

Ministry of Home Affairs
Directorate General
National Disaster Response Force

6th Floor, NDCC- II Building,
Jai Singh Road, New Delhi-110001
Dated, the 24 November 2020

E.O.I. NOTICE FOR SELECTION OF PSUs ON LUMP SUM SERVICE CHARGES

The DIG (Works), HQ DG NDRF on behalf of the President of India invites online bids from the Central Govt. PSUs registered under the Companies Act, 1956 in two bid system for the following work:

S. No.	NIT No.	Name of work & Location	Estimated cost put to bid	Earnest Money	Period of Completion	Last date & time of submission of bid with documents as specified in the Eligibility Criteria.	Time & date of opening of technical bid
1.	02/2020	Construction of infrastructure for Team Location at Gandhinagar (Gujarat) under 06 Bn NDRF at Vadodara.	Rs. 4,51,73,966/- (4.52 Crores)	N/A (Not Applicable)	18 months	19/12/2020 up to 1500 Hrs.	20/12/2020 at 1500 Hrs.

1. PSUs who fulfil the following requirements shall be eligible to apply. Joint ventures are not accepted.

(a) Should have satisfactorily completed the works as mentioned below during the last Seven years ending previous day of last date of submission of bids.

(i) Three similar works each costing not less than **Rs. 1,80,69,586/-**, or two similar works each costing not less than **Rs. 2,71,04,380/-** OR one similar work costing not less than **Rs 3,61,39,173/-**

Similar work shall mean works of establishing campus of CAPFs (Central Armed Paramilitary Forces) or other equivalent organizations/ establishments. The works must include construction of RCC Framed structures with all facilities of fire protection, earthquake resistance, developmental works, etc.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to previous day of last day of submission of bids.

(b) Should have had Average Annual Financial Turnover of Rs. 2,25,86,983/- on construction works during the last three years ending 31st March 2020 (Scanned copy of Certificate from CA to be uploaded).

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- (c) Should not have incurred any loss (profit after tax should be positive) in more than two years during the last five years ending 31st March 2020.
- (d) Should have a Solvency of Rs. 1,80,69,586/- (Scanned copy of original solvency to be uploaded).
2. The intending bidder PSU must read the terms and conditions of the eligibility criteria carefully. The intending PSU should only submit the bid if it consider itself eligible and is in possession of all the documents required.
 3. As contemplated under GFR 2017 rule 133 (3), the PSUs/Organization for executing the works will be selected after evaluating the financial strength and technical competence. The award of works shall be ensured on competition amongst such PSUs/Organizations on basis of the Lump/Sump service charges to be claimed for execution of the works.
 4. The information and instructions for bidders posted on website shall form part of bid document.
 5. The bid document consisting of the Detail of Works (Annexure- A), Procedure for Fixing Eligibility Criteria (Annexure- B), Terms of Reference (Annexure- C) & standard MoU (Annexure- D) including the terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://eprocure.gov.in/eprocure/appor> <http://www.ndrf.gov.in> free of cost.
 6. Those PSUs 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 bidder PSUs must have valid class-III digital signature to submit the bid.
 8. On opening date, the PSUs can login and see the bid opening process.
 9. PSUs can upload documents in the form of PDF format.
 10. Certificate of Financial Turn Over: At the time of submission of bid contractor may upload Affidavit/Certificate from CA mentioning Financial Turnover of last 3 years or for the period as specified in the bid document and further details if required may be asked from the PSU after opening of technical bids. There is no need to upload entire voluminous balance sheet.
 11. The Technical Bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid as per Form- "F" of PSUs qualifying the technical bid shall be communicated to them at a later date.
 12. Pre Bid conference shall be held in the chamber of the DIG (Works) at HQ DG NDRF, Jai Singh Road, New Delhi on **27/11/2020 at 1500 Hrs.** to clear the doubt of intending bidder PSUs, if any.
 13. HQ DG NDRF, MHA reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified PSUs to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.

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List of Documents to be scanned and uploaded within the period of bid submission:

- I Certificates of Work Experience.
- II Certificate of Financial Turnover from CA.
- III Bank Solvency Certificate
- IV Any other Document as specified in the eligibility criteria.
- V GST registration Certificate of the State in which the work is to be taken up, if already obtained by the bidder.

If the bidder has not obtained GST registration in the State in which the work is to be taken up, or as required by GST authorities then in such a case the bidder shall scan and upload following undertaking along with other bid documents.

"If work is awarded to me, I/we shall obtain GST registration Certificate of the State, in which work is to be taken up within one month from the date of receipt of award letter or before release of any payment by NDRF, whichever is earlier, failing which I/We shall be responsible for any delay in payments which will be due towards me/us on a/c of the work executed and/or for any action taken by NDRF or GST department in this regard.

- VI All documents mentioned in Annexure- B.



(Mohsen Shahedi)

Dy. Inspector General (Works)

Dy. Inspector General (Works) HQ DG NDRF

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Directorate General, NDRF

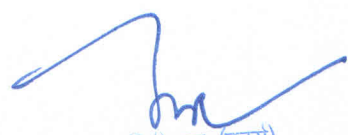
1st Floor, Core-8, SCOPE

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Copy to:

1. The Director General, Standing Conference of Public Enterprises (SCOPE), 1st Floor, Core-8, SCOPE Complex, 7 Lodhi Road, New Delhi-110003, E-mail: scopedg@yahoo.com
2. IT Cell, HQ NDRF, with a request to publish the Advertisement Notice in CPPP Portal and official website of NDRF for vide publicity of the notice.

ANNEXURE- A				
ESTIMATED COST FOR TEAM LOCATION / RRC GANDHINAGAR				
	Particulars of Infrastructure to be created	Area (taken in sqm)	Ground Coverage	Total Cost of Work (inclusive of all Taxes & Contingency @ 3%)
	1	2	3	18
1	SOs' Mess (Sub- Ordinate Officers Mess) including extra rooms (03) and 01 suite for GOs (Gazetted Officers).	500	160	14113058.67
2	60 Men Barrack	1100	363	28111826.45
3	Development of site (taken 3 times ground coverage for development under Phase-I) a. Levelling- @ Rs. 95/- b. Internal roads and paths- @ Rs. 145/- c. Sewer, Filter water suply-@ Rs. 110/- d. Distribution line of 100 mm and below- @ Rs. 80/- e. Peripheral grid 150 mm to 300 mm dia pipes @ Rs. 60/- f. Storm water drains-@ Rs. 85/- g. Horticulture operation-@ Rs.80/- h. Street lighting with HPSV lamps-@ Rs. 165/- i. Exit sign board i/c electric signage-@ Rs. 85/-	523x 3= 1569(890/- per sqm)	1569x 890/-	1691880.81
4	Borewell and pumps	LS		571454.44
5	LT distribution system			457163.55
6	Water Pumps and Fire pumps etc.	LS		228581.77
	TOTAL			45173965.69
			Say Rs	4,51,73,966/-


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PROCEDURE FOR FIXING ELIGIBILITY CRITERIA

1. The eligibility criteria for selection of the eligible PSU shall be decided on the following lines:
 - (i) Experience of having successfully completed works during the last 7 years ending previous day of last date of submission of tenders
 - 03 similar completed works, each costing not less than the amount equal to 40% of estimated cost put to tender,
 - or
 - 02 similar completed works, each costing not less than the amount equal to 60% of the estimated cost put to tender,
 - or
 - 01 similar completed work of aggregate cost not less than the amount equal to 80% of the estimated cost.
 - (ii) **Turnover:** Average annual financial turnover on construction works should be at least 50% of the estimated cost put to tender during the immediate last three consecutive financial years.
 - (iii) **Profit/loss:** The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheet, duly audited and certified by the Chartered Accountant.
 - (iv) **Solvency Certificate:** Solvency of the amount equal to 40% of the Estimated Cost put to tender (ECPT).
 - (v) **Evaluation of performance:** Evaluation of the performance of PSUs for eligibility shall be done by the EOI approving authority or a Committee constituted by him. All the eligible similar works executed and submitted by the bidders may be got inspected by a committee which may consist of client or any other authority as decided by the EOI approving authority. The marks for the quality shall be given based on this inspection, if inspection is carried out.

Scoring method of evaluation: - The scoring for evaluation mentioned in these columns shall be done as given in Proforma— I. This shall be made part of the tender documents.



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Ministry of Home Affairs, Govt. of India

PROFORMA – 1

CRITERIA FOR EVALUATION OF THE PERFORMANCE OF PSUs FOR PRE-ELIGIBILITY

Attributes		Evaluation					
(a)	Financial strength (20 marks)						
	Average annual turnover 16 marks	60% marks for minimum eligibility criteria 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) - on pro-rata basis					
	Solvency Certificate 4 marks						
(b)	Experience in similar class of works (20 marks)						
		60% marks for minimum eligibility criteria 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) - on pro-rata basis					
(c)	Performance on works (time over run) (20 marks)						
	Parameter	Calculation For points	Score		Maximum Marks		
	If TOR =		1.00	2.00	3.00	>3.50	20
	(i) Without levy of compensation		20	15	10	10	
	(ii) With levy of compensation		20	5	0	-5	
	(iii) Levy of compensation not decided		20	10	0	0	
TOR = AT/ST where AT= Actual Time ST= Stipulated Time in the Agreement plus (+) justified period of Extension of Time							
Note: Marks for value in between the stages indicated above is to be determined by straight line variation basis.							
(d)	Performance of works (Quality) (40 marks)						
	(i) Outstanding	40					
	(ii) Very Good	30					
	(iii) Good	20					
	(iv) Poor	0					


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SECTION – I

BRIEF PARTICULARS OF THE WORK

1. Salient details of the work for which bids are invited are as under:

Sl. No.	Name of work	Estimated cost	Period of completion
01.	Construction of infrastructure for Team Location at Gandhi Nagar (Gujarat) under 06 Bn NDRF at Vadodara	Rs. 4,51,73,966/- (Rs 4.52 Crores)	18 Months

2. The work is situated at 06 Bn NDRF Team Location Kadadara Village, Dhegam, Gandhinagar (Gujarat).
3. General features and major components of the work are enclosed as Annexure- A.



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SECTION – II

1.0 General :

INFORMATION & INSTRUCTIONS FOR BIDDERS

- 1.1 Letter of transmittal and forms for deciding eligibility are given in Section III.
- 1.2 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "nil" or "no such case" entry should be made in that column. If any particulars/query is not applicable in case of the bidder, it should be stated as "not applicable". The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bid being summarily disqualified. Bids made by telegram or telex and those received late will not be entertained.
- 1.3 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by an officer not below the rank of Executive Engineer or equivalent.
- 1.4 The bidder PSU may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called for by the Employer.

2.0 Definitions:

- 2.1 In this document the following words and expressions have the meaning hereby assigned to them.
- 2.2 Employer: Means the President of India, acting through the DIG (Works), HQ DG NDRF.
- 2.3 Bidder: Means the PSU submitting bids for the work.
- 2.4 "Year" means "Financial Year" unless stated otherwise.

3.0 Method of application:

The application shall be signed by a duly authorized person holding power for signing the application accompanied by a copy of the power delegated. The bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

4.0 Final decision making authority.

The employer reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders.

5.0 Particulars provisional

The particulars of the work given in Section- I are provisional. They are liable to change and must be considered only as advance information to assist the bidder.

6.0 Site visit

The bidder is advised to visit the site of work, at his own cost, and examine it and its surroundings to himself collect all information that he considers necessary for proper assessment of the prospective assignment.

7.0 Initial Criteria for eligibility

- 7.1 The Bidder should have satisfactorily completed similar works during the last Seven years, ending previous day of last date of submission of EOI as below. For this purpose cost of

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work shall mean gross value of the completed work.

- (i) Three similar works each costing not less than **Rs. 1,80,69,586/-**, or two similar works each costing not less than **Rs. 2,71,04,380/-** OR one similar work costing not less than **Rs 3,61,39,173/-**

Similar work shall mean works of establishing campus of CAPF (Central Armed Paramilitary Forces) or other equivalent organizations/ establishments. The works must include construction of RCC Framed structures with all facilities of fire protection, earthquake resistance, developmental works, etc.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to previous day of last date of submission of tenders

- 7.2 The bidder should have had **Average Annual Financial Turnover of Rs. 2,25,86,983/-** on Civil/Electrical construction work during the last three consecutive years Balance sheets duly audited by Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.
- 7.3 The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheets, duly certified and audited by the Chartered Accountant.
- 7.4 The bidder should have a **solvency of Rs. 1,80,69,586/-** certified by his Bankers.
- 7.5 The bidder should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The bidder shall have to submit a list of these employees stating clearly how these would be involved in this work within 15 days of award of work.

8.0 Evaluation criteria

- 8.1 The detail submitted by the bidders will be evaluated in the following manner:
- 8.1.1 The initial criteria prescribed in para 7.0 above in respect of experience of eligible similar works completed, loss, solvency and financial turn over etc. will first be scrutinized and the bidder's eligibility for the work be determined.
- 8.1.2 The bidders qualifying the initial criteria as set out in para 7.0 above will be evaluated for following criteria by scoring method on the basis of details furnished by them.
- | | |
|--|------------------|
| (a) Financial strength (Form 'A' & 'B') | Maximum 20 marks |
| (b) Experience in eligible similar nature of work during last seven years (Form 'C') | Maximum 20 marks |
| (c) Performance on works (Form 'D') - Time over run | Maximum 20 marks |
| (d) Performance on works (Form 'D') - Quality | Maximum 40 marks |
| Total | 100 marks |

To become eligible for short listing the bidder must secure at least fifty percent marks in each (Section a, b, c & d) and sixty percent marks in aggregate.

The department, however, reserves the right to restrict the list of such qualified contractors to any number deemed suitable by it.

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Note : The average value of performance of works for time over run and quality shall be taken on the basis of performance report and eligible similar works.

9.0 Financial information

Bidder should furnish the Annual financial statement for the last five year in (Form "A") and Solvency Certificate in (Form "B").

Details of PAN, CGST and SGST registration should also be enclosed by the bidder PSU.

10.0 Experience of similar works

10.1 Bidder should furnish the List of eligible similar nature of works successfully completed during the last seven years in (Form "C").

11.0 Organization information

Bidder is required to submit the information in respect of his organization in Forms "E"

12.0 Letter of transmittal

The bidder should submit the Letter of Transmittal attached with the document.

13.0 Opening of Price bid


After evaluation of applications, a list of short listed agencies will be prepared based on the agency charges submitted by the bidder PSUs as per the prescribed Form- "F". Thereafter the financial bids of only the qualified and technically acceptable bidders shall be opened at the notified time, date and place in the presence of the qualified bidders or their representatives.

14.0 Award Criteria

14.1 The employer reserves the right, without being liable for any damages or obligation to inform the bidder, to:

- (a) amend the scope of work and value of contract.
- (b) Reject any or all the applications without assigning any reason.

14.2 Any effort on the part of the bidder or his agent to exercise influence or to pressurize the employer would result in rejection of his bid. Canvassing of any kind is prohibited.


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SECTION III
INFORMATION REGARDING ELIGIBILITY

LETTER OF TRANSMITTAL

From:

To

The DIG (Works),
HQ DG NDRF, New Delhi

Subject: Submission of bids for the work of "Construction of infrastructure for Team Location at Gandhinagar (Gujarat) under 06 Bn NDRF at Vadodara".

Sir,

Having examined the details given in the bid document for the above work, I/we hereby submit the relevant information.

1. I/we hereby certify that all the statement made and information supplied in the enclosed forms A to E and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the requisite certified solvency certificate and authorize the DIG (Works), HQ DG NDRF, New Delhi to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize the DIG (Works), HQ DG NDRF, New Delhi to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I/we submit the following certificate in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:


Name of Work	Certificate from

Certificate: It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I / We shall be liable to be debarred, disqualified / cancellation of enlistment in case any information furnished by me / us is found to be incorrect.

Enclosures: Seal of bidder

Date of submission:

Signature(s) of Bidder(s).


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(FORM 'A')

FINANCIAL INFORMATION

- I. Financial Analysis — Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five financial years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Financial years	2019 - 20	2018 - 19	2017 - 18	2016 - 17

- (i) Gross Annual Turn Over on construction works.
(ii) Profit/Loss.
- II. Financial arrangements for carrying out the proposed work.

Signature of Chartered Accountant with Seal

Signature of Bidder(s)

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FORM "B"

BANKERS' CERTIFICATE FROM A SCHEDULED BANK


This is to certify that to the best of our knowledge and information that M/s..... having marginally noted address, as a Customer of our bank is respectable and can be treated as good for any engagement upto a limit of Rs..... (Rupees.)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature) For the Bank

NOTE

1. Bankers Certificates should be on letter head of the Bank, addressed to tendering authority.
2. In case of Partnership firm, certificate should include names of all partners as recorded with the Bank.


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FORM 'C'

**DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING THE LAST SEVEN
YEARS ENDING PREVIOUS DAY OF LAST DAY OF SUBMISSION OF TENDERS**

S.N.	Name of work/project and location	Owner or sponsoring organization	Cost of work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/arbitration cases pending/ in progress with details*	Name and address/ telephone number of officer to whom reference may be made	Whether the work was done on back to back basis Yes/ No
1	2	3	4	5	6	7	8	9	10

* Indicate gross amount claimed and amount awarded by the Arbitrator.

Signature of Bidder(s)



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FORM 'D'

PERFORMANCE REPORT OF WORKS REFERRED TO IN FORMS "C"

1. Name of work/project & location
2. Agreement no.
3. Estimated cost
4. Tendered cost
5. Date of start
6. Date of completion
 - (i) Stipulated date of completion
 - (ii) Actual date of completion
7. Amount of compensation levied for delayed completion, if any
 - (a) Whether case of levy of compensation for delay has been decided or not Yes/ No
 - (b) If decided, amount of compensation levied for delayed completion, if any
8. Amount of reduced rate items, if any
9. Performance Report

(1) Quality of work	Outstanding/Very Good/Good/Poor
(2) Financial soundness	Outstanding/Very Good/Good/Poor
(3) Technical Proficiency	Outstanding/Very Good/Good/Poor
(4) Resourcefulness	Outstanding/Very Good/Good/Poor
(5) General Behaviour Dated:	Outstanding/Very Good/Good/Poor

Dated:

Officer/ Owner of the Organization
Sign with stamp/ seal




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FORM "E"
STRUCTURE & ORGANISATION

1. Name & address of the bidder PSU
2. Telephone no./Telex no./Fax no.
3. Legal status of the bidder PSU (Scan & upload copies of original document defining the legal status) – Whether a limited Company or Corporation.
4. Particulars of registration with various Government Bodies (Scan & upload attested photocopy)

Organization/ Place of registration	Registration No.
1.	
2.	
3.	
5. Names and titles of Directors & Officers with designation to be concerned with this work.
6. Designation of individuals authorized to act for the organization.
7. Has the bidder, or any constituent partner in case of partnership firm, limited company / Joint Venture, ever been convicted by the court of Law? If so, give details.
8. In which field of Civil Engineering construction the bidder PSU has specialization and interest?
9. Any other information considered necessary but not included above.
10. List of all employees of the PSU with details of qualification and experience in the relevant field.

Signature of Bidder(s)


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FORM "F"

Financial Bid

- a. Name of work :- C/ O infrastructure for team location at Gandhinagar (Gujarat) under 06 Bn NDRF at Vadodara.
- b. Agency Charges in Figure:- Rs.....(.....% of estimated cost i.e. Rs. 4,51,73,966/-)
- c. Agency Charges in words:- Rupees.....
- d. G.S.T. on Agency Charges @% (Rs.....) in figure.
- e. Gross amount of Agency Charges i/ c GST (Sl No. b+d) Rs.....(in figure)
Rupees.....(in words)

Seal & Signature of Bidder(s)



उप-महानिरीक्षक (कार्य) .
Dy. Inspector General (Works)
महानिदेशालय रा0आ0मो0बरा
Directorate General, NDRF
गृह मंत्रालय, भारत सरकार
Ministry of Home Affairs, Govt. of India


Terms of Reference

1. The objective is construction of various infrastructure i.e. non-residential buildings with development of site as per details mentioned at Annexure- A.
2. As contemplated under GFR 2017 rule 133 (3), the PSUs/Organization for executing the works will be selected after evaluating the financial strength and technical competence. The award of works shall be ensured on competition amongst such PSUs/Organizations on basis of the Lump/Sump service charges to be claimed for execution of the works.
3. The PSU/ executing agency shall carry out all project related pre-constructional and construction codal formalities to execute and complete the works in all respect. The scope of work for execution of the project by PSU/ executing agency include the activities as mentioned in standard MoU uploaded on the website as mentioned in the Notice.
4. Stipulated date for completion of all the works shall be 18 months as per terms of MoU.
5. No conditional offer would be accepted. PSU/ Agency shall have to execute the work(s) within the estimated cost, mentioned at Annexure-A.
6. PSUs to which the work will be assigned shall have to execute Memorandum of Understanding (MoU) as per the standard MoU uploaded on the website as mentioned in the Notice. No amendment etc. would be considered in the terms and conditions mentioned in MoU.
7. Agency charges should include all the expenditure like advertisement charges for publicity, preparation of Architectural & structural drawings, detailed estimates, Project Management, site office of PSU, survey charges, soil investigation charges, conveyance and transportation charges, preparation of Arch Model/ 3D drawings etc. Nothing over and above Agency Charges shall be admissible for payment to the selected PSU/ agency.
8. Contingency shall be used only for payment of local body charges, water supply connections/sewer connections/electricity connections etc. to be paid to the State Govt./ Central Govt.
9. No condition shall be put by PSU in tender awarded to contractor by them regarding providing site office to PSU, vehicle for PSU use/computer operator for PSU use.
10. No interest payment/damages shall be admissible for delay in payment to PSU.
11. Extension of time would only be considered in case of work delayed on account of delay attributable to NDRF & due to the Force Majeure Clause. For

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any delay attributable to the PSU/ Executing agency (including those by the contractor engaged by the PSU/ Executing agency for any reason and contingencies other than force majeure clause) compensation shall be made to the NDRF by the PSU/ Executing agency @ 0.5% of the total agency charges per week of the delay, subject to a maximum of 10% of total on agency charges plus maximum 10% on the contract cost of lowest contractor through agency will be applicable as per MoU clause- 9.

12. GST, if applicable, shall be reimbursed as per the existing guidelines of the Govt. of India.
13. TDS on contractor's bill and TDS on Agency charges shall be deducted from the bills submitted by PSU as per extant rule and regulations and approval of Pay & Accounts Department of MHA.


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MEMORANDUM OF UNDERSTANDING (MOU) FOR THE WORK "CONSTRUCTION OF INFRASTRUCTURE FOR NDRF TEAM LOCATION AT GANDHINAGAR (GUJARAT)" UNDER 06 BN NDRF AT VADODARA, MINISTRY OF HOME AFFAIRS (MHA), GOVERNMENT OF INDIA.

Memorandum of Understanding / Agreement made on day of 2020 between the National Disaster Response Force (NDRF), 6th Floor, NDCC- II Building, Jai Singh Road, New Delhi- 110001 hereinafter called 'NDRF' which expression shall, unless the context requires another or different meaning, include its representatives and assigns.

AND

M/S <PSU> (A Government of India Enterprise) a company registered under the Companies Act, 1956 and its registered office at (hereinafter called <PSU>) which expression shall unless the context requires another or a different meaning include their successors, heirs, legal representatives, executors, administrators and assigns on the other part.

WHEREAS, NDRF, MHA vide sanction letter No. conveyed the administrative approval cum expenditure sanction for incurring an expenditure not exceeding Rs. (Rupees only) for **"CONSTRUCTION OF INFRASTRUCTURE FOR NDRF TEAM LOCATION AT GANDHINAGAR (GUJARAT)"** by <PSU> including the 3% contingency (at actual against documentary evidence) and Rs. (%) as agency charges, (The total cost including GST and other taxes wherever applicable).

AND WHEREAS <PSU> has offered to take up and execute the detailed engineering construction of the aforesaid works, as per the estimates submitted by the <PSU> vide their letter No.dated..... for undertaking the work on agency charges for Rs.i.e.@.....% of the actual cost of works, including GST and other taxes thereon wherever applicable.

NOW THEREFORE, this MoU / Agreement witnessed and it is hereby agreed between the parties as follows:-

1.	<u>SCOPE OF WORK</u>
1.1	The scope of work for execution of the project by <PSU> Shall include the following activities:-
(i)	Preparation of detailed working and structural drawings.
(ii)	Preparation of detailed estimates for buildings and all services (civil, electrical & mechanical).
(iii)	Preparation of NIT, call of tenders including pre bid conference whenever applicable, receipt and opening of tenders, decision of tender and award of work.
(iv)	Execution of work and contract management.
(v)	Completion of work.

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(vi)	Testing and commissioning.
(vii)	Completion certificate from local body including fire clearance.
(viii)	Handing over to client.

2.	<u>DETAIL OF WORK</u>
(a)	<p><PSU> shall undertake the Construction of (<u>INFRASTRUCTURE FOR NDRF TEAM LOCATION AT GANDHINAGAR (GUJARAT)</u>) for Rs..... Crore (Rupees in words) as PSU / Public Work Organization based on the preliminary estimates submitted by them and sanction conveyed by NDRF vide letter No.</p> <p>The estimate covers the provision of construction of < details of work approved>..... The estimate has been prepared based on DPAR-2007 with up to date correction slips. <PSU> shall make on its own arrangement of water, electricity and obtain necessary permission for carrying the material by road where applicable from local Traffic Department.</p>
(b)	Total built up area for construction shall be as under: 1600 sqm.
(c)	<p><u>References of Drawings</u></p> <p>The work shall be carried out as per CPWD specifications, based on DPAR-2007. The items not included in the DPAR like <details of such items as may be contained therein> shall be executed as per the recommendations and specifications of the manufacture duly approved by the <organization>. In case of items having options in DPAR like external finishing, the selection of the items to be used shall be decided by the <organization>. In case it becomes necessary to substitute any item due to unavoidable reasons, the rate of the substituted item(s) shall be worked out without affecting the financial implication as under:-</p>
(c.i)	If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of the substituted item and the agreement item (to be substituted).
(c.ii)	If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substitute item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rate of the substitute item and the agreement item (to be substituted).
3.	<u>METHODOLOGY OF EXECUTION</u>
3.1	As subject work is approved in EFC by MHA vide their letter 31- 33/ 2008- NDM- II (SO) Dtd- 27.03.2015, according to Para 5(ii):- The Project should be executed on EPC mode.
3.2	The provisions contained in GFR- 2017 and the manual on policies and procedure for procurement of works issued by Ministry of Finance should be scrupulously followed by <PSU> for awarding the work to executing agency. The entire work including shall be executed through wide open tender system as per the required codal provision, GFR, CVC and CPWD guidelines.
3.3	<PSU> shall assume total and single point responsibility for the quality of work and timely completion of the projects by its executing agencies. <PSU> shall engage reputed experienced, financially sound Contractor and Suppliers for ensuring timely and satisfactory

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	completion of the project within the time frame stipulated in clause 4. In the interest of work, <PSU> shall obtain necessary guarantees relating to workmanship, quality assurance and timely completion of work from the contractors /firms/agencies/suppliers. Clause for security deposits, compensation for delay etc. shall be included in the agreements to be entered into with selected Contractor/suppliers contractors. The work shall be executed as per CPWD specification and all mandatory tests to the materials etc. shall be carried out as per the accepted procedure. Proper record of the test result shall be maintained. While executing the construction work, the general condition of the contract for CPWD work will be taken as guidelines by <PSU>.
3.4	Execution of the Project shall be carried out by <PSU> as Public Works implementation company (Public Work Executing Agency). The work will be completed within the frame stipulated in clause 4. <PSU> shall submit CPM/PERT chart of the construction activity, matching with stipulated time schedule agreed by <PSU>. The copy of the work order of various works awarded to contractor/firm agency suppliers to the party of the first part of the contractor/agencies bills, will be submitted to NDRF for record. <PSU> shall not alter the scope and specifications during execution of the work, as originally submitted by them while obtaining the approval without the prior approval of NDRF. The cost will be comprise all payments to consultant(s), contractors, suppliers, vendors and other agencies connected with the implementation of the project.
3.5	It is understood that the <Organization> or any person authorized by it /him may inspect the "construction work" at any time to satisfy itself/ himself that the building are being constructed by the agency as per drawing & specification as provided in the estimate. If any defect or variation is found during the inspection, they will have to be got rectified by <PSU> at their own cost.
3.6	The work shall be commenced only after the approval of drawing form the local body including fire department. The general clause of the contract including labour regulations, registration of contract, obtaining labour incense from the labour department, safety precautions etc. and all statutory provision shall be as per the prevailing CPWD General Clause of contract. The <PSU> will also submit a schedule to complete the work within the time frame. Monitoring of the physical and financial progress of the work shall be done monthly by a team comprising of officer from NDRF/ MHA and <PSU>. <PSU> shall also be submit a set of working drawings, detailed estimate and copy of certified agreement entered into <PSU> before commencement of the work.
4.	<u>TIME OF COMPLETION</u>
4.1	The total period of completion of the work shall be 18 months. There shall not be any escalation payable by NDRF to <PSU> on account of any delay in the work and the cost of the project for the sanctioned amount shall be firm. The period of completion shall be considered from either from dates mentioned here in below, which happens later.
(a)	Date of sanction of estimate.
(b)	Date of hand over of encumbrance free site.
(c)	Date of approval of building plans by local bodies with maximum limit of 02 months' time.
	<PSU> shall draw out to be detailed construction schedule covering all activities, submit the same to NDRF. <PSU> shall exercise strict supervision, high quality control and efficient project management.

4.2	Time will be decided mutually by PSU and NDRF on case to case basis. Since the very idea of allotting works to PSUs is to speed up the work, the time of completion, the detailed PERT CHART, should be very specially worked out keeping in view the 9 factors mentioned in the Annexure- I of this MoU.
4.3	The user i.e. NDRF shall ensure that there is adequate fund for the execution of the work.
4.4	Cost escalation allowed should be such so as to discourage the cost escalation. Delay in completion by the contractor would be cover as per the existing CPWD guideline a contained in clause 10 C, 10 CA, and 10 CC of the CPWD General condition of contract 2010, and the fixed time schedule for completion of work. The PSU shall enter in to the contract with the contractor accordingly.
5.	<u>COST CONTROL</u>
5.1	<PSU> will ensure that the inputs of all resources is kept at the optimum possible level needed to ensure cost of control and timely completion of works. It will also ensure an all-round efficiency in the use of all inputs so that the cost is kept at the minimum possible NDRF level, <PSU> will prepare detailed preliminary estimates of cost for the various times of works as required by NDRF on CPWD's plinth area rates (whenever applicable) enhanced by the cost index of the locality as worked out by the CPWD from time to time. These estimates shall form the basis for approval of works. On completion of works, the actual completion cost shall be worked out for the complete work showing the rates for individual items and the quantities.
5.2	Tenders shall be invited by the <PSU> from registered contractors of appropriate class. Tender shall be invited on the basis of estimated cost. On receipt of tender, if the tendered cost is within the sanctioned cost, <PSU> shall award the works to the contractors. In case lowest evaluated tendered cost exceeds the approved estimated cost, <PSU> will submit revised preliminary estimate of the project duly indicating the reason for increasing the cost of the project.
5.3	<PSU> will make its endeavor to reduce the cost of constructions by any change of specifications, methods of constructions, value engineering or any innovative or economical design. Such reduction in the cost of construction shall only be made with the approval of the sanctioning authority without affecting, prejudicing or endangering in any way the safety or security of the building.
6.	<u>RECORDS</u>
	The following documents shall, in addition to other requisite documents, be maintained by the <PSU> and produced by it when called for by the NDRF.
(a)	<u>CPM and BAR Chart-</u> Preparation of CPM and Bar Charts, monitoring and modifications as approved by the ministry of Home Affairs shall be made by the <PSU>. This should be given to the NDRF prior to commencement of work and thereafter it shall be updated/ rescheduled, if required, every month.
(b)	A register showing list of contractors against each work and payments made should be maintained by <PSU> and produced for inspection to NDRF as and when required.
(c)	<u>Site documents-</u> All site documents as applicable during execution of the work shall be maintained by <PSU> and will be kept updated at all times. NDRF/ authorized representatives will have the right to peruse them and raised observations, if any, Stage passing and material testing will be paid special attention.
(d)	<u>Structural soundness of the Building-</u> <PSU> shall be responsible for structural

		soundness of the project in all respects and certificate thereon shall be furnished by <PSU> to the NDRF on the completion of work.
	(e)	Completion Drawings- Two sets each of final drawings of the project on completion and detailed layout plans of all services shall be prepared by the <PSU> and handed over all the NDRF as and when called for. This must be provided while making any AIP of final bill on completion of job. The FSTR should be self-explanatory w.r.t sanctioned amount, expenditure incurred, firm liability and anticipated liability if any for entire project.
	(f)	Detailed bar charts activity wise will be submitted by <PSU> and will be monitored on monthly basis.
		All the financial records of <PSU> relevant to the contract will be open to scrutiny and inspection by the authorized representatives of NDRF and MHA/CAG.
7.		ARCHITECTURE
7.1		The layout and design for the buildings shall be done in such a manner so that harmony with the environment is maintained. The <PSU> shall interact with the NDRF, at different stages, to take into account their requirements.
7.2		During the construction stage, the architect shall also be associated for the correctness of architectural features and the quality of finishes to achieve the design envisioned by him and also to ensure incorporation of the suggestions agreed with NDRF.
7.3		<PSU> shall be responsible for obtaining the approval and clearances from the local body/authority, as required under the rules/byelaws.
		<ul style="list-style-type: none"> Design the buildings should be as per entitled norms and specifications of CPWD.
		<ul style="list-style-type: none"> No variation in the design and drawings can be made by <PSU> except with the express approval of MHA.
		<ul style="list-style-type: none"> The <PSU> should clarify that the design is as per CPWD norms/specifications.
		<ul style="list-style-type: none"> No preliminary estimate should be made / approved without approved design signed by user.
		<ul style="list-style-type: none"> Approval of the local bodies should be obtained by the <PSU>, assisted by the client, whenever necessary, after signing of MOU subject to maximum period of 2 months from the date of signing of MOU.
8.		ARBITRATION
		In the event of any dispute(s) or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the Arbitration of one of the Arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in charge of the Bureau of public Enterprises. If the Department of Public Enterprises fails to settle the dispute, the same shall be referred to the Committee on Disputes under Cabinet Secretariat. The Arbitration and Reconciliation Act, 1956 shall not be applicable to the arbitration under the clause. The award of the Arbitration shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such a award may make a further reference for setting aside for revision of the award to the Law Secretary, Department Of Legal Affairs, Ministry Of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary when so authorized by the Law Secretary, whose decision shall be bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the

	Arbitrator.
9.	<u>COMPENSATION FOR DELAY</u>
9.1	The work to be completed within the scheduled time frame and no extension will be granted. However, in case of delay in completion of work due to reasons beyond control of <PSU>, suitable extension time may be granted by NDRF for which <PSU> will make a request to NDRF.
9.2	In case there are some hindrance which comes to the notice of <PSU> and are to be attended by NDRF, the same shall be intimated immediately so that timely action for removal of the same could be taken. In case hindrances occur on the part of the <PSU>, the same shall be intimated and recorded within 15 days of the occurrence of the hindrance.
9.3	<PSU> will provide compensation clauses in their contract with contractors as per CPWD norms. For any delay attributable to the <PSU>. (Including those by the contractor engaged by the <PSU> and for any reason and contingencies other than force majeure clause, compensation shall be made to the NDRF by the <PSU> @ 0.5% of the total project cost per week of the delay, subject to a maximum of 10% of total project cost.
10.	<u>INSURANCE</u>
	<PSU> shall incorporate necessary clause(s) in the tender document for contract between <PSU> and contractor / agencies for any damage/loss or injury , which may occur to any property or person(s) including any employee of the employer arising out of execution of works or temporary works or carrying out of contract as third party insurance.
11.	<u>NO RESPONSIBILITY TO THE NDRF</u>
11.1	The NDRF shall not be responsible or accountable to <PSU> for the employees, agents, technicians and labour employed by <PSU> who shall work on the project site and its premises and <PSU> shall be exclusively responsible for all such personnel engaged, on the works for such matters as payment of salary, wages, bonus, compensation and compensation in the event of death and accident
11.2	There shall be no contractual nexus or privity between the NDRF and the technicians, employees, engineers, architects, labour and contractors and such personnel shall not be the employees of the NDRF and BNDRF shall not be liable in any way (employer-employees relationship, legal and financial) to such personnel who shall be exclusive liability and responsibility of <PSU>.
12.	<u>DAMAGE TO PERSON AND PROPERTY</u>
	The <PSU> shall (except and in so far this agreement provides otherwise) indemnify and keep indemnified the NDRF against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of or in relation thereto NDRF will not be responsible in this regard.
13.	<u>THIRD PARTY INSURANCE</u>
	Before commencing the execution of the work, the <PSU> and or its contractors (but limiting his obligations and responsibilities under clause - 14 hereof) shall insure against any damage/loss or injury may occur to any property including any employee of the employer arising out of the execution of the contract otherwise than due to the matters referred to in this agreement herein before.
14.	<u>FORCE MAJEURE CLAUSES</u>
	<PSU> shall not be held responsible for the delays/ stoppage of work due to force majeure

	conditions like natural calamities flood, fire, earthquake and other act of God as well as war, military operations, blockade acts or action of acute authorities and for losses suffered if any, by NDRF on this account. <PSU> shall also not be able in any way to bear such losses and no compensation of any kind whatsoever will be payable by <PSU> to NDRF. Suitable force majeure clause shall be incorporated in all agreements entered in to by <PSU> with the contractors/agencies.
15.	<u>SECURITY DEPOSIT</u>
	Retention Money/Security Deposit as per the CPWD manual will be retained by <PSU> from the contractors, the amount so retained will be released only after rectification of the defects pointed out by the NDRF during the defect liability period and after specific approval of NDRF.
16.	<u>DEFECTS LIABILITY PERIOD</u>
	This period shall be one year from the date of completion of works. During this period <PSU> shall get the defects rectified without any cost to NDRF. For the item water proofing roof treatment, <PSU> shall give guarantee bond for five years. Similarly for other items like electrical/ mechanical equipments which have guarantee /warranty period beyond one year whenever applicable as per manufacturer recommendations shall also be given by the <PSU>.
17.	The terms of agreement shall be extended to any additional work within the site as mutually and specially agreed upon.
18.	<u>TERMINATION OF THE CONTRACT</u>
	(a) <u>Cancellation of contract in part or in full for Contractor's Default</u> If the contractor fails to complete the works, work order and items of the work within the date of completion and continues in that state after a reasonable notice from the Accepting Authority <PSU> without any prejudice shall cancel the contract as a whole or only such work order or items of works in default from the contract. <PSU> shall also complete the work by any means at contractor's risk and cost and if the estimated cost for completion exceeds the amount due to contractor under the contract, the contractor shall either pay the excess amount or same shall be recovered by <PSU> as per CPWD provisions.
	(b) <u>SPECIAL POWER OF TERMINATION</u> The work wholly or partly can be foreclosed, at any time, after acceptance of the contract by <PSU> for any reason, whatsoever any, NDRF, without assigning any reason or payment of any compensation, whatsoever. The NDRF shall give notice in writing to the effect to <PSU> who shall have no claim to any payment of the compensation or otherwise, whatsoever, on account of any profile or advantage which they might have derived from the execution of the works, in full but which they did not derive in consequence of the foreclosing of the work. <PSU> shall be paid at accept rates, for the full amount of the work executed including such additional work e.g. clearing of the site etc. as may be rendered necessary by the said foreclosing. They shall also be allowed a reasonable payment (as decided by the NDRF) for any expenses sustained on account of labour, tools & plants and materials collected but not utilized on the works, verified by the NDRF.
19.	<u>TERM OF PAYMENT</u>
19.1	The agency charges will be Rs. (.....% of estimated cost) or @.....% of the actual

	cost of work and it will be paid proportionally along with each Running Account bill. Agency Charges will be restricted on actual or sanctioned cost whichever is less.
19.2	<p>On the specific request of the <PSU>, mobilization advance, as per CPWD system, can be considered. Such advance would be payable to the <PSU> by NDRF which shall be limited to maximum of 10% of the cost put to tender or the tendered cost (whichever is less) subject to the following conditions:-</p> <ol style="list-style-type: none"> The advance shall be backed by a Bank Guarantee bond of equivalent amount. <PSU> shall maintain a project account for each work, which will show all receipt and expenditure. All interests earned by the <PSU> on the advance provided shall be credited to this account and used solely for the items of works for which sanction has been taken from the competent authority. The work has to be executed as per defined milestone and timelines as monitored by Review Committee. AT the end of financial year, a review would be carried out at MHA to ascertain the progress of works for which such advance payment has been authorized. In case of the work is delayed beyond the original date of completion or proportionately for reasons attributable to the <PSU>/contractor, the remaining amount of advance shall be recovered alone with interest. Decision on forfeiture of the guarantee bond shall be considered on a case to case basis. If the contract is terminated due to default on the part of the <PSU> /Contractor, the mobilization advance would be deemed as interest bearing at the rate of @ 14.75%.
19.3	The Agency Charges will be related in stages as per the running account bills received from the <PSU>.
19.4	<p>Final payments for work shall be made only on the proposal certificate of the officer-in-charge of execution of the work in the format given below:</p> <p>"I _____, Executing officer of C/o am personally satisfied that the work has been executed as per the specifications laid down in the Contract Agreement and the workmanship is up to the standards followed in the industry".</p>
19.5	All payments shall be made / released by NDRF to <PSU> or vice-versa through an electronic transfer of funds and not by way of cheques/DD/other instruments.
19.6	It shall be endeavor of the NDRF to ensure that the payment of bills of <PSU> shall be made within 30 days of receipt (in the unit/formation), subject to the bill being complete in all respects and with all documents.
20.	<u>REPORT ON PROGRESS</u>
	<PSU> shall submit following monthly reports, the format for which will be provided by the NDRF to <PSU> :-
	(a) Physical progress achieved during the month and cumulative progress of the project.
	(b) Financial progress achieved during the month and expenditure incurred till date.
	(c) Quarterly progress report (QPR).
	(d) Any other detail /reports as require by NDRF.
21.	<u>COMPLETION AND TAKING OVER</u>
	As soon as the project is finally completed, <PSU> shall in turn inform the NDRF, who shall nominate a Board of Officer for checking / verification of the completed work as pre the scope of work for final taking over of the project.

For and on behalf of PSU

Signature

Name

Designation_____ (PSU)

In the presence of witness

Signature

Name

Designation _____ (PSU)

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Annexure-ISTANDARD SCHEDULE OF CONTRACT PERIODS FOR BUILDING WORKS

S.No	Number of storeys	Time Period (Months)
1	Upto 4 storeys	8 to 12
2	Beyond 4 and upto 6 storeys	12 to 15
3	Beyond 6 storeys	16 to 24

(Note:- Basement may be treated equivalent to one storey)

Time may be varied suitably due to following factors:

- Rainy season and inundated conditions
- Depth of subsoil water
- Special features of the building
- Scattered/ concentrated works
- Congested site
- Type of foundation
- Urgency/ Importance of the work
- Extent of Mechanization involved
- Logistics available in area.

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