21.0 PROJECT REVIEW

21.1 The “Owner” shall constitute a Review Committee including representative of “EA” to review the quarterly progress of the activities of the deployed contractors.

21.2 The “Owner” shall constitute a review Committee to review the quarterly progress of the activities of “EA”. The Review Committee will assess the performance of the “EA” and the various activities under the Firm/Fixed Rate Construction Agreements and suggest corrective measures, if required.

22.0 AMENDMENTS TO AGREEMENT

Any amendments or modifications to this Agreement shall be as mutually decided between the Parties and must be in writing and shall be signed by both Parties.

Notwithstanding anything contrary to the terms & conditions mentioned above will supersede the similar terms & conditions mentioned in the RFP document.

IN WITNESS WHEREOF, the parties have hereunder signed this AGREEMENT the date first written

For National Small Industries Corporation Ltd.

For “Name of Executing agency”

Witnesses

Witnesses

1. -----

1. -----

2. -----

2. -----

PROFORMA OF PERFORMANCE BANK GUARANTEE

In consideration of the “Owner” having agreed under the terms and conditions of agreement dated made between National Small Industries Corporation Ltd. (the “Owner”) and(Name and Address of the “EA”) (hereinafter called the said “Executing Agency”) for the work of upgradation of Boundary Wall at NSIC Technical Services Centre (NTSC), Japanigate, Baltikuri, Howrah - 711 113 (herein after called the said “Agreement”) the Executing Agency having agreed to production of a irrevocable bank guarantee for Rs. (Rupees Only) as a Performance Bank Guarantee for compliance of his obligations in accordance with the terms and conditions in the said agreement,

1. We(Name and Address of the issuing bank and its branch) (hereinafter referred to as “ the Bank”) (indicate the Name of the Bank) hereby undertake to pay to the NSIC Ltd.(the “Owner”) an amount not exceeding Rs.....(Rupeesonly) on demand by the “Owner”.
2. We (indicate the Name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from NSIC Ltd. (the “Owner”) stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Executing Agency. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupeesonly).
3. We, the said Bank further undertake to pay to the “Owner” any money so demanded notwithstanding any dispute or disputes raised by the Executing Agency in any suit or proceeding pending before any court or Tribunal relating there to, our liabilities under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the Executing Agency shall have no claim against us for making such payment.
4. We(indicate the Name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all dues of the “Owner” or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged on behalf of the “Owner” certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said Executing Agency accordingly discharges this guarantee.

5. We(indicate the Name of the Bank) further agree with the “Owner” that the “Owner” shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Executing Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the “Owner” against the said Executing Agency and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Executing Agency or for any forbearance, act of omission on the part of the “Owner” or any indulgence by the “Owner” to the said Executing Agency or by any such matter or thing whatsoever.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Executing Agency or the “Owner”.
7. This Bank Guarantee shall be effective only when the Bank Guarantee message is transmitted by the issuing bank through Structured Financial Messaging System (SFMS) to _____ (Name of the NSIC’s Bank), _____(Address of the NSIC’s Bank); having IFSC _____ Account No. _____ through SFMS and authenticated by the said NSIC’s bank.
8. Further, the amount of invocation of the Bank Guarantee shall be remitted to NSIC’s Account No. 0602002100319130 with Punjab National Bank, NSIC Bhawan, Okhla Industrial Estate, New Delhi (IFSC PUNB0060200) under written intimation to NSIC, Head Office, New Delhi.
9. We(indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the “Owner” in writing.
10. Notwithstanding anything contained herein:
 - i) Our liability under this bank guarantee shall not exceed Rs..... (Rupees.....only)
 - ii) We are liable to pay the guarantee amount or any part there under this Bank Guarantee only and only if “Owner” serve upon us in written claim or demand on us in terms of the Agreement.

Dated the day of 2023 for (indicate the name of the Bank)”.

PROFORMA OF BANK GUARANTEE FOR INITIAL DEPOSIT

In consideration of the “Owner” having agreed under the terms and conditions of agreement dated _____ 2023 made between National Small Industries Corporation Ltd. (the “Owner”) and _____(Name and Address of the “EA”) (hereinafter called the said “Executing Agency”) for upgradation of Boundary Wall at NSIC Technical Services Centre (NTSC), Japanigate, Baltikuri, Howrah - 711 113 (hereinafter called the said “Agreement”) the Executing Agency having agreed to production of irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a initial deposit Bank Guarantee for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We _____(Name and Address of the issuing bank and its branch) (hereinafter referred to as “ the Bank”)

(indicate the Name of the Bank)

hereby undertake to pay to The National Small Industries Corporation Ltd. (“Owner”) an amount not exceeding Rs. _____ (Rupees _____ only) on demand by the “Owner”.

2. We _____ (indicate the Name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from The National Small Industries Corporation Ltd. (the “Owner”) stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Executing Agency. Any such demand made by The National Small Industries Corporation Ltd. (the “Owner”) on the bank shall be conclusive and final as regards the amount due and payable by the bank under this guarantee not exceeding Rs. _____ (Rupees _____ only).

3. We, _____ (indicate the Name of the Bank) further undertake to pay to the “Owner” any money so demanded notwithstanding any dispute or disputes raised by the Executing Agency in any suit or proceeding pending before any court or Tribunal relating thereto, our liabilities under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the Executing Agency shall have no claim against us for making such payment.

4. We, _____ (indicate the Name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken against the initial deposit as per clause 10.1 of the said Agreement and that it shall continue to be enforceable till all dues of the “Owner” or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged on behalf of the “Owner” certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said Executing Agency accordingly discharges this guarantee.

5. We, _____ (indicate the Name of the Bank) further agree with the “Owner” that the “Owner” shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Executing Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the “Owner” against the said Executing Agency and to forebear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Executing Agency or for any forbearance, act of omission on the part of the “Owner” or any indulgence by the “Owner” to the said Executing Agency or by any such matter or thing whatsoever.

5 This guarantee will not be discharged due to the change in the constitution of the Bank or Executing Agency or the “Owner”.

6 We, _____ (indicate the Name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the “Owner” in writing.

7 This Bank Guarantee shall be effective only when the Bank Guarantee message is transmitted by the issuing bank through Structured Financial Messaging System (SFMS) to _____ (Name of the NSIC’s Bank), _____(Address of the NSIC’s Bank); having IFSC _____ Account No. _____ through SFMS and authenticated by the said NSIC’s bank.

8 Further, the amount of invocation of the Bank Guarantee shall be remitted to NSIC’s Account No. 0602002100319130 with Punjab National Bank, NSIC Bhawan, Okhla Industrial Estate, New Delhi (IFSC PUNB0060200) under written intimation to NSIC, Head Office, New Delhi.

9 Notwithstanding anything contained herein :

i) Our liability under this bank guarantee shall not exceed Rs. _____ (Rs. _____ only)

ii) We are liable to pay the amount or any part there as per claim of “Owner” under this Bank Guarantee only and only if “Owner” serve upon us in written claim or demand on us in terms of the Agreement.

Dated the day offor
_____ (indicate the Name of the Bank).

DRAWING

Annexure-A

