

MISHRA DHATU NIGAM LIMITED
(A Govt. of India Enterprise, Under Min. of Defence)
P.O. KANCHANBAGH, HYDERABAD

AND

NATIONAL PROJECTS CONSTRUCTION CORPORATION
P.O. KARKHANA, SECUNDERABAD
Project Management Consultant (PMC) for Management & Supervision for this work

Part-I TECHNICAL BID

**CONSULTANCY SERVICES FOR CIVIL, ARCHITECTURAL, WATER
SUPPLY, PLUMBING, ELECTRICAL, UTILITY WORKS INVOLVED IN
CONSTRUCTION OF MULTI LEVEL CAR PARKING at MIDHANI**

TENDER NOTICE No: MDN/PUR/AP2071004/ADVT/013/17-18 Date: 21-04-2017

To,

Dear Sir / Sirs,

Sub : CONSULTANCY SERVICES FOR CIVIL, ARCHITECTURAL, WATER SUPPLY, PLUMBING, ELECTRICAL, UTILITY WORKS INVOLVED IN CONSTRUCTION OF MULTI LEVEL CAR PARKING AT, MIDHANI, HYDERABAD .

REF : - 1) TENDER NOTICE No: MDN/PUR/AP2071004/ADVT/013/17-18 Date: 21-04-17.

With reference to the above tender for the subject work we are herewith forwarding a set of blank tender documents in respect of the above cited work which contain the following:

a)	Notice Inviting Tender	Appendix – A	Page No.03
b)	Tender	Appendix – B	Page No.07
c)	Instruction to tenderers	Appendix – C	Page No.08
d)	General Conditions of contract	Appendix – D	Page No.15
e)	Special conditions of contract	Appendix – E	Page No.24
f)	Scope of consultancy	Appendix – F	Page No.27
g)	Proforma of Bank Guarantee	Appendix – G	Page No.35

You are requested to quote in percentage(%) against the bill of quantities / scope of consultancy of the above tender documents and sign all pages of above appendixes as a token of your acceptance of all conditions therein. The completed tender should be delivered in a sealed cover (Wax sealed) and dropped in the tender box kept at security office of Corporate office at Kanchanbagh, MIDHANI, Hyderabad on or before 10.30 hours on 16-05-2017 addressed to the Addl. G.M. (I/c PURCHASE) and the tender will be opened on the same day at 11.00 hrs. in the presence of Tenderer or his authorized representative, if choose to be present. The technical bid and commercial bid shall be kept in two separate sealed envelopes and both the envelopes shall be kept in another sealed cover. Please mark clearly outside the sealed cover as BID FOR THE WORK OF CONSULTANCY SERVICES FOR CIVIL, ARCHITECTURAL, WATER SUPPLY, PLUMBING, ELECTRICAL, UTILITY WORKS INVOLVED IN CONSTRUCTION OF MULTI LEVEL CAR PARKING AT, MIDHANI, HYDERABAD.

You may please note that MIDHANI will not be responsible for any delay or loss of tender during transit by post.

Tenderer/Consultant shall not include any conditions and the quote shall be unconditional failing which tender is liable for rejection.

Thanking you,

Signature of the consultant

Yours faithfully,
For MISHRA DHATU NIGAM LIMITED
Signature of the Issuing Officer

MIDHANI-NPCC

TENDERER

APPENDIX – A

MISHRA DHATU NIGAM LIMITED
(A Government of India Enterprise, Ministry of Defence)
PO – Kanchanbagh,
Hyderabad - 500058, Telangana, INDIA
Telephone : 91-40-24184000, Fax: 91-40-
24340214/24341250
WEB SITE: www.midhani.com

NIT No.:

Date: 21-04-2017

NOTICE INVITING TENDER

Mishra Dhatu Nigam Limited (MIDHANI), Hyderabad invites sealed tenders under two bid systems (One envelope for technical bid and other for price bid) from National reputed Consultants for the Architectural & Engineering Consultancy services for CIVIL, ARCHITECTURAL, WATER SUPPLY, PLUMBING, ELECTRICAL, UTILITY WORKS INVOLVED IN CONSTRUCTION OF MULTI LEVEL CAR PARKING AT, MIDHANI, HYDERABAD as detailed below:

S. No	Name of the work	
1.	Architectural & Engineering Consultancy services for Civil, Electrical, Utility, Works involved in construction of Multilevel car parking at MIDHANI, Hyderabad	Estimated cost of Multi Level Car Parking is Rs. 751 Lakhs.
2.	Scope of work	Scope of work includes Detailed Architectural and Engineering Consultancy services, viz. collection of all required data's, General and Technical surveying, Soil investigation , Design, Drawings including Preparation of various possible conceptual layouts, plans, elevations with architectural view with possible finishing and utilities, Preliminary / detailed estimate, <u>submission of bar bending schedule</u> , Detailed Architectural and structural designs & drawings of plumbing, sanitary, water supply, civil, electrical ,utility services, generators, lift, fire protection services, telephone, lan etc Preparation of Preliminary/Detailed estimates based on CPWD specifications, bidding documents for fixing of executing agencies and market rate justification along with rate analysis & quotations for fixing of

		Construction/executing agencies, providing technical assistance during execution, inspection of site of work during progress of work including technical advice, providing & submitting additional drawings if required etc., for Architectural,Civil, Electrical ,water supply, plumbing Utility Works etc involved in construction of Multilevel car parking at MIDHANI, Hyderabad
3	Completion time	As per Tender document
4	Earnest money to be deposited	Rs. 22,500/- (Rupees Twenty Two thousand Five Hundred only)in favour of MIDHANI payable at Hyderabad in the form of DD/BG/BC/online payment of any Nationalized/Scheduled bank.
5.	Tender Fee(Non refundable)	Rs.1,000/-(non-refundable) in the form of DD/BC/Online in favour of MIDHANI payable at Hyderabad in the form of BC/DD / online of any Nationalized/Scheduled bank.
6.	Validity of Tender	90 days from the date of opening of tender
7.	Sale of Tender Document	They can collect by remitting tender fee Rs.1000/- or download from our website: www.midhani.com
8.	Submission of Tenders	On or before 10.30 AM of 16-05-2017
9.	Opening of Technical bid	On 16-05-2017 at 11.00 AM

Qualifying Criteria:

1. Tenderer must have minimum experience of 07 (five) years for similar work and shall have valid registration from Council of Architecture. (Documentary evidence is to be submitted)
2. Tenderer must have PAN and Service tax registration no. (Documentary evidence is to be submitted).
3. Average Annual Turnover of the Tenderer during the last three financial years (2013-14, 2014-15, 2015-16) ,should be at least 2% of estimated cost of the project (Documentary evidence needs to be submitted).
4. The tenderer must have in its name as a prime Consultant experience of having successfully completed similar works during last 07 years and should have done the following:
 - (a) Three Similar completed works each costing not less than the amount equal to 40% of the estimated cost. OR
 - (b) Two Similar completed works each costing not less than the amount equal to 50% of the estimated cost. OR
 - (c) One Similar completed works each costing not less than the amount equal to 80% of the estimated cost.

5. Tenderer must have successfully completed the consultancy work for CIVIL, ARCHITECTURAL, WATER SUPPLY, PLUMBING, ELECTRICAL, UTILITY WORKS INVOLVED IN CONSTRUCTION OF MULTI LEVEL CAR PARKING / RCC Multistoried building (Min.G+3) within seven (07) years with similar nature of Multi storied building preferably of RCC in any Central/ State Government Deptt/ Central Public Sector undertaking/ State Public sector Undertaking/ Central Autonomous body/ State Autonomous body/ City Development Authority/ Municipal Corporation of City formed under any act by Central/state Government and published in Central/State Gazette/ any reputed large private organizations/M.N.C .
6. Joint ventures are not permitted.
7. Agency must have ESI & EPF Registration and shall submit proof of having valid ESI & EPF registration certificate.
8. This is a two bid system viz Technical & Price bid
Technical Bid (1st Envelope) will contain mainly:
 - a. Credentials of contractor (as specified in the eligibility criteria) along with "Technical bid".
 - b. EMD of Rs. 22,500/- in the form of Demand Draft/ pays order/ **B.G**/Bankers Cheque/online payment -drawn in favour of MIDHANI. Payable at Hyderabad Above shall be drawn from Nationalized / Scheduled bank only.
 - c. Any other additional information, which is thought to be necessary by the tenderer.
 - d. MIDHANI employee sons/ daughter /near relatives are not allowed to participate in tender.
9. **"Price Bid" (2nd Envelope)**: The tenderer shall indicate his offer of quotation for above mentioned work on % in the price bid attached and shall submit in a wax sealed cover, addressed to Addl. General Manager (I/c Pur.), MISHRA DHATU NIGAM LIMITED, KANCHANBAGH, HYDERABAD along with technical bid but in a separate sealed cover .
10. **The TECHNICAL BID** will be received upto 10.30 hrs ON 16-05-2017 and opened at 11.00 hrs on 16-05-2017, in the presence of tenderers or their authorized representatives who chose to be present. **PRICE BID** of the eligible and qualified in technical bid only will be opened at a later stage for which the date and time will be intimated to them.
11. The tenderers, at his own cost are advised to inspect and survey the site and its surroundings and satisfy themselves before submitting their tender .As to the form and nature of the site means of access to the site, accommodation that may be required etc. In general, tenderer shall themselves obtain all necessary information as to risk contingencies and other circumstances which may influence or affect their tender. The tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra claims due to any misunderstandings or otherwise shall be allowed.
12. Submission of a tender by a tenderer implies that he has read this notice and all other contract document and has made himself aware of the scope and specifications for the work to be done and conditions of MIDHANI and local conditions and other factors bearing on execution of the work. No extra claim will be entertained on account of misunderstandings or what so ever.

13. Tender document for the above works are available in downloadable format at MIDHANI official web site www.midhani.com . Tenderers are advised to submit the tender document duly signed and stamped along with all the relevant documents/ credentials required in tender for technical qualification, tender processing fee and Earnest Money Deposit as stated above.
14. Interested Tenderers may contact the following official for site visit and/or for seeking any details regarding execution of proposed work.

Contact persons:-

For any query in the tender contact

- (a) Sri K.V.Raju, G.M ,Hyderabad Zone, NPCC, Mob no-8974009127
Mail;- npcc.hyd@gmail.com
- (b) Sri V.C.Bhatnagar, Sr Manager, NPCC, Mob no- 8521480362
- (c) Mail;- npcc.hyd@gmail.com, gmadanmohan@midhani.com
- (d) Addl. General Manager (I/c Purchase), MISHRA DHATU NIGAM LIMITED, P.O. Kanchanbagh, Hyderabad – 500058, Phone: 040-24343861, Fax:040-24340764.
- (e) Addl.GM(PMO),MIDHANI,9177304937

Tender documents duly completed in all respect shall be received on or before the date & time as specified in above table at S.No. 10 in the office of the Addl. General Manager (I/c Purchase), MISHRA DHATU NIGAM LIMITED, P.O. Kanchanbagh, Hyderabad – 500058, Telangana State and Technical bid shall be opened at date & time as specified in above table at S.No.10. Documents received after the stipulated date & time are liable to be summarily rejected.

Any corrigendum/addendum/errata in respect of the above tender shall be made available only at our official web site www.midhani.com. No further press advertisement will be given. Hence prospective Tenderers are advised to visit MIDHANI web site regularly for above purpose.

Addl. General Manager (I/c Purchase)
MISHRA DHATU NIGAM LIMITED

APPENDIX – B**TENDER**

To,

The Addl. G.M (I/c Purchase)
MISHRA DHATU NIGAM LIMITED,
P.O. KANCHANBAGH, HYDERABAD - 500 058 (T.S.)

Sir,

Sub: SUBMISSION OF TENDER

I/We hereby offer to carry out the work of CONSULTANCY SERVICES FOR CIVIL, ARCHITECTURAL, WATER SUPPLY, PLUMBING, ELECTRICAL, UTILITY WORKS INVOLVED IN CONSTRUCTION OF MULTI LEVEL CAR PARKING AT, MIDHANI, HYDERABAD.

I / We have carefully gone through all the contents of the following documents connected with the aforesaid work and

I / We hereby agree to abide by all the terms and conditions laid down therein.

a)	Notice Inviting Tender	Appendix – A	Page No.03
b)	Tender	Appendix – B	Page No.07
c)	Instruction to tenderers	Appendix – C	Page No.08
d)	General Conditions of contract	Appendix – D	Page No.15
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I / We further agree / authorize MIDHANI to deduct 10% of running bill / final bill amount towards the Security Deposit and I agree for release of the same in two stages indicated in the tender conditions.

I / We further agree to execute all the works referred to in the said documents upon the terms and conditions, contained or referred to therein and as detailed in the above appendices and also agree to carry out deviations within the scope of work as may be ordered to a maximum of 10% of the contract sum, without any extra cost.

Encl : As above

Yours faithfully,
Signature of the Consultant/tenderer

Witness:

1. Signature:

2. Signature:

Name & Address

Name & Address.

MIDHANI-NPCC**TENDERER**

APPENDIX – C**MISHRA DHATU NIGAM LIMITED
P.O. KANCHANBAGH
HYDERABAD – 500 058****INSTRUCTIONS TO TENDERERS**

1. The tenderers are required to verify all the tender documents received by them as their completeness in all respects and satisfy themselves before submitting the same. In case of any short receipt of pages or otherwise defective tender pages, the same shall be brought to the notice of the A.G.M (I/c Purchase) immediate and before opening of tenders. If no such defects are reported, it shall be deemed that the tenderers have received the said documents without any defects and no complaint whatsoever in this regard shall be entertained after opening of tenders.
2. The tenderers are required to quote their lowest consultancy charges **up to a maximum of 1% of the Estimated cost or actual value of the work done, whichever is less**, all-inclusive, as lumpsum amount in percentage for the scope of consultancy services.
3. No extra payment is admissible due to any increase in the cost of works as a result of tendering or due to deviations or variations during execution of work or due to escalation in prices of materials and labour or due to reworking designs / modification if any desired by MIDHANI.
4. If the cost of work on tendering for construction (Civil Contractor) comes below the estimated amount as calculated in (1) above, the accepted tender value will be taken for the purpose of payment to the consultant and the amount will be reduced on prorata basis. Similarly, if the cost of tender comes more than the estimated cost, payment percentage will be based on estimated cost of consultant.
5. In case of the scope of work is reduced by the deletion of works / services, the same quoted percentage will be valid for the revised/ reduced estimated cost of the work.
6. The %(percentage) for consultancy charges quoted shall include and shall be deemed to have included all taxes including taxes on works contract taxes, duties whatsoever leviable under any enactment of the State or Central Govt. or any other local authorities. The **Consultancy charges** shall also include and shall be deemed to have included any other expenses viz. travelling, accommodation etc.
7. While quoting their consultancy charges the tenderers are advised to take into account all factors and contingencies that have bearing on the charges quoted by them, and no claim will be entertained on this account after acceptance of the tenders or during the currency of the contract.

8. Special care should be taken to write consultancy charges in figures as well as in words against the bill or quantity / scope of consultancy services in such a way that interpolation is avoided. In the event of any discrepancy between description in words and figures of consultancy charges quoted by the tenderer, the description in words shall prevail.
9. All entries in the tender, documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly signed by the tenderer concerned.
10. The tenderers are required to sign each and every page of the tender documents including the drawings attached if any thereto. All correction in the tender documents must also be signed by the tenderers.
11. Tenders must be submitted in wax sealed covers and should be addressed to the Addl. G.M (I/c PURCHASE), MISHRA DHATU NIGAM LIMITED, HYDERABAD – 500 058, T.S. full name and address of the tenderer and the name of the work should be mentioned on the cover and the sealed tender shall be dropped in the tender box kept at Corporate office security, MIDHANI.
12. The offer along with charges quoted in the tender shall remain valid for six months from the date of opening of tenders.
13. All errors in totaling in the amount column and in carrying forward totals will be corrected and the tendered sum amended accordingly. The tendered sum so altered for the purpose of tender shall be substituted against the sum originally tendered and considered for acceptance instead of the original sum quoted by the consultant.
14. In the event of a tender being submitted by a partnership firm, the tender must be signed separately and legibly by each partner or member of the firm, or in their absence a person holding power of attorney on behalf of the firm concerned. In the later case, a copy of the Power of Attorney duly attested by a Gazetted Officer must accompany the tender. The attested and certified true copy (attested only by a Gazetted officer) of the partnership deed must be enclosed along with the tender submitted by the partnership firm.
15. (a) Earnest Money deposit: The consultant has to deposit EMD as mentioned in NIT in the form of D.D/BC/Bank Guarantee (Annexure-G) /online drawn in favour of "MIDHANI" shall be deposited for (MLCP) No other forms are accepted. This EMD will be converted to security deposit and the same will be refunded as per clause 15 (b) security deposits.

(b) Security deposit: EMD of successful tenderer will form part of S.D. A sum of 10% of bill will be deducted from the running bills / final bill towards S.D. The 10% security deposit will be refunded in two parts.
 - i. 5% security deposit will be refunded after the Completion of the consultancy services in all respects for all works under the contract.

- ii. Balance 5% security deposit will be refundable after the issue of the No Defects certificate to civil contractor under the scope of the consultancy contract.
16. The security deposit as a whole is liable to be forfeited in case the consultant fails to render the consultancy services, in whole or part, and / or causes breach of the Terms & conditions of the contract or abandons the work.
17. The EMD and SD amount bear no interest and same will be refunded without any interest.
18. The consultant shall consider and include all his claims as per accepted terms and conditions of the contract in his final bill, which shall construe and mean that the consultant shall not have any other claims whatsoever against MIDHANI other than those indicate in the final bill. "NO DEMAND CERTIFICATE" stating that he has no other claims on MIDHANI except the claims indicated in the final bill, should be submitted along with the final bill.
19. MIDHANI reserves absolute right to appropriate, deduct, set off or retain / with hold any amount payable to the tenderer Security deposit under this contract or any other contract or any other transactions against any sum, which in the opinion of MIDHANI is due to MIDHANI whether Subjudice contract or under any contract, deal or transaction whatsoever.
20. All compensations or other sums of money payable by the consultant under the terms of this contract may be deducted from his security deposit or from any sums which may be due to or become due to the consultant on any account whatsoever. In the event of the security deposit being reduced by reason of any such deductions, the consultant shall within 10 days make good the security deposit to the extent of short fall / deficiency by Demand draft in favour of MIDHANI, Hyderabad.
21. If a tenderer withdraws his offer after submission of his tender, or fails to start rendering consultancy services in accordance with the instructions of the Engineer-In-charge, the Security deposit deducted / deposited by him shall be forfeited without prejudice to any other remedy available to the company under the contract.
22. MIDHANI, Hyderabad reserves the right to reject any or all tenders received or accept any tender or part thereof without assigning any reason. In the case of acceptance of a part of the tender, time for completion may also be reduced to an extent considered appropriate by the Accepting officer. The acceptance of the tender in part mentioned above is at the sole discretion of the Accepting officer and shall be binding on the consultant.
23. Conditional and un-witnessed tenders, tenders containing freak rates and amount, tenders, which are incomplete or otherwise considered defective and incomplete or otherwise considered defective and tenders not in accordance,

with the tender condition laid down by the Accepting officer are liable to be rejected.

24. Tenders not submitted in the prescribed forms are liable to be rejected.
25. The tender notice and other correspondences connected thereto shall be deemed to form integral part of the contract to be entered into for the consultancy services.
26. On acceptance of the tender, name of the accredited representatives of the consultant who would be responsible for taking instructions from Engineer-In-Charge shall be communicated in writing by the consultant.
27. The acceptance of the tender, will rest with the Competent Authority and reserves to himself the authority to accept or reject any or all tenders without assigning any reasons. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.
28. The consultant's responsibility under this contract shall commence from the date of acceptance of work order. The schedule date of completion of this consultancy contract will depend upon the completion of the Civil construction works of the project **as well as on completion of Defect liability period of the project**. The consultant will have to plan his consultancy services accordingly, preparation of the "As Built" (completion) drawings etc. the consultant shall take into account the likely delay in completing the construction work by the contractors for any reason whatsoever, and in the event of any such delay, the consultant shall continue to render all services as per the contract being the scheduled period and will be continued to be under the obligation and until the work is completed in all respects at no extra cost.
29. The consultant shall make all arrangement for execution of Agreement at his own cost using MIDHANI standard format on non-judicial stamp paper and execute the same.
30. After award of work, the consultant shall not increase his quoted consultancy charges in case the accepting officer negotiates for reduction of consultancy charges for omissions / additions in the scope of work. Such negotiations shall not amount to be cancellation or withdrawal of the original offer and the consultancy charges originally quoted shall be valid for a period of 6 months from the date of opening of tenders.
31. Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by consultant who resort to canvassing will be liable to be rejected.
32. Tender(s) who would be successful in getting consultancy services contract would be ineligible to be considered in their own name, or in the name of any of their Division and / or associates / group of companies / firm for participation of construction contracts for which consultancy services are rendered by them.

33. The tender documents issued to any tenderer are not transferable.
34. These instructions to tenderers shall be deemed to form an integral part of the contract.
35. Several documents forming the contract are to be taken as mutually explanatory to one another, and, if there are varying or conflicting provision made in any of the documents forming part of the contract, the Engineer in charge shall be the sole deciding authority with regard to the intention of the document and his decision in this respect shall be final and binding.
36. Income tax / statutory levies as amended or as may be levied from time to time shall be deducted at source.
37. The consultant shall accept full responsibility for the structural soundness of the designs and other details furnished by them. The consultant shall also compensate MIDHANI for any loss or damage caused to MIDHANI by reason of any defect or deficiency in the design / detail / furnished by them or by reason of ambiguity or lack of clarity in tender documents.
38. (a) Recoveries shall also be effected from the consultant on account of any over payment / overestimate due to consultant's mistake, detected at any stage as a result of technical examination, audit study, vigilance inspection / investigation at any time.

(b) Recoveries shall be effected from the consultant due to quality design, estimate, design, drawing, technical specifications, BOQ etc., as decided by the Competent Authority.
39. Recoveries shall be effected from the consultant on account of any losses suffered under the provision on section – 73-75 of the Indian Contract Act 1982/Law applicable as amended from time to time.
40. The consultant shall be liable to be debarred from the future engagement for a specified number of years or total bar depending on the gravity of the lapses.
41. In case of any professional misconduct on the part of consultant, MIDHANI will refer the matter to the council of Architecture, New Delhi for appropriate action under section 30 of the Architect Act 1972 (Central Act No. 20 of 1972) / law applicable and amended from time to time or any authority concerned.
42. The consultant shall strictly adhere to the provisions of the Architecture (Professional conducts) Regulations, 1984, incorporated under the Architecture Act, 1972.
43. Latest IT clearance certificate for last 3 years I.T. Returns or audited balance sheet for the last 3 years duly self attested shall be submitted along with the tender.

44. The Consultant shall have visited the site of the work and ascertained there from all conditions and information pertaining to his work prior to conclusion of the contract. No claim shall be permitted arising from non-fulfillment of this condition. The Consultant shall also be deemed to have ascertained all special local and national standards, regulations, customs etc. which may affect his design, schedule, choice of supervisory personnel etc. prior to submission of his offer. No claims for extra payment shall be entertained on this amount.

45. All Tenderers/ authorized person of Tenderers shall attend the Pre Bid-meeting scheduled in the Purchase department of MIDHANI, Kanchanbagh, Hyderabad on 04-05-2017 at 11.00 AM

46. Pre-bid meeting

- (i) The Tenderer or his officially authorized representative is invited to attend a pre-bid meeting, which will take place as referred in clause 45 above.
- (ii) The purpose of the meeting is to clarify issues and to answer questions on matters that may be raised at that stage.
- (iii) The Tenderer is requested to submit their questions / queries / clarifications in writing or by email / fax to reach the MIDHANI not later than one week before the meeting.
- (iv) Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents which may become necessary as a result of the pre-bid meeting shall be made by the MIDHANI exclusively through the issue of an Addendum & also uploaded on web site .But in case only clarifications WITHOUT CHANGE IN ORIGINAL TENDER, the same will be made through the minutes of the pre-bid meeting uploaded on web site.
- (v) All Tenderers are advised to attend the pre bid meeting, failing which it is deemed that he understood all the terms & conditions & complete tender. No further queries will likely to be entertained after the pre bid meeting.

47 ***Amendment of Bid Documents***

- I. Before the deadline for submission of bids, MIDHANI may modify the bidding documents by issuing addenda.
- II. Any addendum so issued shall be part of the bid documents as well as Contract document and shall be communicated in writing or by email / fax to all the purchasers of the bidding documents. Prospective Tenderers shall acknowledge receipt of each addendum by email / fax to the MIDHANI.
- III. **All the Tenderers must check the web site of MIDHANI (www.midhani.com) for any changes/addendums before the date of submission of the tender. No excuse will be entertained in this regard.**
- IV. To give prospective Tenderers reasonable time to take an addendum into account in preparing their bids, the MIDHANI may extend the date for submission of bids, if necessary.

47 Language of the Bid

All documents relating to the bid shall be in the English language, unless stated otherwise.

P.S:- This notice inviting tender shall form the part of the contract document.

Contact persons:-

For any query in the tender pl contact

(a) Sri K.V.Raju, G.M ,Hyderabad Zone, NPCC, Mob no-8974009127

Mail;- npcc.hyd@gmail.com

(b) Sri V.C.Bhatnagar, Sr Manager, NPCC, Mob no- 8521480362

Mail;- npcc.hyd@gmail.com

I ACCEPT THE ABOVE

SIGNATURE OF THE OFFICER
ISSUING THE TENDER DOCUMENTS

SIGNATURE OF THE CONSULTANT
/ TENDERER

APPENDIX – D**GENERAL CONDITIONS OF CONTRACT****CHAPTER – I****DEFINITIONS: -**

In these General conditions of contract the following terms shall have the meaning hereby assigned to them except where the context otherwise requires.

- a) "CONTRACT" means tender and acceptance thereof, which include the following documents.

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Acceptance letter and any other conditions mutually accepted by the parties after issue of acceptance letter.

- b) "TENDER DOCUMENTS" means the Appendix A to F as aforesaid given to the Tenderers for the purpose of preparing their tenders.
- c) "THE CONTRACT SERVICES" means the services described in the tender documents / consultancy contract and in individual work order issued from time to time to the Tenderer including all modifications, additional services and obligations to be carried out either at site or at the Tenderer's work places or other places as required for the performance of the contract.
- d) "THE SITE" means the land and other places on, in or through which the work is to be executed under the contract or any adjacent land, path or street which may be allotted to or used for the purpose of carrying out the contract.
- e) NPCC shall mean National Projects Construction Corporation Limited, a company registered under the Indian Company Act 1956, with its Registered Office at Raja House, 30-31, Nehru Place, New Delhi-110019, Corporate Office at Plot No.148, Sector 44, Gurugram – 122003 and Zonal Office at D.No. 59/1/2/1, Second Floor, Above ICICI Bank, Kausalya Estate, Karkhana, Secunderabad – 500 009, Telangana State. NPCC is working as Project Management Consultant for this project on behalf of MIDHANI.

CHAPTER – II

1. ASSIGNMENT OR TRANSFER OF CONTRACT :

The Tenderer shall not without the prior written approval of the Accepting officer, assign or transfer the contract or any part thereof or any share, or interest therein to any other person / firm. No sum of money which may become payable under the contract shall be payable to any person than the Tenderer unless the prior written approval of the Accepting Officer to the Assignment or transfer is given.

2. SUB – CONTRACT

The Tenderer shall not sublet any portion of the contract without the prior written approval of the Accepting Officer.

3. LAW GOVERNING THE CONTRACT :

This contract shall govern by the Indian laws for the time being in force and as amended from time to time.

4. SUBMISSION OF AGREEMENTS, BANK GUARANTEES, HYPOTHECATION DEEDS ETC.

Any agreement, Bank guarantee, Hypothecation deeds required to be executed under this contract shall be made at the cost of the Tenderers with proper stamp duty as per the prescribed formats. However, MIDHANI have the right to alter, modify, and delete any clauses / materials in such formats as deemed fit.

5. JURISDICTION :

Notwithstanding anything contained elsewhere in this Tender document, quotations of the contractor or in any other document whatsoever, for the purpose of jurisdiction, the courts at Hyderabad shall only have jurisdiction to try any matter or disputes arising out of this contract other than those coming under the purview of Arbitration clause.

6. ARBITRATION :

Except where, otherwise provided for in the contract, all questions and disputes relating to the services to be rendered and meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claims, right, matter or thing whatsoever in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders or otherwise conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Chairman & Managing Director / Director/General Manager and if the Chairman &

Managing Director / Director/General Manager is unable or unwilling to act, to the sole arbitration/Council of Arbitrator some other persons appointment by the Chairman & Managing Director / General Manager willing to act as such arbitrator.

The sole arbitrator/Council of Arbitrator to whom the matter is originally referred being transferred or vacating his / her office or being unable to act for any reason, such Chairman & Managing Director / Addl. General Manager as aforesaid inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall entitle to proceed with the reference from the stage at which it was left by his predecessor.

Subject as aforesaid the Provisions of the Arbitration & conciliation Act 1996, (amended act of 2015) or any statutory modification or reenactment thereof and the rules made there under arbitration proceedings under this clause.

It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator may from time to time which consent of the parties enlarge the time, for making and publishing the award.

The services under the contract shall be continued during the arbitration proceeding and unless otherwise agreed in writing by parties or unless it is proved that the services cannot possibly be continued during the arbitration proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing. The arbitrator shall give a separate award in respect of each dispute or difference referred to him.

The venue of arbitration proceedings shall be at Hyderabad.

The award of the arbitrator shall be final, conclusive and binding on both the parties to the contract without their being an appeal thereon.

7. Liquidated Damages

If the Consultant fails to deliver as per the time schedules or complete and execute the Project / work within the Time for Completion specified in the Contract or any extension thereof (allowed without liquidated Damage) due to reasons attributable to the Consultant, then MIDHANI shall be entitled to recover the amount of Liquidated Damages, but not by way of penalty, by making deductions from the Consultant's

account laying with the Purchaser and if the amount to be deducted is not sufficient or available then by encashment of Consultant's Bank Guarantees, at the rate of 0.1% of the Consultant charges, specified in the Contract, including taxes, duties, levies cess, etc per day of delay up to a maximum of 10% of such Consultant charges including taxes, duties, levies, cess, etc.

Any recovery of Liquidated Damages shall be effected from the amount payable to the Consultant or SD as the case may be. In case the amounts for such recovery are not sufficient, the Consultant agency shall remit the balance amount.

The Purchaser may, without prejudice to any other method of recovery, deduct the amount of such damages from any amounts in his hands due to the Consultant. The payment or deduction of such damages shall not relieve the Consultant from his obligations to complete the work or from any other of his obligations and liabilities under the Contract.

Waiver : -

No failure or delay by either party in enforcing any right, remedy, obligation or liability in terms of the contract shall be deemed to be waiver of such right, remedy, obligation or liability as the case may be, by the party and notwithstanding such failure or delay, the party shall be entitled at any time to enforce such right, remedy obligation or liability, as the case may be.

8. CANCELLATION OF CONTRACT FOR UNSATISFACTORY PERFORMANCE:

If MIDHANI considers that the performance of the Tenderer is unsatisfactory or not up to the expected standard, MIDHANI shall notify the Tenderer in writing the details thereof, in such case, MIDHANI reserves right to terminate the contract by giving 30 days within writings to the Tenderer.

9. CANCELLATION OF CONTRACT FOR CORRUPT PRACTICES :

The accepting officer, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to MIDHANI cancel the contract in any of the following cases and the Tenderer shall be liable to make payment to MIDHANI for any loss or damage of cancellation for default.

If the Tenderer

- a) Offers or gives or agrees to give to any person in MIDHANI service any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act in relation to the obtaining or execution of this or any other contract for MIDHANI ; or

- b) Enters into a contract with MIDHANI in connection with which commission has been paid or agreed to be paid by his or with his knowledge unless the particulars of any such commission and the terms payment thereof have previously been disclosed in writing to the Accepting Officer ; or
- c) Obtains a contract with MIDHANI as a result of ring tendering or by non – bonafied method of competitive tendering without first disclosing the fact in writing to the Accepting Officer ; or
- d) Misrepresents any fact while tendering for any work or create conditions favorable for acceptance of his tender.

10. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT, TRANSFER OR SUBLETTING OF CONTRACT :

The Accepting Officer may without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to MIDHANI, shall cancel the contract in any of the following cases :

If the Tenderer :

- a) Being an individual, or a firm, any partner thereof shall at any time becomes insolvent or be adjudged bankrupt or have receiving order or order for administration of his estate made against him or shall take any proceeding for liquidation or compensation under any Bankruptcy Act for the time being in force or makes any conveyance or assignment of his effects of composition or arrangement for the benefit of his creditors or proposes to do so, or if any application be made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him or on behalf of his creditors or
- b) Being a company shall pass resolution or the court shall make an order for the liquidation of its affairs, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitles the court or debenture holder to appoint a receiver or manager or
- c) Assigns, transfers, sublets or attempts to assigns, transfer or sublet any portion of the work without the prior written approval of the Accepting officer. whenever the Accepting officer exercises his authority to cancel the contract under this conditions, he may complete the work by any means at the Tenderer's risk and expense provided always that in the (as certified by MIDHANI which is final and conclusive) being less than the contract cost, the advantage shall accrue to the MIDHANI, and that if the cost of completion exceeds the money due to the contractor shall either pay the excess amount ordered by the MIDHANI or the same shall be recovered from the contractor by other means.

11. CANCELLATION OF CONTRACT FOR DEFAULT OF THE CONSULTANT :

- a) If the consultant makes default in commencing the services within a reasonable time or within the time specified, or if; the consultant in the opinion of MIDHANI during the currency of the contract makes default in completion of civil, INTERIOR WORKS etc. of the project or progress of the services is slow, or the services as poor of if the consultant fails to comply with any of the terms and conditions of the contract, or fails to complete the services in part or full or fails to achieve the progress as set out under the contract or abandons the contracts or otherwise commits any breach of contract, MIDHANI will cancel the contract as a whole or in part without any prior notice to the consultant at the sole cost, risk and expense of the consultant and get the balance services executed either by another consultant or through any another agency / agencies as deemed fit. In such an event, the consultant shall be liable to make good and compensate all losses, expenses whatsoever, incurred or to be incurred by MIDHANI.
- b) In the event of cancellation of contract as above and the completion of the consultancy services either by MIDHANI or by another consultant or through any other agency / agencies, if the cost of completion works out less than the cost under this contract, the advantage shall accrue to MIDHANI.

12. CANCELLATION OF CONTRACT FOR DEATH ETC. :

Without prejudice to any of the rights or remedies under this contract, if the consultant dies or attains legal disability, MIDHANI shall have the option of canceling the contract without any compensation to the consultant or any of his legal heirs / successors and without any prior notice.

13. SPECIAL POWERS OF CANCELLATION OF CONTRACT / FORECLOSURE OF CONTRACT :

if at any time after acceptance of the tender MIDHANI feels that for any reasons whatsoever, if the whole or any part of the consultancy services is not required to be carried out, notice shall be given in writing of the fact to the consultant and upon receipt of such notice the contractor shall stop the execution of such services as indicated in the notice forthwith. The consultant shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the services in full, but which he did not derive in consequence of the foreclosing of the services / contract. Consultant shall be paid at contract rates for the full amount of the work executed including such additional services as may be rendered necessary by said foreclosing.

14. ORDERS UNDER THE CONTRACT AND COMMUNICATION OR ORDERS :

All orders, notices etc. to be given under the contract shall be in writing and if sent by registered post to the consultant to any of the addresses given by the consultant or to the last known address of the consultant, shall be deemed to have been served on him. Any communication under this contract on any matter whatsoever under the signature of A.G.M / Engineer – in – charge or any officer authorized by General Manager (PMO), MIDHANI, Hyderabad for such communication shall be deemed to have been issued with the approval of the Accepting officer.

15. CONTRACT DOCUMENT SIGNING :

The successful consultant is required to conclude a **Tri-party-agreement** on a non-judicial stamp paper of Rs.100/- on award of the contract in the prescribed format approved by MIDHANI.

16. TERMS OF PAYMENT :

16.1 The price quoted by the tenderer shall be as per format in Percentage/Item rate basis. The payment of fee to the Architect/Engineering Consultant shall be restricted to maximum of 1% of estimated cost or actual work done whichever is less. For the purpose of payment of fees, the project cost shall be lowest of the following:

1. The Actual cost of the project on completion; or
2. Estimated cost approved by MIDHANI/NPCC; or

The actual completion cost of the project or estimated cost approved by MIDHANI/NPCC or estimated cost put to tender shall not include the following:

- Cost of land, if any.
- Payment to statutory bodies/local authorities/State/Central Government.
- Any fee, deposit and payment towards services rendered by local Authorities/State/ Central Govt.
- NPCC agency charges.
- Contingencies Charges.
- Escalation in tendered cost of work due to variations in the cost of labour, material, specifications etc. shall not be paid.
- Arbitration award & its related cost, if any
- Tender cost, advertisement expenses or any other cost related to tendering process.

16.2 Payment Schedule:

S.No.	Description of Work	Percentage of Quoted Fee

1.	Preparation and approval of preliminary scheme and preliminary estimates approvals of MIDHANI-NPCC	10% Of total fee payable
2.	Preparations of detailed drawings and detailed estimates, then approval of MIDHANI-NPCC	<u>10%</u> of the total fee payable
3	Preparation of tender documents, issue of NIT, Justification of rates as per market rate analysis supported with quotations & award of works to Vendors/ agencies.	<u>20%</u> of the total fee payable
4	During execution of work by contractors/vendors (on pro-rata basis) commensurate with the value of work executed.	<u>40%</u> of the total fee payable
5	After successful completion & taking over of project and on acceptance of project by – MIDHANI-NPCC	<u>10%</u> of the total fee payable
6	Balance payment on cessation of Consultants, responsibilities and defect liability is over in terms of general terms & conditions of contract.	<u>10%</u> of the total fee

- Note: 1. Running payments will be made on pro-rata basis taking in to account the quantum of work done under stage 1,2,3 & 5. Pro-rata payments under stage -4 are already allowed. However, no pro-rata payments will be allowed for stage-6.
1. The payment of running as well as final bills may be made by MIDHANI. However the bills are to be submitted to **NPCC,PMC for verification & for** onward transmission to MIDHANI for payment.

16.3 Time of Completion/Schedule:

Sr. No.	Description of Work	Period from Date of Award of Work
1.	To carry out the survey and preparation of preliminary architectural concept report/schemes/ drawings of project/different buildings etc and preliminary estimate for the project as per the requirement of MIDHANI-NPCC.	within <u>20</u> days after issue of Work order
2.	Getting approval of preliminary concept report/ estimate from MIDHANI-NPCC/other concerned authorities/local bodies	Within <u>20</u> days after submission of preliminary estimates.
3.	Preparation of detailed estimates & supply of Tender Documents/Tender Drawings, specifications, rate analysis for all the items etc. for call of tender.	within <u>20</u> days after approval of preliminary Estimate by MIDHANI/NPCC.

4.	Issue of good for construction drawings, <u>bar bending schedules</u> , designs for all components of the scheme.	within 15 days – staggered after approval of Tender drawings & Specifications by MIDHANI/NPCC.
5.	Services during construction stage & till complete handing over of the project	as per schedule Decided by MIDHANI/NPCC.
<p>Note :</p> <ol style="list-style-type: none"> 1. Consultant shall indicate the minimum percentage rate against as mentioned above. The percentage rate will be based on the actual estimate cost of works after finalization of preliminary concept / drawing and the estimated cost will be worked out on <u>CPWD- DSR- 2016</u> rates with escalation as applicable at the time of preparation of estimates. The estimated cost shown in schedule 'A' is only indicative. 2. In the event of the scope of work getting reduced by deletion of any of the work or abandonment of work by MIDHANI due to administrative / unforeseen conditions, then the fee payable to the consultants shall stand correspondingly reduced to the extent in consideration of the stage of work completed by consultants. 3. Payment will be treated as running bills and the same will be paid within 15 days of certification of Engineer-in-charge on verification of NPCC Limited PMC and last bill will be treated as final bill and the same will be paid in 30 days after certification of Engineer-in-charge after verification of NPCC Limited PMC. 		

17. **MODE OF PAYMENT TO THE CONSULTANT :**

All payments to be made to the consultants under this contract shall be net payment after deduction of statutory levies / Taxes etc and made by RTGS. RTGS Details of consultant shall be provided along with tender documents.

18. **DEFECTIVE SERVICE :**

Any defects observed or otherwise brought to the notice of the consultant and / or MIDHANI shall be investigated or / caused to be investigated in detail by any of the reputed institutes / specialist organizations approved by MIDHANI at the cost and risk of the consultant.

It shall be incumbent upon the consultant to propose remedial measures thereof and obtain the acceptance of the reputed approved institute of the specialist organization to such measures before the corrective action is allowed to be undertaken.

APPENDIX – E**SPECIAL CONDITIONS OF CONTRACT****1. PAYMENT / COPY RIGHTS :**

The consultant shall fully indemnify MIDHANI, and its servants, or employees against any action claim or proceedings relating to infringement or the use of any patent, copy right or design or any alleged provided by him / their firm. In the event of any claims being made or action brought against MIDHANI, servants or employees of MIDHANI in respect of any of the matters aforesaid, the Consultant shall immediately be notified thereof for taking necessary action to indemnify MIDHANI, servants or employees of MIDHANI.

2. SECRECY :

The consultant shall take all steps necessary to ensure that all persons employed on any work in connection with the contract have noticed that the Indian Officials Secrets Act 1923 (XIX 1923) applies to them and will continue so as to apply even after the execution of such works under the contract.

3. INSURANCE IN RESPECT OF DAMAGE TO PERSONS & PROPERTY :

The consultant shall indemnify MIDHANI against all claims which may be made against MIDHANI by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof.

4. PRICE ESCALATION :

The consultancy charges accepted under this contract are conclusive and final and no price escalation in the contract rates / consultancy charges, shall be entertained either during the contract period or during the extended period of the contract, which may be due to any reasons whatsoever.

5. Guarantee for design of structure

Consultant guarantees that the services as specified / described under the scope of Consultant, and technical documents to be developed by Consultant shall be in accordance with sound and established engineering practices, using Indian codes, Regulations and International standards wherever applicable, for the purpose (S) specified, free from defects and suitable for respective used intended.

The consultant shall be liable to MIDHANI for the performance of services in accordance with the provisions of the contract and for loss suffered by MIDHANI as a result of default of the consultant in such performance.

6. Arbitration: (Ad-hoc)

If any difference or dispute arises between the parties in respect of interpretation, effect, implementation of the contract, legal relationship, the same shall be resolved by mutual consultation/discussion. However, in case such discussions fail, the matter shall be referred for arbitration of the sole arbitrator and shall be resolved in accordance with the provisions of Arbitration and Consultation Act 1996 and amendment thereof. The authority to appoint the sole arbitrator shall be the Chairman and Managing Director, MIDHANI. The seat/place of arbitration shall be India. The venue of arbitral proceedings shall be Midhani, Hyderabad, India. The language of arbitration proceedings shall be English.

The applicable laws shall be the Indian Laws only.

In case the tenderer is a govt agency or PSU, arbitration shall be in accordance with the DPE guidelines in force or as amended from time to time.

7. Jurisdiction:

The Contract shall be subject to the exclusive jurisdiction of the courts within the local limits of Hyderabad, Telangana, India.

8. Force Majeure:

If at any time during the continuance of this Contract, the performance in whole or in part, neither party shall be liable of performance / obligation under this Contract if such performance is prevented or delayed due to reasons beyond such party's control, including but not limited to acts of God, fire, flood, earthquake other natural catastrophes, any law, order, regulation, direction, action of any civil or military authority, national emergencies, insurrections, riots, war (whether declared or not), hostility, acts of the public or enemy, civil commotion, sabotage, explosion epidemic, quarantine restrictions, strikes and lock-outs, work stoppage or other labour difficulties, absence of the usual means of communication or transportation (hereinafter referred to as 'eventuality') provided however the party to which the force majeure has happened shall use commercially reasonable efforts to eliminate such an event.

Force majeure shall also be deemed in the event of any regulatory decision or government order requiring the either party to suspend its service(s) or operations(s) for any reasons whatsoever.

Notice of the happening of any such eventuality or force majeure as mentioned herein shall be given by either party to the other within fifteen (15) days from the date of the occurrence thereof along with supporting proof of the occurrence of the Force Majeure event, neither party shall, by reason of such eventuality, be entitled to terminate this Contract, nor shall either party have any claim for damages against the other in respect of such non-

performance, or delay in performance, and the work under this Contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist, and the decision of the Purchaser as to whether the work has been so resumed shall be final and conclusive.

The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The time for completion shall be extended by number of days the party giving notice was prevented from performing his obligation due to Force Majeure.

Should one or both parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of at least six (6) months, both the parties shall consult each other regarding the further implementation of the Contract, provided always that, if no mutually agreed arrangement is arrived at within a period within three (3) months from the expiry of the six (6) months referred to above, the Contract shall be deemed to have expired at the end of the said six (6) months referred to above. The above mentioned expiry of the Contract will imply that both the parties have the obligation to reach an agreement regarding the winding up and financial settlement of the Contract.

MIDHANI NPCC

TENDERER

Appendix – F**SCOPE OF CONSULTANCY SERVICES FOR CIVIL, ARCHITECTURAL WORKS INVOLVED IN CONSTRUCTION OF MULTI LEVEL CAR PARKING AT, MIDHANI, HYDERABAD****Soil Investigation/Geo technical Investigation**

- a) Report of topographical survey/contouring, all field investigation, collection of required data from the town, from Local bodies/ Govt. agencies, Sample collection and their testing and Record of levels/level chart etc.
- b) Detailed report on Geo-technical & Hydro-geological investigations, its findings and results

PLANNING & DESIGNING:**Scope of Work:-**

- a) Detailed Layout of Scheme of a particular Length/Section/sector/showing various components of (related to present work) will be shown on drawings.
- b) Report of topographical survey/contouring, all field investigation, collection of required data from the town, from Local bodies/ Govt. agencies, Sample collection and their testing and Record of levels/level chart etc.
- c) Detailed report on Geo-technical & Hydro-geological investigations, its findings and results.
- d) Ultimate disposal point, intermediate rain water harvesting system etc.
- e) Preparation of project planning and scheduling.
- f) Preparation of concept plan (if not already provided by MIDHANI) & to obtain approval of the same from MIDHANI through NPCC.
- g) Development and finalization of finishing schedule and amenities in consultation with MIDHANI through NPCC.
- h) Preparation of BOQ, cost estimate etc. and obtain concurrence from MIDHANI through NPCC.
- i) Preparation of construction drawings, technical specification and list of approved makes for materials etc.
- j) Technical Parameters covering the followings:
 - i) Designs details duly certified/proof check by any of the IITs/NITS Engineering Colleges/Institution/ observations/JNTU/IIIT.
 - ii) Detailed specifications of each work.

- iii) Quality assurance scheme giving details of equipments and tests to be carried out with their frequency keeping IS Codes in view.
- vi) Format for monitoring progress during construction stage.
- v) Bills of quantities duly priced. All estimates shall be prepared on the basis of Central/state schedule of rates, norms wherever applicable and on the basis of market rate analysis where Central/state schedule of rates etc. are not applicable. These estimates should be comprehensive and should include for all items. Detailed analysis for the item not included in state schedule of rates/DSR etc. shall have to be submitted. In case of Market rate items, detailed analysis along with quotations from manufacturers/authorized dealers is to be submitted.
- vi) To update the Survey/preliminary estimates/concept/detailed estimates incorporating suggestions and missing details/facilities etc.
- vii) To prepare & submit required set of Tender Documents, Tender Drawings, BOQ, Estimates, Specifications etc.
- ix) To prepare & submit good for construction drawings, submission of bar bending schedules & visit the sites of work regularly as per requirement of MIDHANI-NPCC to solve the problems of site & issue necessary clarifications/details of the Project.
- x) Design Calculations for all the components of the schemes including getting approvals from the concerned authorities.
- xi) Detailed Structural Drawings/Design Calculations for all the components of the scheme including getting proof checking as indicated in (i)
- xii) Detailed Electrical/Mechanical Drawings/Design Calculations for all the components of the schemes including getting approvals from the MIDHANI-NPCC concerned authorities. Detail load calculations for Electric Power & HVAC loads are to be submitted.
- xiii) Detailed Technical specifications for all the non-scheduled items proposed in the schemes.
- xiv) Project/Buildings have to be economically designed.
- xv) Any other drawings/information's/details required for completion of Survey/preliminary estimates/concept/detailed estimates for execution of work but not mentioned above.
- xvi) Justification of rates for all the items (Schedule and non schedule) on the basis of market rates in the area of subject site supported with quotations.

- c) Survey of the sites of construction and study of conditions and layout schematics and line diagrams as may be required for planning and designing.
 - d) Preparing and supplying overall plot plan, including sufficient No. of schematic plans as per MIDHANI requirement for final approval / acceptance of MIDHANI-NPCC.
 - e) Preparation of detailed structural analysis and structural designing of building / structures including working drawings.
 - f) Preparing and supplying all working drawings, architectural drawings and detail engineering drawings for construction.
 - g) Preparing and supplying tender drawings.
 - h) Salient features of Civil / Structural works are enclosed at Appendix –I & II.
1. Pre award services :
- a) Contour survey
 - b) Preparing and indentifying activities of the project, plan sequence of activities, create work break down structures, and prepare critical path networks.
 - c) Preparing quantity estimates and time schedules.
 - d) Preparing analysis of rates for each of the items of works.
 - e) Preparing technical specifications for each item of work including identification of materials to be used.
 - f) Preparing bill of quantities for construction / installation.
 - g) Preparing material take offs for cement, reinforcement steel and structural steel and preparing bar bending schedules.

Appendix – I

1. The consultant shall furnish three (3) sets of design calculations / drawings for structural / civil works for proof check of MIDHANI-NPCC
 - a) Preparation and submission of preliminary schedule design and Drawings consisting of layout, plans, section, single line diagrams, schematics elevations of buildings / services for approval of MIDHANI-NPCC
 - b) Brief details of specifications for the building internal water supply and sanitary services, approach road, diversion of existing drainage water supply lines, and other architectural designs highlighting the salient features adopted in design and the economy achieved in the design.
 - c) Approximate requirement of cement and structural steel, reinforcement steel (Diameter wise) for the total construction of building.
 - d) The design shall be economical and in case of use of costly items in the work, full justification for its functional use with economy achieved in the cost of construction shall be furnished along with design documents.
 - a) Preparation and submission of detailed estimates based on DSR – 2016 with amendment as applicable at the time of preparation of estimates for civil works and market rate analysis for items which are not available in DSR – 2016.
 - b) In addition to the above consultant shall submit a detailed estimate based on the prevailing market rates duly giving proper justification (Rate analysis) of market rates.
 - c) Preparation and submission of BOQ's tender drawings on the basis of schematic designs approved by MIDHANI-NPCC for the proposed building and service.
 - d) Preparation and submission of technical & particular specifications for each item of work, general description of work, list of approved / ISI manufacture for the various materials for use on construction works.
 - e) Tender documents of MIDHANI prescribed format are to be submitted to MIDHANI along with tender drawings (06 sets to be submitted & if required by MIDHANI additional copies to be given without any additional cost). Also soft copy tender documents are to be given to MIDHANI-NPCC
2. Preparation and submission of detailed working drawings, structural, architectural, layout, single line diagrams, schematics sectional drawings etc, bar bending schedule, which shall be submitted within 3 weeks from the date of submission of Tender drawings / documents referred above. However, any special details required during execution shall be furnished immediately as and when required, to keep the pace of work.

- All the above working drawings and details shall be submitted in 6 sets duly stamped & signed 'Approved for Execution'.
 - One reproducible negative of all working drawings and soft copy shall submit to MIDHANI to take additional prints if required by MIDHANI.
 - Proof checked documents as detailed above before the starting of actual construction activities.
3. Completion drawing (as built drawings) for all works and services incorporating all changes / deviation / revisions / alteration / modifications shall be submitted in Two sets with one reproducible negative and soft copy within 2 weeks after completion of the construction work by the contract agency
 4. All plans, layouts, reflecting all details and requirements specifications, drawings for the said works shall confirm to various rules and regulations framed by Government / statutory authorities.

Appendix – II**Salient features involved in CONSULTANCY SERVICES FOR CIVIL, ARCHITECTURAL WORKS INVOLVED IN CONSTRUCTION OF MULTI LEVEL CAR PARKING AT, MIDHANI, HYDERABAD**

The scope of consultant starts from site survey.

1. The consultant shall prepared at least two alternatives viz plan, Architectural elevations, section details as per the standard practice prescribed in IS code for approval of MIDHANI-NPCC
2. The take out materials for major items like steel, cemented are to be prepared.
3. Similar the interior works shall be described exhaustively and quantity of materials involved along with reputed brands shall be suggested.
4. Landscape drawings, Architectural elevations, 3d image etc shall be provided by the consultant before finalization of specification and bill of quantities.
5. All the drawings, estimates, BOQ etc prepared by Consultant shall be approved by competent authority at very stage.
6. Design of all RCC and structural steel shall be drawings and all other type of drawings are to be carried by consultant. All the detailed, schematic drawings and all other type of drawings are to be carried by consultant along with revision from time (if any). All the designs shall confirm to latest IS standard. One hard copy and one soft copy of design shall be submitted after proof check from JNTU or Osmania or any IIT/IIIT/NIT. Similarly three hard copies of drawings and on along with proof check.
7. The consultant shall make use of local materials available to maximum extent to arrive economical project cost.
8. **Brief scope of work**

Scope of work include planning, tender preparation, BOQ all drawings, detailed specifications etc., Multilevel Car Parking and centre for excellence proposed in MIDHANI, Hyderabad. All preliminary requirements, Architectural, Structural, Civil, Water supply and plumbing, Electrical, Utility, Air Conditioning & Ventilation, Maintenance, LAN, Telephone works etc of the project.

Consultant shall work in consultation with NPCC who shall be responsible for entire supervision, monitoring submission of completion certification and handing over of site to MIDHANI along with the relevant documents. NPCC shall be accountable to carry out the works in compliances and adherence to applicable Government Guidelines including those from Central Vigilance Commission (CVC) / Central Technical Examiner (CTE)

- (i) **Multilevel Car Parking proposed in MIDHANI, Hyderabad**

Approximately 200 cars and about 500 two wheeler parking facility is proposed and plot area available is 80.0 Meter X 46.0 Meter = 3680 Sq.mts.(Stilt +G+ three floors)

PS:- Parking Area mentioned here is only indicative.

Signature of Consultant

APPENDIX III**List of Deliverables**

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

S. no.	Description	Quantum
1.	All survey reports (Soil investigation, Geo-technical & Topographical etc.) in original	As required by MIDHANI/NPCC
2	All the Drawings and estimates to be submitted to clients.	Copies as required by MIDHANI/NPCC
3	Complete detailed design calculations (structural and other services) including supply of drawings	As required by MIDHANI/NPCC
4	All working drawings for all the components (Good for Construction Drawings, <u>bar bending schedules</u>).	As required by MIDHANI/NPCC
5.	Detailed estimates and rate analysis of all works.	As required by MIDHANI/NPCC
6.	Justification of rates for all the items(Schedule and non schedule) on the basis of market rates in the area of subject site supported with quotations.	As required by MIDHANI/NPCC
7.	Completion drawings and detailed documents.	As required by MIDHANI/NPCC
8	Tender documents/tender drawings as per <u>NPCC</u> MIDHANI requirements.	As required by MIDHANI/NPCC

Appendix – G**PROFORMA OF BANK GUARANTEE IN LIEU OF EARNEST MONEY**

(On Non Judicial Stamp paper to be stamped in accordance with stamp act, the stamp paper to be in name of Executive Bank)

Ref.....

Date.....

Bank Guarantee No.....

To
MISHRA DHATU NIGAM LTD
P.O. Kanchanbagh, Hyderabad
Pin
.....

Dear Sir,

In accordance with your Notice Inviting Tenders for under your tender No..... dated M/s. (hereinafter called the Tenderer) with following directors on their Board of Directors / Partners of the firm.

1.....

2.....

3.....

4.....

Wish to participate in the said tender for the following :

(Name of the work)

Whereas it is a condition in the tender documents that the tenderer has to deposit Earnest Money with respect to the tender, with Mishra Dhatu Nigam Ltd (hereinafter referred to as "MIDHANI") amounting to Rs..... or alternatively the tenderer is required to submit "Bank Guarantee" from a Nationalized Bank irrevocable and opening of tender), for the like amount which amount is likely to be forfeited on the happening of contingencies mentioned in the tender documents. And whereas the tenderer desires to secure exemption from deposit of Earnest Money and has offered to furnish a Bank Guarantee for a sum of Rs.22,500/- to the "MIDHANI" for the purpose of securing exemption from the deposit of earnest money.

1. NOW THEREFORE, we the Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of undertaking) Act 1969 and having a branch office at (hereinafter referred to as the Bank") do hereby undertake and agree to pay on demand in writing by the "MIDHANI" the amount of Rs..... (Rupees.....) to the Mishra Dhatu Nigam Ltd "MIDHANI" without any demur, reservation or recourse.
2. We, the aforesaid Bank, further agree that the "MIDHANI" shall be sole judge of and as to whether the tender has committed any breach or breaches of any

MIDHANI-NPCC**TENDERER**

of the terms and conditions of the tender and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the "MIDHANI" on account thereof the extent of the Earnest Money required to be deposited by the Tenderer in respect of the said Tender document and the decision of the "MIDHANI" that the Tenderer has committed such breach or reaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the "MIDHANI" shall be final and binding on us.

- 3. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the "MIDHANI" and change in until it is released by the "MIDHANI" and change in the constitution, liquidation or dissolution of the Tenderer, shall not discharge our liability guaranteed herein.
- 4. It is further declared that it shall not be necessary for the "MIDHANI" to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the "MIDHANI" may have obtained or shall obtain from the Contractor at the time when proceedings are taken against the Bank for whatever amount may be outstanding or unrealized under the Guarantee.
- 5. The right of the "MIDHANI" to recover the said amount of Rs..... (Rupees) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. (Tenderer) and / or that any dispute or disputes are pending before any authority, officer, tribunal or arbitrator(s) etc.
- 6. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs..... (Rupees.....) and our guarantee shall remain in force up to and unless a demand or claim under the guarantee is made on us in writing within three months after the aforesaid date i.e., on or before the all your rights under the guarantee shall be forfeited and we shall relieved and discharged from all liabilities there under.

Date
Place

(Signature).....
(Printed Name).....
(Designation).....
(Bank's Common seal).....
(Authorization No.).....

In the presence of :
Witness
1)
2)

Accepted
(Signature of the Officer)
For and on behalf of the MIDH

MISHRA DHATU NIGAM LIMITED
(A Govt. of India Enterprise, Under Min. of Defence)
P.O. KANCHANBAGH, HYDERABAD

AND

NATIONAL PROJECTS CONSTRUCTION CORPORATION
P.O. KARKHANA, SECUNDERABAD
Engaged as Project Management Consultancy (PMC) for Management & Supervision of the Contract

Part-II PRICE BID

**CONSULTANCY SERVICES FOR CIVIL, ARCHITECTURAL , WATER
SUPPLY/PLUMBING,ELECTRICAL,UTILITY WORKS INVOLVED IN
CONSTRUCTION OF MULTILEVEL CAR PARKING at MIDHANI**

PRICE BID FORMAT (To be quoted on Tenderer's letter head)**SCHEDULE- A**

Name of the work: CONSULTANCY SERVICES FOR CIVIL, ARCHITECTURAL WORKS INVOLVED IN CONSTRUCTION OF MULTI LEVEL CAR PARKING AT, MIDHANI, HYDERABAD

Sl. No.	Description	Unit	Maximum Limit of Consultant fees which shall be paid by Midhani	% Discount quoted on maximum limit of consultant fee	
				(in Figures)	(in Words)
1.	Soil investigation and Geo technical Investigation	One job	Rs 1.50 Lakhs/Per Site		
2.	Detailed Engineering and Consultancy Services for preparation of Detailed Project Report, Preliminary Survey/ Preliminary estimate/detailed estimate for as per scope of work and other terms and conditions explained in the Tender Document.	Percentage of actual construction cost or estimated cost whichever is less as mentioned in tender document	1% of Percentage of actual construction cost or estimated cost whichever is less		
Service tax if applicable shall be reimbursed on submission of the proof as extra.					

Note:-

1. The total percentage quoted for the scheme shall be considered to lowest Tenderer on discount basis to the maximum limit mentioned above. In case of any offer under the price bid is more than the maximum limit prescribed, the offer shall be treated as unresponsive and the same shall be rejected.
2. In case of any discrepancy between the rates/percentage quoted in figures and words, then the rate/percentage quoted by the contractor in words shall be taken as correct.
3. Payments to the consultant shall base on the estimated cost at the time of award of work (Fixed Rate).
 - (i) No extra payment is admissible due to any increase in the cost of works as a result of tendering or due to deviations or variations during execution of work or due to escalation in prices of materials and labour or due to reworking designs / modifications if any desired by MIDHANI-NPCC.

- (ii) If the cost of work on tendering for construction (Civil contract) comes below the estimated amount as calculated in (1) above, the accepted tender value will be taken for the purpose of payment to the consultant and the amount will be reduced on prorata basis.
 - (iii) In case of the scope of work is reduced by the deletion of works / services, the same quoted percentage will be valid for the revised / reduced estimated cost of the work.
 - (iv) In case of any discrepancy between works and figures in percentage quoted above, the quoted rates written in words shall prevail.
 - (v) The technical parameters for design of building are indicated at Appendix – F.
 - (vi) The scope of work for consultancy, terms of payment and other conditions are detailed at Appendix A-F(Technical Bid).
 - (vii) Income tax / other deductions as per statutory provisions shall deduct at source.
 - (viii) Consultant has to make their own arrangement for transport for the entire works.
 - (ix) The site plan, tentative plan enclosed are only indicative. The consultant has to make independent designs, drawings etc for the proposed corporate office.
 - (x) The consultant is required to study all the pages of this document before quoting.
- (4) By signing this page the tendered is hereby agrees to abide by all the terms & condition of these tender documents including the technical these tender documents including the technical bid and the conditions thereon.

Enclosure : -Site Plan – one sheet

Signatures of the Consultant
Or Authorized Person
(With full name)
Name of Firm with Seal of Firm