

National Buildings Construction Corporation Ltd.
(A Govt. of India Enterprise)
Chief General Manager (EDC),
EDC Ghitorni, Near Ghitorni Metro Station,
MG Road, New Delhi – 110 030
e-mail : csrnbcc@gmail.com
Phone : 011-65150961

TENDER DOCUMENT

1. Skills and Entrepreneurship Development Program through Training Partners of National Skill Development Corporation (NSDC) - Construction Sector
2. Appointment of Agency for Base Line Survey and Implementation at Ranchi (Jharkhand) and Gaya (Bihar).



NATIONAL BUILDINGS CONSTRUCTION CORPORATION LIMITED
(A Government of India Enterprise)
Corporate Office: NBCC BHAWAN, Lodhi Road, New Delhi 110 003.



NATIONAL BUILDINGS CONSTRUCTION CORPORATION LIMITED
(A Government of India Enterprise)

Chief General Manager (EDC),
EDC Ghitorni, Near Ghitorni Metro Station,
MG Road, New Delhi – 110 030
e-mail : csrnbcc@gmail.com
Phone : 01165150961

No. NBCC/CSR/2015-16/1174

Date: 21.12.2015

NOTICE INVITING TENDER

- 1.0 NBCC invites tender from "Specialised Agencies" for supporting NBCC's CSR Project -Conducting Base Line Survey and Implementation of Skills and Entrepreneurship Development Program through Training Partners of National Skill Development Corporation (NSDC) at Ranchi (Jharkhand) and Gaya (Bihar)- Construction Sector.

| | | |
|----|---|---|
| 1. | Issue of TENDER Document | 21.12.2015 |
| 2. | TENDER Document fee (non-refundable) | Rs.5725/- (Rs. Five Thousand Seven Hundred twenty five only) including Service Tax & Swacch Bharat Cess |
| 3. | Name of the Work | Conducting Baseline Survey and Implementation of Skill & Entrepreneurship Development Program through NSDC Training Partner at Ranchi (Jharkhand) and Gaya (Bihar) -Construction Sector |
| 4. | Last date & Time for submission of TENDER | 04.01.2016 at 3:00 pm |
| 5. | Pre-bid Meeting with Specialized Agency & Communication Agency. | 28.12.2015 at 11.00 AM at NBCC Ltd., EDC Ghitorni, Near Ghitorni Metro Station, MG Road, New Delhi – 110 030 |

| | | |
|-----|---|---|
| 6. | Date, Time & Venue of opening of Technical Bids | 04.01.2016 at 3.30 PM at NBCC Ltd., EDC Ghitorni, Near Ghitorni Metro Station, MG Road, New Delhi – 110 030 |
| 7. | Date, Time & Venue of opening of Price Bids | 08.01.2016 at 3.30 PM at NBCC Ltd., EDC Ghitorni, Near Ghitorni Metro Station, MG Road, New Delhi – 110 030 |
| 8. | Estimated Cost | Rs.12.00/-lacs (Rs. Twelve lacs only) |
| 9. | Earnest Money Deposit (EMD) | Rs.24,000/- (Rs. Twenty Four Thousand Only. |
| 10. | Date of Completion | 26.03.2016 |

The tender document are available on website www.nbccindia.gov.in and Govt. e-procurement portal "Corrigendum, if any, would appear only on the NBCC web site and would not be published in any News Paper".

2.0 The intending Tenderer must read the terms and conditions of NBCC carefully. He should submit his Tender only if he considers himself eligible and fulfils the criteria set in the documents.

3.0 Set of Contract Documents:

The following documents will constitute set of tender documents:

- a) Notice Inviting Tender – Page 01 to 05
- b) General Terms & Conditions of Contract - Page 01 to 11
- c) Price Bid – Page 01 to 02
- d) Annexures –A to K
- e) Acceptance of Tender Conditions – Annexure - G
- f) Corrigendum, if any

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

5.0 The Attendance shall be marked in Attendance sheet as per Annexure –I.

- 6.0 The Tenderer should self-evaluate with Page Number as per Annexure - D for further verification by TSC during process of Technical bid evaluation.
- 7.0 The Tenderer shall depute their authorised representative along with authorisation letter for opening of Technical Bid & 5 minutes presentation of proposal, as per Annexure – D for Qualification.
- 8.0 Submission of copies of MoU / work order in favour of their credentials from Corporate office and minimum two CPSE/PSEs, etc., as part of experience of last 3 years and average turnover should not be less than Rs. 25.00 lacs.
- 9.0 The project undertaken from NBCC, their details should be furnished in Annexure – J& K respectively.
- 10.0 The tenderers are required to submit in addition to above all the documents as listed in Clause 6 of General Terms & Conditions of Contract.
- 11.0 Minimum technical score required to qualify technically is 70% in each segment, for subsequent opening of financial proposal which has to be in a separate sealed envelope, being a Price Bid.
- 12.0 The Technical Bid will be considered unsuitable and shall be rejected if it does not respond to the tender or fails to achieve minimum technical score of 70% in each segment.
- 13.0 Applicant Agency should not have been black listed by any Central /State Govt. /PSU. An undertaking is to be furnished in this regard on Rs.100.00 non-judicial stamp paper.
- 14.0 In case of any query, please contact Shri R. Wanchoo, Chief General Manager (EDC), 011- 65150961 during Office hours.

R. WANCHOO
Chief General Manager (EDC)
011- 65150961

MEMORANDUM

| Sl. No | Description | | Values / Description to be Applicable for Relevant Clause(s) |
|--------|---------------------------------------|--|---|
| 1. | Name of Work | | Conducting Baseline Survey and Implementation of Skill & Entrepreneurship Development Program through NSDC Training Partner at Ranchi (Jharkhand) and Gaya (Bihar) -Construction Sector |
| 2. | Client/Owner | | NBCC Limited |
| 3. | Type of Tender | | Item Rate Tender |
| 4. | Earnest Money Deposit | | Rs.24,000/- (Rupees Twenty Fourthousand only) |
| 5. | Estimated Cost | | Rs.0.75 lacs + 11.25 lacs = Rs.12.00/-lacs (Baseline + Implementation) |
| 6. | Time for Completion of Work | | 1 + 2 months (Baseline + Implementation) |
| 7. | Mobilization Advance | | NA |
| 8. | Interest Rate of Mobilization Advance | | NA |
| 9. | Schedule of Rates applicable | | Training Program of NBCC under CSR |
| 10. | Validity of Tender | | 90 (Ninety) days |
| 11. | Performance Guarantee | | 5.00 % (Five Percent Only) of contract value within 15 days after signing of agreement. |
| 12. | Security Deposit / Retention Money | | 5.00% (Five Percent Only) of the contract value which shall be deducted in the manner set in the Contract. |
| 13. | Time allowed for starting the work | | The date of start of contract shall be reckoned 10 days after the date of issue of letter of intent of acceptance of tender. |
| 14. | Defect Liability Period | | N.A. |

GENERAL TERMS & CONDITIONS OF CONTRACT

The Agency carrying out the Implementation will also undertake Baseline Survey for Skill & Entrepreneurship Development Program in Construction Sector. The Implementation Agency will submit the Baseline Survey Report before commencement of the program. For clarity purpose, it is stated that the Tender Document fee and EMD for Baseline Survey and Implementation will be Rs. 5725/- and Rs. 24,000/- respectively as the Tender will be together for two activities.

The Ideal Batch Size should be 25 trainees. Placement linked with 75% employability to be ensured. Identification of trainees by Aadhaar authentication for Indian Citizen to verify identity and address of the prospective trainees and daily attendance through Bio-metric identification.

Trainees should be trained from an "efforts" – one to one based on results and outcomes.

80% and above attendance per month will be treated as full attendance. Attendance less than 80% will be paid on pro-rata basis. Any youth having attendance less than 60% after Inception Report generated will be treated as drop out from the course and no payment shall be payable.

The Training provider will arrange complete infrastructure in terms of space, equipments, tools, VSAT (Very Small Aperture Terminal) technology teaching, e-learning, tackles, Video / Audio equipments Multimedia Educational content, monitoring, interactive White Board, LCD projector, Computer Hardware, Software, Printers & UPS etc. with a team of professionally competent and experienced experts / trainers for organizing the courses at Ranchi (Jharkhand) and Gaya (Bihar). The curriculum could be based on up to date course modules developed by Sector Skill Council (SSC). It has to be value creation process and reverse learning. The successful tenderer should provide the location, address etc. of Training Centre for checking / verification of facilities / approach, etc. to Incharge of NBCC, before commencement of Training at Ranchi (Jharkhand) and Gaya (Bihar).

Space, Water and Electricity will be arranged and Charges will be borne by the Training Partner. The rate quoted should be inclusive of all charges.

1. Interested NSDC Training Partners, which are conducting Baseline Survey and Implementing Agency as a single entity or a Company who meet the qualification criteria and have required expertise and experience in the relevant fields may apply. The works requires extensive interaction, consultation and co-operation with beneficiary community and NBCC Officials / Departments engaged in the programme.

Interested firms are requested to submit Tender along with Technical and Financial proposals and submit the required certificate / documents supporting their eligibility (in A-4 Size Papers). If any one of the above documents, required to be submitted, is found short / inadequate, the offer is liable to be rejected at that stage. However, NBCC at its discretion may call for any clarification regarding the documents. NBCC at its discretion may also ask for the submission of any additional/missing/incomplete document(s) within a stipulated time period. In such case(s), the party shall have to comply with the NBCC's requirement within the specified time. In case of non-compliance to such queries, the offer will be rejected without entertaining further correspondence in that regard. Applicant

Agency should not have been blacklisted by any Central / State Government / PSU. An Undertaking is to be furnished in this regard on Rs.100/- non-judicial stamp paper.

NBCC reserves its right to postpone, modify, cancel or annul the aforesaid process at any stage at its sole discretion without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

NBCC reserves the right to accept/reject any or all applications without assigning any reason whatsoever. Conditional, erroneous and incomplete Tender will be rejected out rightly. NBCC reserves its right to accept the bid either in full or in part.

NBCC reserves the right to place an order for the full or part assignment under any specialised work.

Applicant Agencies are advised against "Over-enthusiastic / speculative" bids as ban will be imposed on such agencies for renegeing on an awarded work / contract.

The Agency should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this Tender and in the execution of the consequent contract.

All agencies are advised to keep in touch with our Web-site for any updates pertaining to any Communication / Corrigendum / Amendment relating to this document as the same will be duly notified on the official web site only.

2. SCOPE OF WORK

Agencies responding for Baseline Survey and Implementation should have experience in data collection techniques including personal and group interview of the beneficiaries and project units, analysis and report writing for extensive research for the required kind of exercise across Cities / States preferably in the Programme Sectors and at Household Levels & designing / preparation of Survey Questionnaires for the assigned activity. Undertake Baseline Surveys to fill in gaps from the existing survey develop indicators, for socio-economic conditions, livelihoods, and community infrastructure affectedness from unemployment and periodically monitor and update the indicators.

The Implementation Agency will develop detailed specific process guidelines for quality implementation of CSR Projects / Activities and testify with reference to the developed Process Guidelines and Common Guidelines with achievement based on timelines.

The broad specifications for applying by agencies will include ready baseline study for specific project, budget estimate, NBCC share of the cost with specific area of responsibility, other Agencies supplementing the cost, if any, time frame, pre-determined periodic physical and financial milestones, number of beneficiaries, type of benefits, major results expected etc.

The Technical Bid will be considered unsuitable and shall be rejected if it does not respond to the Tender or fails to achieve minimum technical score of 70% in each segment.

The total numbers of Indian National youth to be trained are 200, 100 in each location / district for 240 hours as per detail appended below: -

- i. Course duration - 240 hours in Construction Sector
- ii. Batch Size - 25 Indian Citizen
- iii. Study hours - 6 hours a day
- iv. Four batches per day in each location.

3. Deliverables & Timeline

The Agency will have to submit all its findings along with the required complete details and perceptions as well as the deliverables included in the Scope of Work within a period of 30 days from the signing of the contract.

4. Pre-bid Conference

NBCC shall make best efforts to respond to any request for clarification of the Bid document. A meeting for clarifications shall be held with Specialised Agencies as per schedule for Tenderer to seek any clarifications. It is optional for the Tenderer(s) to attend this meeting.

5. Amendment / Corrigendum

All changes shall be notified on the official web site and prospective Tenderers are required to go through the same before submission of Tender. All such amendments shall be binding on them.

In the event of any amendment, NBCC reserves the right to extend the deadline for submission of the Tender, in order to allow prospective Tenderers reasonable time in which to take the amendment into account while preparing their bids.

6. Procedure for selection of "Specialised Agencies" for Baseline Survey & Implementation

The Proposal / Tender must contain the copies of following documents:-

- A forwarding letter.
- Type of Organisation and Year of Establishment.
- Certificate of Registration, Affiliation with Memorandum of Article, Trust Deed with NSDC.
- Audited Accounts / Balance Sheet for the last 3 years as certified by Chartered Accountant. There is no need to attach entire voluminous balance sheet.
- Profile of organisation must contain details of experience, completed and ongoing projects.
- Submission of copies of MoU / Work Order and completion certificate in accordance with clause 9 of NIT.
- Profile of Key Personnel having relevant experience in design and development of relevant areas along with contact number.
- Profile of Backup Administrative Staff for providing necessary support.
- Proposal with benefits likely to accrue.
- Capability Statement of the Organisation.
- Other relevant details of the Responding Agency.
- Detailed Approach and Methodology, methods and techniques, preparation of materials planned to be followed with emphasis on relevant areas.

- PAN of the Agency& (TIN).
- EPF Registration No.
- Service Tax Registration No.
- The Tenderer will submit an affidavit of making available all the key personnel mentioned in the bid for the entire duration of the assignment.

7. EARNEST MONEY DEPOSIT

- a. Earnest Money Deposit of amount as mentioned in "Memorandum to Form of Tender" required to be submitted along with the tender shall be in the form of Demand Draft payable at place as mentioned in "Notice Inviting Tenderer / Instructions to Tenderer" in favour of NBCC Limited from any Scheduled Banks. The EMD shall be valid for minimum period of 180 days (One Hundred eighty days) from last day of submission of tender.
- b. EMD shall accompany the offer and placed in the sealed envelope cover of the offer as detailed in Instructions to Tenderer. Any tender not accompanied with the requisite Earnest Money Deposit along with Letter of Acceptance shall be rejected and such tenderer(s) will not be allowed to attend the opening of bids.
- c. The EMD of all unsuccessful tenderers will be returned within thirty (30) days of the Award of the contract to successful Tenderer, after submission of formal request along with RTGS details. EMD of successful tenderer shall be refunded after submission of Performance Bank Guarantee by him.
- d. Once the tenderer has given an unconditional acceptance to the tender conditions in its entirety, he is not permitted to put any remark(s)/conditions(s)(except unconditional rebate on price, if any) in/ along-with the tender, Annexure - G
- e. In case the conditions 7 (d) mentioned above is found violated at any time after opening of tender, the tender shall be summarily rejected and NBCC shall, without prejudice to any other right or remedy, be at liberty to forfeit the full said Earnest Money absolutely.
- f. No interest will be payable by the NBCC on the said amount covered under EMD/Other security documents.

8. PERFORMANCE GUARANTEE

“Within 30 (Thirty) days after signing of Agreement or within such extended time as may be granted by NBCC in writing, the Agency shall submit NBCC a performance bank guarantee in the form appended, from the Scheduled Bank (refer Annexure–E, for PG) equivalent to 5% (five percent only) of the contract value for the due and proper execution of the Contract. No payment shall be released to the Agency till the performance guarantee is submitted. Performance guarantee shall be returned after 01 month of successful completion and placement to NBCC satisfaction.

In case the Agency fails to submit the performance guarantee of the requisite amount within stipulated period or extended period, letter of intent automatically will stand withdrawn and EMD of the contract shall be forfeited.

9. Security Deposit / Retention Money

The Security Deposit or Retention Money shall be deducted from each Running Bill of Contract @ 5% (five per cent only) of the gross amount RA Bill.

The SD / RM shall be refunded after 3 months of employability and impact assessment by 3rd party.

10. Evaluation of Technical Bid (Annexure-D)

The Evaluation Committee appointed by the NBCC shall carry out the evaluation of the technical bids on the basis of the criteria applying the following weights:

| | |
|--|-------------|
| Part –A Competence / relevant experience of the Agency | : 50 Points |
| Part -B Qualification / experience of the professional's | : 30 Points |
| Part -C Proposed methodology | : 20 Points |

Minimum technical score required to qualify technically is 70% in each segment for subsequent opening of financial proposal which has to be in a sealed envelope.

The Tenderers will be required to make a 5 minutes presentation during opening of Technical Bid on their proposal to the Evaluation Committee. Any Tenderer not having full comprehension or a major inadequacy in his technical proposal will be considered to be non-compliant and will be rejected.

The technical bid will be considered unsuitable and shall be rejected if it does not respond to the Tender or fails to achieve minimum technical score of 70% in each segment.

Only those Agencies which fulfill technical criteria as indicated at Annexure- D will be considered for opening of financial bids.

Note: NBCC reserves all rights to accept or reject all or any of the tender's at any stage without assigning any reasons thereof as per CVC rule. The decision of NBCC in the whole process will be final.

11. Signing & Binding of the Bids

Each page of the Bid should be signed & stamped by the Authorized Representative and Signatory of the Tenderer, otherwise the bid will be treated as non-responsive. Authorisation letter, contact number, in original, shall be submitted along with Technical Bid.

The Technical as well as Financial Proposals (both original and copy) and its supporting documents shall be hard bound. Loose sheets of paper shall not be considered for evaluation.

12. Guidelines for submission of Tender and other important information:

Interested Agencies fulfilling the defined criteria may apply as per schedule in a sealed packet, containing two separate packets, addressed to the Chief General Manager (EDC), NBCC Ltd., EDC Ghitorni, Near Ghitorni Metro Station, M.G. Road, New Delhi – 110030. One packet in sealed cover should be super scribed with "Technical Proposal" and should contain information about the Specified Work on all parameters as specified in the document along with supporting documents and demand draft of Rs.5,725/- (Rupees Five Thousand Seven Hundred Twenty Five only) as Tender Document Fee (non-refundable) and as Earnest Money Deposit (EMD) Rs.24,000 (Rs. Twenty Four Thousand only) from a Scheduled Bank drawn in favour of "NBCC LTD" payable at Delhi / New Delhi. The other packet in sealed cover should be super subscribed "FINANCIAL BID". Both these packets should than be placed in a third packet, in sealed cover, and super subscribed "Tender for Baseline Survey & Implementation of Skill & Entrepreneurship Development Program in Construction Sector at Ranchi (Jharkhand) and Gaya (Bihar)." And addressed to Chief General Manager (EDC), NBCC Ltd., EDC Ghitorni, Near Ghitorni Metro Station, MG Road, New Delhi 110030. Proposals not accompanied by the DDs shall be rejected as non-responsive. The tender documents are available on NBCC's website www.nbccindia.gov.in and Govt.e-procurement portal.

The projects run and administered by the Agency on behalf of NBCC should be online and fully computerised. Their reports, data and schedules should be available on site.

NBCC will not be a Party to any dispute arising out of any violation by the Agency while working on any CSR Project / Activity for NBCC. The Agency shall execute appropriate instruments to indemnify NBCC.

Tenders received as per the scheduled date will be screened for selection of projects to be supported by NBCC. They will be immediately intimated for further necessary action. The applications received after the scheduled date will be screened and finalised on need basis.

Agency will not outsource / contract any part of the work without explicit permission from NBCC.

The TENDER shall remain valid for a period of 90 days from the opening date of the proposal.

On written communication from NBCC for having appointed as Training Partner Agency, the Tenderers will sign the contract and MoU on Rs.100/- stamp Paper (three original copies), as per Annexure-H within 10 days of such communication, failing which the offer shall be treated as withdrawn and EMD forfeited.

13. Opening and evaluation of financial bids

- i) Financial Bid will only be opened for Technically qualified tenderers. The date of opening of financial bid will be as per the NIT.
- ii) The TSC shall determine whether the financial bids are complete, unconditional and free from any computational errors.
- iii) The cost indicated in the financial bid shall be treated as final and reflecting the total cost of all services including service tax.

14. Payment Norms

The Assignment fee shall be paid in three Trenches as given below:-

- a) The payment of Baseline Survey shall be paid after submission of Baseline Survey Report and verification by NBCC. (Three Hard Bound Sets)
- b) No advance will be given to start the Assignment.

- c) The bill shall be submitted by Agency after completion of Project. The Agency shall prepare computerized bills as per prescribed format / proforma. Payment will not be released until it is accompanied by required documents and photographs.
 - d) All payments shall be released by way of e-transfer through RTGS in India directly at their Bank Account by the Corporation.
 - e) The final payment 10% of Contract Value shall be released after Impact Assessment by the Third Party.
15. The criteria for assessing the competing claims of proposals received from such agencies will include Registration of Agency under appropriate authority, IT exemption, reliable and clean track record; general acceptability among the community for whom the project will be undertaken, whether they are already empanelled by / supported by Government Departments / bodies etc.
16. The Security Deposit 5% of Contract Value and 10% as per Clause 14 (e) of Contract Value withhold from Bill shall be released after 75% employability of youth. If the bidder fails to employ 75% youth for a period of 3 months, after completion of batch wise training and employability confirmation by Evaluation Agency, both the payments shall be forfeited and the work shall be treated as closed without any notice to the Training / Specialised Agency.
17. Having selected the Tenderer, among other things, on the basis of an evaluation of proposed key-personnel, NBCC will require assurances that the key-personnel as named in the bid will be actually available for the entire duration of the assignment. NBCC shall not consider substitutions during the assignment term except in case of incapacity of key-professional staff for reasons of health. Substitutions for any other reason shall attract reduction in the programme fee by 10% for each substitution. All such proposed substitution shall be by equal or better qualified and experienced personnel compared to the originally proposed key-personnel.
18. If assignment is not completed within given time frame maximum 2% p.m. penalty of the work order value will be charged subject to max. 5% of Contract Value.

Time is the essence of contract. While evaluating performance, no other reason whatsoever except force-majeure event will be considered.

19. TAXES AND DUTIES

19.1 The Agency shall be responsible for the payment, wherever payable, at his own cost of all taxes, such as excise duty, custom duty, sales tax, Value Added Tax including the purchase tax, consignment tax, work contract tax, service tax including Swacch Bharat Cess or any other similar tax in the state concerned, turnover tax, toll tax, octroi charges, royalty, labour cess, levy and other tax(es) or duty(ies) which may be specified by local / state / central government from time to time on all material articles which may be used for this work. The rates quoted by him in the tender in bill of quantities shall be inclusive of all taxes, duties etc.

The imposition of any new and / or increase in the aforesaid taxes, duties levies (including fresh imposition of any other tax) during the currency of the contract shall be borne by Agency. In the event of non-payment / default in payment of any of the above taxes, NBCC reserves the right to with-hold the dues / payments of Agency and make payment to local / state / Central Government authorities or to labourers as may be applicable.

19.2 The rate quoted by the Agency shall be deemed to be inclusive of all taxes as given in para 19.1 Tax deductions at source shall be made as per laws prevalent in the State and / or accepted by NBCC.

20. Service Tax including Swacch Bharat Cess

The bidder shall quote his rates inclusive of Service Tax along with other taxes, duties, levies etc. The Agency must have registration no. With Service Tax Authorities and will provide copy of Registration to NBCC before release of any payment by the Corporation. The Bidder will submit regular Invoice / Bill fulfilling all conditions of Services Tax Rule 4A, 1994 amended from time to time and shall produce proof of deposit of Service Tax to the Corporation as and when demanded. The Bill should show the amount of Service Tax, if any separately in each bill.

The Agency shall submit Tax Invoice / Bill for the work / Supply as under: -

1. Value of work executed - X
2. Add : Service Tax - Y
Swacch Bharat Cess - Z

Total X + Y + Z _____

21. RATES TO BE FIRM

The rates quoted by the tenderer shall be firm and fixed for the entire period of completion and till handing over of the work. No revision to rates or any escalation shall be allowed on account of any increase in prices of materials, labour, POL and Overheads etc. or any other statutory increase during the entire contract period or extended contract period.

22. FORCE MAJEURE EVENT

Neither party shall be liable for any delay or non-performance of any provision of the agreement if such delay or non-performance is a result of an Act of God (including fire, flood, earthquake, storm, hurricane or other natural disasters), government legislation or act orders or regulations to the extent any such event is not occasioned by the negligence of the delayed party ("FORCE MAJEURE EVENT"), and the time for performance of such provision shall be deemed to be extended for a period equal to the duration of the Force Majeure Event preventing performance. The Party affected by a Force Majeure Event shall use commercially reasonable best efforts to minimize the delays caused by such Force Majeure Event. Each Party shall notify the other as promptly as practicable of the occurrence of a Force Majeure event.

23. NBCC adopts a transparent, objective and rigorous selection procedure for short listing the most suitable and outstanding Agency who can contribute significantly to the working of the Organisation and provide a scientific basis to its decisions.

24. The Courts at New Delhi shall have exclusive jurisdiction to decide any / all disputes between NBCC and the successful Tenderer.

Though adequate care has been taken in the preparation of this Tender, the Tenderer should satisfy himself that the Document is complete in all respects, intimation of discrepancy, if any, should be given to the below mentioned officer immediately. If this office receives no intimation of discrepancy up to the pre-bid Conference / schedule, it shall be deemed that the Tender is complete and final in all respects.

For any further clarification / additional information please contact CGM(EDC).

Chief General Manager (EDC)
NBCC Ltd., EDC Ghitorni,
Near Ghitorni Metro Station,
MG Road, New Delhi – 110 030.
e-mail : csrnbcc@gmail.com
Ph.: 011 65150961

Projects Completed

Name of the
Organization:
Address:

Name & Designation
(Sign & Stamp)

Date :

Projects/ Schemes in Hand (in Progress)

Name of the Organization:

Status as on
31st March, 2015

Address:

[illegible]

Name & Designation

(Sign & Stamp)

Date :

Projects in PlanningStatus as on 31st March, 2015

Name of the Organisation:

Address:

| S. No. | Project Name and Address | Field (Edn, Hlth, const, Envn. Social & Governance etc.) | Project Management (Name & Address) | Estimated Project Cost (Rs. Lakh) | Time Frame | |
|-----------|-----------------------------------|---|--|---|----------------|--------------------|
| | | | | | Start month | Finishing Month |
| | | | | | | |
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Name & Designation

(Sign & Stamp)

Date :

Following scoring criteria will be followed for evaluation of
Specialised Agency (A+B+C=100)

| Sl. No. | Criteria | Maximum Marks (100) | Self-Evaluation by Agency | | Remarks |
|---------|---|---------------------|---------------------------|----------|---------|
| PART-A | | | Marks | Page no. | |
| 1. | Previous relevant Experience of working closely with relevant Programme Sector in at least three states of Country during past three consecutive financial years | 24 | | | |
| | <i>Less than 4 states of Country</i> | 9 | | | |
| | <i>More than 4 and upto 6 states of Country</i> | 14 | | | |
| | <i>More than 6 and upto 8 states of Country</i> | 19 | | | |
| | <i>More than 8 states of Country</i> | 24 | | | |
| 2. | Previous relevant Experience of Working as Agency for Baseline Survey and implementation with Central / State Government Agency /PSUs / Corporates for CSR Projects | 4 | | | |
| | <i>Less than 3 years</i> | 1 | | | |
| | <i>More than 3 years</i> | 4 | | | |
| 3. | Relevant Experience & Adequacy for the Assignment from Conceptualisation till implementation of the programme | 9 | | | |
| | <i>Less than 4 Projects</i> | 1 | | | |
| | <i>More than 4 and upto 6 Projects</i> | 4 | | | |
| | <i>More than 6 Projects</i> | 9 | | | |
| 4. | Annual Turnover for past three consecutive financial years | 9 | | | |
| | <i>Less than 50 Lacs</i> | 2 | | | |
| | <i>More than 50 lacs and upto 1 crores</i> | 4 | | | |
| | <i>More than 1 crores and upto 3 crores</i> | 6 | | | |
| | <i>More than 3 crores</i> | 9 | | | |
| 5. | Average Annual number of permanent employees during last three consecutive financial years | 4 | | | |
| | <i>Less than 10 employees</i> | 1 | | | |
| | <i>More than 10 employees and upto 25 employees</i> | 3 | | | |
| | <i>More than 25 employees</i> | 4 | | | |

| | | | | | |
|----------|--|----|--|--|--|
| PART – B | | | | | |
| 6. | Qualification of Professional to be deployed for evaluation | 30 | | | |
| | Team Leader (Sr. Professional with 8 years' Experience) | 15 | | | |
| | Field Team with minimum 3 years' Experience | 15 | | | |
| PART – C | | | | | |
| 7. | Approach and Methodology for proposed Assignment | 20 | | | |
| | Understanding of objectives, quality of methodology, work plan | 10 | | | |
| | Proposal Presentation | 10 | | | |

Name & Designation

(Sign & Stamp)

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

PROFORMA OF BANK GUARANTEE (PERFORMANCE)

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

NATIONAL BUILDINGS CONSTRUCTION CORPORATION LIMITED,
(Address as mentioned in Notice Inviting Tender)

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

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

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

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

- (ii) We, the said bank further agree with NBCC that NBCC shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by NBCC against the Agency/supplier under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the Agency or for any forbearance, act or omission on the part of NBCC or any indulgence by NBCC to the Agency or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.
- (iii) This guarantee/undertaking shall be in addition to any other guarantee or security whatsoever NBCC may now or at any time have in relation to the performance of the works/equipment and the company shall have full re-course to or enforce this security in performance to any other security or guarantee which the NBCC may have or obtained and there shall be no forbearance on the part of the company in enforcing or requiring enforcement of any other security which shall have the effect of releasing the Bank from its full liability. It shall not be necessary for NBCC to proceed against the said Agency/supplier before proceeding against the Bank.
- (iv) This guarantee/ undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier/ Agency, but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to NBCC in terms thereof are paid by the Bank.
- (v) The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the bank in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the supplier/Agency (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the supplier/ Agency stopping or preventing or purporting to stop or prevent any payment by the Bank to NBCC in terms hereof.

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

Signed this day of at.....
For and on behalf of Bank

WITNESS:

1. _____

2. _____

AFFIDAVIT

(To be submitted by bidder on non-judicial stamp paper of Rs. 10/- (Rupees ten only) duly attested by Notary Public)

(To be submitted in Envelop-1)

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

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

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

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

Verified atthis.....day of

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

ACCEPTANCE OF TENDER CONDITIONS

From: (on the letter head of the Company by the authorized officer having power of attorney)

To,

NBCC Limited,

Sub. : Name of work & NIT No.

Sir,

1. This has reference to above referred tender. I/We are pleased to submit our tender for the above work and I / we hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.
2. I / we are eligible to submit the bid for the subject tender and I / we are in possession of all the documents required.
3. I/We have viewed and read the terms and conditions of NBCC carefully. I / we have downloaded the following documents forming part of the tender document:
 - a) Notice Inviting Tender (Page 01 to 05)
 - b) Instructions to Tenderers & General Terms & Conditions of Contract (Page 01 to 11)
 - c) Price Bid (Page 01 to 02)
 - d) Annexures - A to K
 - e) Acceptance of tender conditions Annex-G
 - f) Corrigendum, if any
4. I/we have submitted the documents such as cost of Tender document, EMD and other documents as per Notice Inviting tender.

Yours faithfully,

(Signature of the Tenderer
With stamp)

Dated : _____

AGREEMENT

This agreement made this day of _____ between the National Buildings Construction Corporation Limited (NBCC), a company incorporated under the Companies Act, 1956 having its Registered Office at NBCC Bhawan, Lodhi Road, New Delhi- 110 003 (hereinafter referred to as the "NBCC" which expression shall include its administrators, successors, executors and assigns) of the one part and Name of Agency(hereinafter referred to as the 'Evaluating agency' which expression shall unless the context requires otherwise include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS, NBCC, has been desirous for Conducting Baseline Survey and Implementation of Skill & Entrepreneurship Development Program in Construction Sector through NSDC Training Partner at Ranchi (Jharkhand) and Gaya (Bihar). (hereinafter referred to as the "PROJECT") on behalf of the NBCC (hereinafter referred to as "OWNER"), had invited Tender vide Letter No. _____ dated _____.

AND WHEREAS Name of Agency and Address had participated in the above referred Tender vide their Tender date _____ and NBCC has accepted their aforesaid Tender and award the contract for Conducting Baseline Survey and Implementation of Skill & Entrepreneurship Development Program in Construction Sector through NSDC Training Partner at Ranchi (Jharkhand) and Gaya (Bihar) on the terms and conditions contained in its Letter of Intent No. _____ and the documents referred to therein, which have been unequivocally accepted by Name of Agency vides their acceptance letter dated _____ resulting into a contract.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

ARTICLE 1.0 – AWARD OF CONTRACT

1.1 SCOPE OF WORK

NBCC has awarded the contract to Name of Agencyfor the work of Conducting Baseline Survey and Implementation of Skill & Entrepreneurship Development Program in Construction Sector through NSDC Training Partner at Ranchi (Jharkhand) and Gaya (Bihar) on the terms and conditions in its letter of intent No. _____ dated _____ and the documents referred to therein. The award has taken effect from Date _____ i.e. the date of issue of aforesaid letter of intent. The terms and expressions used in this agreement shall have the same meanings as are assigned to them in the "Tender" referred to in the succeeding Article.

ARTICLE 2.0 – Tender Documents

- 2.1 The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as "Tender").
- a) NBCC Inviting Tender vide No. _____ dated _____ and NBCC's Tender consisting of:
 - a) General Terms & Conditions (Page __)
 - b) Price Bid (Page 01)
 - b) Name of Agency letter proposal dated _____ and their subsequent communication:
 - i) Letter of Acceptance of Tender dated _____
 - ii) Price Bid
- 2.2 NBCC's detailed Letter of Intent No. _____ dated _____ including agreed time schedule and Agency's Organization Chart.
- 2.3 All the aforesaid documents in Tender referred to in Para 2.1 and 2.2 above shall form an integral part of this Agreement, in so far as the same or any part thereof conform, to the Tender and what has been specifically agreed to by NBCC in its Letter of Intent. Any matter inconsistent therewith, contrary or repugnant thereto or deviations taken by the Agency in its "Tender" but not agreed to specifically by NBCC in its Letter of Intent, shall be deemed to have been withdrawn by the Agency without any cost implication to NBCC. For the sake of brevity, this Agreement along with its aforesaid Tender and Letter of Intent shall be referred to as the "Contract".

ARTICLE 3.0 – CONDITIONS & CONVENANTS

- 3.1 The scope of Contract, Consideration, terms of payments, advance, security deposits, taxes wherever applicable, insurance, agreed time schedule, compensation for delay and all other terms and conditions contained in NBCC's Letter of Intent No. _____ dated _____ is to be read in conjunction with other aforesaid Tender. The contract shall be duly performed by the Agency strictly and faithfully in accordance with the terms of this contract.
- 3.2 The scope of work shall also include all such items which are not specifically mentioned in the Tender but which are reasonably implied for the satisfactory completion of the entire scope of work envisaged under this contract unless otherwise specifically excluded from the scope of work in the Letter of Intent.
- 3.3 Agency shall adhere to all requirements stipulated in the Tender.

- 3.4 Time is the essence of the Contract and it shall be strictly adhered to. The progress of work shall conform to agreed works schedule/ Tender and Letter of Intent.
- 3.5 This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.
- 3.6 The total contract price for the entire scope of this contract as detailed in Letter of Intent is Rs._____ (in words), which shall be governed by the stipulations of the Tender.

ARTICLE 4.0 – NO WAIVER OF RIGHTS

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

ARTICLE 5.0 – GOVERNING LAW AND JURISDICTION

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

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

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

For and on behalf of:

For and on behalf of:

Name of Agency M/S NATIONAL BUILDINGS CONSTRUCTION
CORPORATION LIMITED

WITNESS:

WITNESS:

1.

1.

Annexure – I

Attendance Sheet

[illegible]

PROFORMA OF PERFORMANCE CERTIFICATE IN RESPECT OF
PERFORMANCE ON PROJECTS EXECUTED OR UNDER EXECUTION OF NBCC

(To be submitted in Envelop – 1)

Name of the Tender Inviting Authority of NBCC: _____
(This proforma shall be furnished for each project executed or under execution with NBCC)

| | | |
|----|--|--|
| 1. | Project Title & Location | |
| 2. | Contracted Amount as per Lol | |
| 3. | Date of Start / Commencement as per Lol | |
| 4. | Stipulated Date of Completion | |
| 5. | Physical Progress stipulated on the Last date of Submission of Tender (% of total work) | |
| 6. | Physical Progress achieved on the Last Date of Submission of Tender (% of total work) | |
| 7. | Financial Progress stipulated on the Last Date of Submission of Tender (% of total work) | |
| 8. | Financial Progress achieved on the Last Date of Submission of Tender (% of total work) | |

Certificate of Performance by the CSR In charge:

1. Performance of the Agency in above written Project is Satisfactory / not Satisfactory (Strike through whichever is not Applicable).
2. This certificate is being issue on the request of Agency only to participate in the specific tender of NBCC & not for any other purpose.

Date :

CSR Incharge of the work

PROFORMA IN RESPECT OF PERFORMANCE ON PROJECTS UNDER EXECUTION
OF NBCC

(To be submitted in Envelop – 1)

Name of the Agency: _____

Whether any Base Line Survey and
Implementation of Skill and Entrepreneurship
Development Program in Construction Sector
for NBCC (Yes / No): _____

In case of Projects Executed or under Execution with NBCC, please furnish
following details:

| Sl. No. | Project Title | Contracted Amount as per LOI with Date |
|------------|---------------|---|
| | | |
| | | |
| | | |
| | | |
| | | |
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| | | |
| | | |

It is certified that Information furnished above is true and in accordance with records available with us. It is to further certify that if any of the Information furnished above is found incorrect / material deviation is observed at any stage of project i.e. from invitation of Bids / Tenders to completion/ defects liability / maintenance period, NBCC may at its sole discretion, reject our tender, forfeit Earnest Money Deposit / Performance Guarantee / Retention Money and / or Recover any other Sum / sums due to us as NBCC may deem fit.

Signature of the Agency with Seal

National Buildings Construction Corporation Limited

Name of the Organisation :
Name of Activity & Year :
Name of State / UT, if required :
Whether Specialised / Communication Agency

BILL of QUANTITY / Consultancy Fee (Price Bid)

For Baseline Survey and Implementation

| Sl. No | Duration in days / hours | Unit | Qty. | Cost per beneficiary | Total * | Service Tax | Grand Total** |
|--------|--|----------|--|----------------------|---------|-------------|---------------|
| 1. | Base Line Survey | Lump sum | | | | | |
| 2. | Implementation of placement linked Skill and Entrepreneurship Development Program in Construction Sector | Each | Ranchi (Jharkhand) - 100 Gaya (Bihar)-100 | | | | |
| | Grand Total (sum of Sl. No. 1+2) | | | | | | |

*Fee in Figures & Words ** In Words & Figures

Note:

- i) The financial proposal of only those agencies will be considered who demonstrate their ability to carry out the responsibilities specified and demonstrate that they meet the eligibility conditions set out for the assignment.
- ii) The fees quoted above are inclusive of all taxes, levies, duties, provisional sums, service tax, etc. as per above.
- iii) The lump sum fee includes the entire Work / Deliverables indicated in the TENDER.
- iv) The fees quoted above are inclusive of all expenses likely to be incurred in carrying out the assignments including space, water, electricity,

furniture, material, deliverables as detailed, site visits, out of pocket (travelling, accommodation, subsistence, transportation) expenses and other miscellaneous expenses and all other expenses.

- v) The Break-up of the different component of cost involved may also be mentioned separately for our reference and appraisal.
- vi) Period of validity of Price Bid is 90 days from the opening date of the proposals. No request shall be considered for price revision during the Contract Period.
- vii) If necessary, NBCC shall seek extension in the bid validity period beyond 90 days. The Tenderers, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD.
- viii) TO BE SUBMITTED IN SEALED COVER

Signature_____

(Seal and Stamp)

Date_____