

NBCC (INDIA) LIMITED (A Govt. of India Enterprise)

OFFICE OF THE GENERAL MANAGER (SBG-ODISHA)

NBCC Imperia, Mouja - Gadakana, Near New Govt. Colony, Press Chhak, P.O. - Mancheswar, Bhubaneswar-751017 (Odisha)
Email ID: odisha@nbccindia.com

NO. NBCC/SBG(O)/DMF/RPF-GBF/Sundargarh/2021/007,

Dated 22.04.2021

NOTICE INVITING e-TENDER

1. NBCC invites percentage fee open e-tenders on QCBS basis from reputed Architect/Consultant firms who fulfill qualification criteria as stipulated in tender documents for "Providing Architectural and Engineering Consultancy Services for Establishment of Regional poultry Breeding Farm (RPF) & Goat Breeding Farm (GBF) at Sundargarh, Odisha" as per schedule as under. The estimated Project Cost of this work is Rs. 21.50 Cr.

Bidding Document No.	NBCC/SBG (O)/DMF/RPF-GBF/ Sundargarh /2021/007, dated 22.04.2021			
Name of the work	Providing Architectural and Engineering Consultancy Services for Establishment of Regional poultry Breeding Farm (RPF) & Goat Breeding Farm (GBF) at Sundargarh, Odisha			
Client/Owner	District Mineral Foundation, Sundargarh			
Brief Scope of Work	Establishment of Regional poultry Breeding Farm (RPF) & Goat Breeding Farm (GBF) at Sundargarh, Odisha			
	 Establishment of Regional Poultry Farm (RPF) & Strengthening of Hatcheries Establishment of Goat Breeding Farm (GBF) 			
	The work includes Comprehensive consultancy services from concept to commissioning including Master Planning, Designing drawings & Architectural services for Civil, Electrical, Plumbing, Office building, Quarters, Boundary wall, Gate complex etc.			
	Scope of work also includes Preparation of Master Plan/Concept plan, working out various options (Layout Plan, Elevation, 3D, Walkthrough presentation, Floor Plans, Conceptual Scheme of Services), conducting various surveys, investigations, preparation of model & Walk-through, preparation of DPR, detailed estimates, Bill of Quantities,			

	analysis of rates based on applicable Schedule of Rates and Market Rate Analysis for tendering process, obtaining all approvals/ NOC from Local & Statutory bodies, planning, concept design & drawing for the project and other works as defined in GCC and as per project requirement. The scope also includes coordination, tendering assistance in bid process management and any other work as required for smooth implementation of the project.
	Site/plot area is 24.50 Acres (Approx) at Sundargarh.
	The brief scope & requirements of the project are as per Annexure-"B" attached. The scope of work as mentioned in GCC, SCC will also be referred in addition to above.
	The facilities (scope of work) indicated in the Tender are the initial thoughts and expected to undergo changes as per requirement.
	The construction area is tentative i.e. approximately 7,000 SqM as provided by the client. This is tentative and may vary as per requirement/norms during preparation of DPR.
The Maximum Quoted Consultancy Fee to be quoted by intending tenderer.	0.75% of the Estimated Cost of the Work
Time for Completion of work	18 (Eighteen) Months
Defect Liability period	12(Twelve) Months
Estimated Consultancy Fee	Rs. 16,12,500.00 (0.75% of estimated project cost of Rs. 21.50 Crores)
Earnest Money Deposit	Exempted (Declaration from bidders to be submitted duly signed and stamped on letter head of company in lieu of EMD as per Annexure-A). The same shall be uploaded by the bidder (s) on online portal.
Non-refundable cost of tender / Bid document	Rs.10,000 + GST @ 18 % = 11,800.00 in the shape of DD/PO in favour of NBCC (India) Ltd. payable at Bhubaneswar
	Bank Details of NBCC (For the purpose of BG) Name of Beneficiary: NBCC (INDIA)
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	LIMITED Bank: Union Bank of India, Lodhi Colony, New Delhi (3524) Current A/C No.: 352401010035007 IFS Code: UBIN0535249				
Non-refundable cost of e-tender processing fee	Rs. 951.00 through e-payment gateway to M/s RailTel Corporation of India Ltd.				
Date & time of opening of Technical bid	O5.05.2021 at 11.30 AM OFFICE OF THE GM (SBG ODISHA) NBCC Imperia, Mouja - Gadakana, Near New Govt. Colony, Press Chhak, P.O Mancheswar, Bhubaneswar-751017 (Odisha)				
Last date & time of submission of bid (on line)	Before and up to 11.00 AM on 05.05.2021				
Period during which EMD, Cost of Bid Document, e-tender processing fee and other documents (all original) in hard form shall be submitted	Before and up to 11.00 AM on 05.05.2021				
Date & time of Design Concept Presentation	On 18.05.2021 from 10.00 AM onwards				
	Venue for Presentation shall be communicated later				
Date & time of opening of Financial Bid	On 18.05.2021 at 5.00 PM				
Validity of offer	150 days from initially stipulated last date of submission of Tender as per NIT.				
Obtaining GRIHA / Green Building Certification	Minimum 3 star GRIHA Rating.				

The tender document can be downloaded from the websites https://nbcc.enivida.com and www.eprocure.gov.in. "Corrigendum, if any, would appear only on the above web site and not be published".

2.0 Minimum Eligibility Criteria:

The interested bidders should meet the following minimum qualifying criteria:

A. Work Experience:

- i) Experience of having provided Architectural & Consultancy services for successfully completed similar works during the last 7 years ending previous day of last date of submission of tenders
 - a. Three similar works each costing not less than 40% of the estimated

OR

b. Two similar works each costing not less than 50% of the estimated cost put to tender

OR

c. One similar work costing not less than 80% of the estimated cost put to tender

"Similar works" shall mean Residential/Non-Residential Building works of any no. of storeys".

"Successfully completed similar works" shall mean completion of construction of project for which consultancy assignment has been executed.

- ii) The past experience in similar nature of work should be supported by certificates issued by the client's organization. In case the work experience is of Private sector, the completion certificate shall be supported with copies of the Letter of Award/ Contract Agreement and Corresponding TDS Certificates. Value of work will be considered commensurate with the value of TDS Certificates.
- iii) The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to previous day of last day of submission of tenders.
- iv) Joint-venture / consortia of firms / companies shall not be allowed and the bidders should meet the above criteria themselves.

v) Foreign Certificates:

(a) In case the work experience is for the work executed outside India, the bidders have to submit the completion/experience certificate issued by the owner duly signed & stamped, and affidavit to the correctness of the completion/experience certificates. The Architect/Consultant shall also get the completion/experience certificate attested by the Indian Embassy/consulate / High Commission in the respective country.

In the event of submission of completion /experience certificate/other documents by the Bidder in a language other than English, the English translation of the same shall be duly authenticated by Chamber of Commerce of the respective country and attested by the Indian Embassy/consulate / High Commission in the respective country.

Note:

Provided further that bidders from member countries to the HAGUE convention, 1961 are permitted to submit requisite documents with "Apostille stamp" affixed by Competent Authorities designated by the government of respective country which would be acceptable in lieu of attestation from the Indian Embassy/ Consulate/ High Commission in their respective countries.

(b) For the purpose of evaluation of Bidders, the conversion rate of such a currency into INR shall be the daily representative exchange rate published by the IMF as on 7 (Seven) days prior to the Last Date of Submission including extension(s) given if any.

vi) Certificates in the name of other Companies:

Certificate of Subsidiary/Parent /Group Company /Own works: Any company/firm while submitting tender can use the work experience of its subsidiary company to the extent of its ownership in the subsidiary company. However, the companies/firms which intend to get qualified on the basis of experience of the parental company/group company/Own works shall not be considered. Further, the financial parameters of the subsidiary or Parental Company cannot be used by the other one for qualification.

Merger/ Acquisition of Companies: In case of a Company/firm, formed after merger and/ or acquisition of other companies/firms, past work experience and Financial parameters of the merged/ acquired companies/firms will be considered for qualification of such Company/firm provided such Company/firm continues to own the requisite assets and resources of the merged/ acquired companies/firm

B. Financial Strength:

- 1. The Average annual financial turnover for last 3 years shall be at least **40%** of the estimated consultancy fee put to tender. The requisite Turn Over shall be duly certified by a Chartered Accountant with his Seal/ signatures and registration number.
- 2. In case of Companies/Firms less than 3 years old, the Average annual financial turnover shall be worked out for the available period only.
 - The bidders are required to upload and submit page of summarised Balance Sheet (Audited) and also page of summarised Profit &Loss Account (Audited) for immediate last three years.
- 3. The intending tenderer(s) must read the terms and conditions of this GCC carefully. He should only submit his bid if eligible and in possession of all the documents required.
- 4. Information and Instructions for tenderers posted on website shall form part of bid document.
- 5. The bid document consisting of scope of work and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website https://nbcc.enivida.com or www.eprocure.gov.in free of cost.
- 6. Those Architect firms/ Consultants not registered on the website mentioned above are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
- 7. The intending tenderer(s) must have valid class-III digital signature to submit the bid.
- 8. On opening date, the Architect Firm/Consultant can login and see the bid

- opening process. After opening of bids he will receive the competitor bid sheets.
- 9. Architect firm / Consultant should upload documents in PDF format.
- 10. Architect firm/ Consultant must ensure to quote rate in percentage. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue. The rate shall be Quoted upto 2 Decimals.

In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the tenderer, rate of such item shall be treated as "0" (ZERO).

- 11. Notwithstanding anything stated above, NBCC reserves the right to assess the capabilities and capacity of the tenderers to perform the contract in the overall interest of NBCC.
- 12. The tenderer(s) is/are required to quote strictly as per the terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.
- 13. The tenderer(s) if required, may submit queries, if any, through E-mail and in writing to the tender inviting authority to seek clarifications within 07 days from the date of uploading of Tender on website. NBCC will reply only those queries which are essentially required for submission of bids. NBCC will not reply the queries which are not considered fit like replies of which can be implied /found in the NIT/ Tender Documents or which are not relevant or in contravention to NIT/Tender Documents, queries received after 07 days from the date of uploading of Tender on website, extension of time for opening of technical bids, etc. Technical Bids are to be opened on the scheduled dates. Requests for extension of opening of Technical Bids will not be entertained.

Further, queries regarding Design concept presentation also will not be entertained after 07 days from the date of uploading of tender on website. Bidders have to give Design concept presentation on the basis of the available data and after collecting information regarding plot area, local heritage, plot connectivity with main road, etc. by visiting the site. Missing link, if any, may be assumed by the bidders with best possible option for presentation since this stage is meant to assess and evaluate the overall understanding of bidder about subject matter and the Project in particular.

- 14. NBCC reserves the right to reject any or all tenders or cancel/withdraw the Invitation for Bids without assigning any reason whatsoever and in such case no tenderer / intending tenderer shall have any claim arising out of such action.
- 15. Integrity Pact as per Annexure-III under Section-6 (For all contracts having estimated consulting fees valuing Rs. 5.00 Crores and above): Integrity Pact duly signed by the tenderer shall be submitted. Any bid without signed Integrity Pact shall be rejected.

15.1 Independent External Monitors

- (i) In respect of this consultancy assignment, the Independent External Monitors (IEMs) would be monitoring the bidding process and execution of contract to oversee implementation and effectiveness of the Integrity Pact Program.
- (ii) The Independent External Monitor(s) (IEMs) have been appointed by NBCC, in terms of Integrity Pact (IP)-Section 6, which forms part of the tenders/Contracts. Contact details of the Independent External Monitor (s) are posted on NBCC"s website i.e. www.nbccindia.com.
- (iii) This panel is authorized to examine / consider all references made to it under this tender in terms of Integrity Pact. The Independent External Monitors (IEMs) shall review independently, the cases referred to them to assess whether and to what extent the parties concerned comply with the obligations under the Integrity Pact entered into between NBCC and Consultant.
- (iv) The Independent External Monitors (IEMs) has the right to access without restriction to all Project documentations of the Employer including that provided by the Consultant. The Consultant will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Sub-consultants. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Consultant / Sub-Consultants etc. with confidentiality.

16. Earnest Money Deposit:

Earnest Money Deposit of amount as mentioned in "NIT of Tender" required to be submitted along with the tender shall be in the form of Demand Draft payable at place as mentioned in NIT in favour of NBCC (India) Limited from any Scheduled bank. The Bank Guarantee towards EMD is also acceptable (in the prescribed format as per Section-6) issued from any Nationalized Bank/Scheduled Banks. EMD shall be submitted in the prescribed proforma.

The EMD shall be valid for a minimum period of 180 (One Hundred eighty) days from the original last day of submission of bid as per NIT. The EMD shall be scanned and uploaded to the e-Tendering website within the period of bid submission and original should be deposited in office of NBCC.

- 16.1 The EMD shall be payable to NBCC without any condition(s), recourse or reservations.
 - i) The Bid will be rejected by NBCC as non-responsive and shall not be considered in case EMD is not received in physical form.
 - ii) The EMD of bidders other than L1 will be returned within 15 days, after opening of Financial Bid.
 - iii) The EMD of the successful consultant will be discharged after the consultant has furnished the required acceptable Performance Guarantee.
 - iv) No interest shall be paid by NBCC on the EMD.
 - v) The EMD may be forfeited:
 - a) If a consultant withdraws the bid after bid opening during the

- period of validity;
- b) If, any unilateral revision in the offer is made by the tenderer during the validity of the offer.
- c) Upon non acceptance of LOI/LOA, if and when placed In the case of a successful consultant; if the consultant fails to Sign the Agreement with in the 30 days from the date of issue of LOA or furnish the required performance security or fail to commence the work within the stipulated time period prescribed in the contract.
- d) If the bidder furnishes any incorrect or false statement/information/document.
- e) If the bidder does not intimate the names of persons who are working with him in any capacity or are subsequently employed by him who are near relatives to any officers of NBCC and/or name of bidder's near relative who is posted in the project office/concerned zonal/SBG/RBG office of NBCC.
- f) If Consultant commits any breach of Integrity Pact.
- 17. Interested Architect firm / Consultant who wish to participate in the bid has also to make following payments in the form of Demand Draft or Pay Order or Banker's Cheque of any Scheduled Bank and to be scanned and uploaded to the e-Tendering website within the period of bid submission:
 - i) Cost of Bid Document: Demand Draft or Pay Order or Banker's Cheque should be drawn in favour of NBCC (India) Ltd payable at New Delhi.
 - ii) e-Tender Processing Fee is to be paid through e-payment gateway to e-Tender Services Provider of NBCC.
 - iii) Cost of Bid Document and proof of e-tender Processing Fee & EMD accordingly, shall be placed in single sealed envelope superscripted as "Earnest Money, Cost of Bid Document and proof of e-tender Processing Fee" with name of work and due date of opening of the bid also mentioned thereon.

Certificate of work experience (if required) and other documents as specified in the tender shall be scanned and uploaded to the e-Tendering website within the period of bid submission and certified copy of each shall be deposited in a separate envelop marked as "Other Documents".

- 18. List of Documents to be scanned, uploaded and also to be submitted in hard copy within the period of bid submission:
 - a. Declaration (Annexure-A of Tender) in lieu of EMD in Original (On letter head of the Applicant/ Bidder).
 - b. Demand Draft/Pay order or Banker`s Cheque of any Scheduled Bank towards cost of Bid Document.
 - c. Proof of payment through e-payment gateway to M/s RailTel Corporation.
 - d. Annexure-I to Annexure-XIII if applicable
 - e. Corrigendum / Addendum / Other documents, if any

f. Power of Attorney of the person authorised for signing /submitting the tender.

NOTE:

- 1. All the uploaded documents duly sealed and signed by the Power of Attorney holder should be in readable, printable and legible form failing which the Bids shall not be considered for evaluation. The document submitted in hard copy should be duly page numbered.
- 2. In case of foreign bidders participating individually, the bidder is exempted from submission of GST/EPF/ESIC registration/PAN etc. including all other statutory registrations/ permissions/ approvals for executing work in India during bid submission. However, foreign bidders have to submit undertaking stating that they will be complying with such mandatory requirements within 60 days of issue of Letter of award.

The Contract agreement shall be signed only after meeting out all such requirements. No payment shall be released till such registration(s). In case of non-fulfilment of any such requirement by the bidder in due course of time, EMD shall be forfeited and the party will be put under holiday list.

The foreign bidder can provide the credit limit documents in lieu of Solvency Certificate.

19. Set of Tender Documents:

The following documents will constitute set of tender documents:

- a) Notice Inviting E-Tender
- b) Quoting Sheet for Tenderer
- c) General Conditions of Contract
- d) Special conditions of Contract (SCC)
- e) Site Layout/Plan, Drawings if available
- f) Annexure-I to Annexure-XIII
- g) Corrigendum / Addendum / Other documents, if any
- 20. The bidders are advised to submit complete details with their bids. The Technical Bid Evaluation will be done on the basis of documents uploaded on e-tendering web site(s)/ submitted by the bidders with the bids. The information should be submitted in the prescribed proforma. Bids with Incomplete/Ambiguous information will be rejected.

The Bank Guarantee for EMD submitted by the bidders shall be strictly in the format prescribed in GCC. In case, EMD is not found verbatim in the prescribed format, the bid will be liable for rejection.

The envelope containing Technical bid should also indicate clearly the name of the tenderer and his address. In addition, the left hand top corner of the envelope or container should indicate the name of the work, name of the document in the envelope with bid opening date and time and addressed to address mentioned above and shall reach up to 11:00 Hrs on or before date of Technical Bid. The on line bid shall be opened at 11:30 Hrs. on the same day.

Online technical bid documents submitted by intending tenderers shall be opened only of those tenderers whose Earnest Money Deposit of requisite amount, Cost of Bid Document, e-Tendering processing fee, Unconditional letter of acceptance and Affidavit for correctness of documents/information are found in order.

The bid submitted shall become invalid, if:

- i) The tenderer is found ineligible.
- ii) The tenderer does not upload all the documents (including GST registration) as stipulated in the bid document.
- iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of tender opening authority.
- iv) Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
- 21. Before the last time and date of submission of bid as notified, the tenderer can submit revised bid any number of times.
- 22. The bid for the works shall remain open for acceptance for a period of 150 days from the last date of submission of bid including the extension given, if any. In case any tenderer withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to NBCC, then NBCC shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid. Further the tenderers shall not be allowed to participate in the re-bidding process of work.
- 23. The acceptance of any or all tender(s) will rest with NBCC who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all of the tenders received without assigning any reason thereof.
- 24. On acceptance of tender, the name of the accredited representative(s) of the Architect / Consultant who would be responsible for taking instructions from Engineer-in-Charge or its authorized representative shall be intimated within 07 days of issue date of Letter of Award (LOA)/ Letter of Intent(LOI) by NBCC.
- 25. Date of Start of work shall be reckoned from the 10th day after issue of the letter of Award (LOA)/ Letter of Intent (LOI) by NBCC.
- 26. The award of consultancy work, execution and completion of work shall be governed by tender documents consisting of (but not limited to) NIT, General Conditions of Contract, Special Conditions of Contract, Technical Evaluation, Price bid, etc. The tenderers shall be deemed to have gone through the various conditions while making/preparing their technical & financial proposals & submitting the Bid(s) including site conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of tenderer will affect his price/rates before quoting their rates.

27. ORDER OF PRECEDENCE OF DOCUMENTS:

In case of difference, contradiction, discrepancy, with regard to General Conditions of contract, Special Conditions, Specifications, Corrigendum/Clarification(s) issued, Drawings, Bill of quantities etc. forming part of the contract, the following shall prevail in order of precedence.

- 1. Letter of Award, along with statement of agreed variations and its enclosures, if any.
- 2. Corrigendum, Addendum, Clarifications etc.
- 3. Special Condition of Contract.
- 4. Description of Bill of Quantity / Schedule of Quantities.
- 5. General Conditions of Contract.
- 6. Drawings
- 7. CPWD/ MORTH specifications (as specified in Technical Specification of the Tender) update with correction slips issued up to last date of receipt of tenders.
- 8. Relevant B.I.S. Codes.
- 28. Design Concept Presentation will be held on 14th day from the date of opening of the Technical Bid. The bidders qualified in Technical Bid Evaluation will be intimated through email minimum 48 hours prior to the Design Concept Presentation.
- 29. Financial Bid will be opened at 5 PM on the date of the Design Concept Presentation in the presence of participants who choose to attend the opening of the Financial Bid.
- 30. In case of any query please contact **Shri Ch. G Samal, AGM (Engg.) Mob No: 9937487734, Email Id: cg.samal@nbccindia.com** during office hours.

GENERAL MANAGER HEAD (SBG-ODISHA)

Annexure-I

AFFIDAVIT

(To be submitted by bidder on non-judicial stamp paper of Rs.100/ (Rupees Hundred only) duly attested by Notary Public) (To be submitted in Envelope-1)

R,	ffidavit of MrS/oS/oS/o
1.	That I am the Proprietor/Authorized signatory of M/sHaving its Head Office/Regd. Office at
2.	That the information/documents/Experience certificates submitted by M/s along with the tender for (Name of work)To NBCC (India) 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.	That (Name of the bidder) shall fully comply with the DIPP"s PPPMII order no P-45021/2/2017/E II dated 15.06.17 and any further revision at any later date during the entire tenancy of the contract.
	Note: In case of procurement for a value in excess of Rs 10 crore, above undertaking shall be provided from a statutory auditor or cost auditor of the company(in the case of companies) or from a practicing chartered accountant (in respect of tenderer other than companies).
5.	It is certified that all approved makes for each respective items to be used in the works are proposed by us Make in India(MII) only as per the norms of minimum local content required as defined in the public procurement (preference to Make in India) order 2017 orany subsequent revision.
	In case, where reputed MII makes are not available, names of any imported/foreign makes shall not be specified, instead requisite specifications of the materials shall be given in the tender.
6.	That (Name of Bidder) shall fully comply with MSMED Act, 2006 and Ministry of MSME Order 2012 or any further revision at any later date (as per applicability under clause 26 of ITT) during the entire tenancy of the contract.
7.	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 / terminate the bid/contract and also forfeit the EMD / All dues.

right or claim on my submitted EMD before NBCC receives said verification.

8. I shall have no objection in case NBCC verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal / Branch office of issuing Bank and I/We shall have no

- 9. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, NBCC shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.
- 10.I hereby confirm that our firm /company is not blacklisted/ barred /banned from tendering by NBCC. If this information is found incorrect, NBCC at its discretion may disqualify / reject / terminate the bid/contract.
- 11. The person who has signed the tender documents is our authorized representative. The Company is responsible for all of his acts and omissions in the tender.

I,,	the Propr	ietor /	Authorised	signator	y of
M/s	do hereby co	onfirm that	the conter	nts of the	above
Affidavit are true to my known			nas been o	concealed	there
from and that no p	Jart Of It IS fair	se.			
Verified atthis	day of				

DEPONENT

ATTESTED BY (NOTARY PUBLIC)