



I-17018/Works/1404/DG NDRF/2021-10663

Government of India  
Ministry of Home Affairs  
Directorate General

National Disaster Response Force (NDRF)  
Tele / Fax No. 011-23438091, 011-23438136  
Email ID: [hq.ndrf@nic.in](mailto:hq.ndrf@nic.in) & [dg.ndrf@nic.in](mailto:dg.ndrf@nic.in)



6<sup>th</sup> Floor, NDCC-II Building  
Jai Singh Road, New Delhi - 110001  
Dated 1/ Nov'2021

**NOTICE INVITING EXPRESSION (E.O.I.) OF INTEREST FOR SELECTION OF CENTRAL AND STATE GOVT. PSUS ON LUMP SUM PROJECT MANAGEMENT CONSULTANCY CHARGES**

The DIG (Works), HQ NDRF on behalf of the President of India invites online expression of interest from the Central and State Govt. PSUs registered under the Companies Act, 1956 into two bid system (i.e. Technical bid & Financial bid) as a project management consultancy on behalf of NDRF for the following work.

NIT No.	Name of work & Location	Estimated cost put to bid	Earnest Money	Period of Completion after award of work	Last date & time of submission of bid with documents as specified in the Eligibility Criteria	Time & date of opening of technical bid
11 of 2021-22	Construction of Boundary wall, main gate/sentry post etc. at RRC location Dehradun of 15 Bn NDRF	Rs.2,04,93,303/- (Excluding agency charges)	N/A	18 months	26/11/2021 Up to 1700 Hrs.	29/11/2021 At 1500 Hrs.

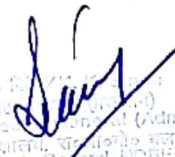
- Only those PSUs who fulfil the following requirements shall be eligible to apply. Joint ventures will not be eligible.
- The PSU:
  - Should have satisfactorily completed the works as mentioned below during the last Seven years ending previous day of last date of submission of bids.
    - Three similar works each costing not less than **Rs. 81,97,321/-**  
OR
    - Two similar works each costing not less than **Rs. 1,22,95,982/-**  
OR
    - One similar work costing not less than **Rs 1,63,94,642/-**

Digitally signed by Dy. Insp. (Adm) Date: 2021.11.01 10:00:00  
Dy. Insp. (Adm)  
Directorate General, NDRF  
Ministry of Home Affairs, Govt. of India

**Note:** \*Similar works shall mean, works of Infrastructure/ campus development of CAPFs (Central Armed Paramilitary Forces) or other equivalent Govt. organizations/ establishments. The works must include construction of RCC Framed structures with all facilities of fire protection, earthquake resistance, developmental works, etc. along with compliance of GRIHA norms for at least GRIHA 3 star rating.

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. 1,02,46,652/-** on construction works during the last three years ending **31st March 2021** (Scanned copy of Certificate from CA to be uploaded).
  - (c) Should not have incurred any loss (i.e. profit after tax should be positive) in more than two years during the last five years ending **31st March 2021**.
  - (d) Should have a Solvency of **Rs. 81,97,321/-** (Scanned copy of original solvency to be uploaded).
3. The intending bidders/ PSUs must read the terms and conditions of the eligibility criteria carefully. The intending PSU should only submit the bid if, it considers itself eligible and is in possession of all the documents required.
  4. 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/Sum service charges to be claimed for execution of the works.
  5. The technical bid should contain the information/documents about the PSU as prescribed in Annexure-B. Similarly, the financial bid should contain the quote of executing agency on project management consultancy (PMC) charges as mentioned in prescribed Performance at Form-F.
  6. The information and instructions for bidders posted on website shall form part of bid document.
  7. 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.
  8. Those PSUs who are 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.
  9. The intending bidder PSUs must have valid class-III digital signature to submit the bid.
  10. On opening date, the PSUs can login and see the bid opening process.
  11. PSUs can upload documents in PDF format only.

  
Director General, NDRF  
Ministry of Home Affairs, Govt. of India

12. 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.
13. Only Technical Bidswill be opened on the date and time as mentioned above. Separate time and date of opening of financial bid as per **Form- "I"** of PSUs qualifying the technical bid will be communicated later on.
14. Pre Bid conference shall be held in the chamber of the DIG (Works) at HQ DG NDRF, Jai Singh Road, New Delhi on **23.11.2021 at 1500 Hrs.** to clear the doubt of intending bidder PSUs, if any.
15. The DIG (Works), NDRF 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 him, if too many bids are received satisfying the laid down criterion.

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

- I. Certificates of Work Experience from the competent authority of concern department.
- 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.

Or

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.

**For & on behalf of the President of India**

Signature.....

Designated.....

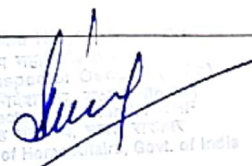
Dated: 11/11/2021

  
Dy. Inspector General (Adm)  
Directorate General, NDRF  
Ministry of Home Affairs, Govt. of India



**Distribution:**  
**DISTRIBUTION:**

01	The Director General, Standing Conference of Public Enterprises (SCOPE), 1st Floor, Core-8, SCOPE Complex, 7 Lodhi Road, New Delhi-110003, E-mail: <a href="mailto:scopedg@yahoo.com">scopedg@yahoo.com</a>
02	The Commandant 15Bn NDRF, Gadarpur.
03	IT Cell, HQ NDRF, with request to publish the Advertisement Notice on official website of NDRF for wide publicity of the notice.
<b>PSUs</b>	
04	The Chairman & Managing Director, HSCC (India) Ltd. E-6(A), Sector-1, Noida, UP-201301, Email: <a href="mailto:hsccltd@hsccltd.co.in">hsccltd@hsccltd.co.in</a>
05	The Chairman & Managing Director, Engineering Projects (India) Ltd. Core-3 , Scope Complex. 7 Institutional Area, Lodhi Road, New Delhi-110003 Email: <a href="mailto:cmd@engineeringprojects.com">cmd@engineeringprojects.com</a>
06	The Chairman & Managing Director, Housing & Urban Development Corp. Ltd, Hudco Bhawan , Core-7A, India Habital Centre, Lodhi Road , New Delhi- 110003. Email: <a href="mailto:cmd@hudco.org">cmd@hudco.org</a>
07	The Chairman Cum Managing Director, National Building Construction Corp. Ltd, NBCC Bhawan Lodhi Road , New Delhi- 110013. Email: <a href="mailto:bdd@nbccindia.com">bdd@nbccindia.com</a>
08	The Chairman & Managing Director, National Projects Construction Ltd., Raja House, 30-31 Nehru Place, New Delhi-110019, Email: <a href="mailto:info@npccindia.com">info@npccindia.com</a>
09	The Chairman & Managing Director, PEC Limited F Block , 3rd Floor Flatted Factory Complex, F & G Block, Jhandewalan Jewellery Complex, Rani Jhashi Road, New Delhi-110055 Email: <a href="mailto:cvo@peclimited.com">cvo@peclimited.com</a> & <a href="mailto:pec@peclimited.com">pec@peclimited.com</a>
10	The Chairman & Managing Director, Projects & Development India Ltd., PDIL Bhawan, A-14 , Sector-1 , Noida, Gautam Budh Nagar, UP-201301. Email: <a href="mailto:bd@pdilin.com">bd@pdilin.com</a>
11	The Chairman & Managing Director, RITES Ltd., Rites Bhawan, 1, Sector-29 Gurgaon, Haryana- 122001. Email: <a href="mailto:info@rites.com">info@rites.com</a>
12	The Chairman & Managing Director, Hindustan Steelwork Construction Corporation Limited, Head Office: 5/1 Commissariat Road Hastings, Kolkata- 700011 (WB) Fax- 011-22437592/033-22230663, E- Mail ID: <a href="mailto:pgm_tech@hscindia.com">pgm_tech@hscindia.com</a>
13	The CEO, IRCON ISL, B-40, IInd Floor, Sector- 1, Gautam Buddha Nagar, NOIDA, UP- 201301 E- Mail : <a href="mailto:ceo@irconisl.com">ceo@irconisl.com</a>
14	The Managing Director, Uttar Pradesh Rajkiya Nirman Nigam Ltd. (UPRNNL), Vishveshwaraia Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow (UP) Email: <a href="mailto:md@uprnnl.co.in">md@uprnnl.co.in</a>
15	The Managing Director, Hindustan Prefab Ltd. (HPL), Jangpura, New Delhi-110014, Email: <a href="mailto:hindprefab@gmail.com">hindprefab@gmail.com</a>

  
 Dy. Inspector, Govt. of India  
 Ministry of Heavy Industries, Govt. of India



SN	Description of Work	Annexure-A
		Estimates cost of work
1	Construction of Boundary wall, main gate/sentry post etc. at RRC location Dehradun of 15 Bn NDRF	20493303.00

  
 Dy. Inspector General (Adm)  
 Ministry of Home Affairs, Govt. of India

**PROCEDURE FOR FIXING ELIGIBILITY CRITERIA OF TECHNICAL BID**

1. The eligibility criteria for selection of PSU in Technical Bid shall be decided on the following lines:

(i) Experience of having successfully completed works as per following criteria during the last 7 years ending previous day of last date of submission of tenders:

(a) 03 similar completed works, each costing not less than the amount equal to 40% of estimated cost put to tender,

Or

(b) 02 similar completed works, each costing not less than the amount equal to 60% of the estimated cost put to tender,

Or

(c) 01 similar completed work of aggregate cost not less than the amount equal to 80% of the estimated cost.

(ii) In support of point 1 (i) above the bidder should submit following certificate:

(a) Completion certificate duly stamped and signed by the client with remarks on quality, and completion time

Or

(b) A certificate issued by the client for executed works clearly mentioning the amount of executed works along with specific remarks on quality, workmanship & time of completion.

The remarks should be either satisfactory or above.

(iii) **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.

(iv) **Profit/loss:** The bidder should not have incurred any loss (i.e. profit after tax should be positive) in more than two years during available last five consecutive balance sheets, duly audited and certified by the Chartered Accountant.

(v) **Solvency Certificate:** Solvency of the amount should be equal to 40% of the Estimated Cost put to tender (ECPT).

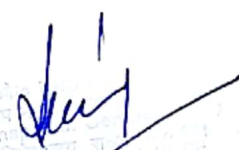
(vi) **Evaluation of performance:** Evaluation of the performance of PSUs for eligibility shall be done by the E.O.I. approving authority or a Committee constituted by him. All the eligible similar works executed and submitted by the bidders may be got inspected by a committee which may consist of client or any other authority as decided by the E.O.I. approving authority. The marks for the quality shall be given based on this inspection, if carried out.

2. Scoring method of evaluation: - The scoring for evaluation mentioned in these columns shall be done as given in **Performa-1**. This shall be made part of the tender documents.



**CRITERIA FOR EVALUATION OF THE PERFORMANCE OF PSUS FOR  
QUALIFYING TECHNICAL BID**

SN	Attributes	Evaluation	
(a)	<b>Financial strength (20 marks)</b>		
	(i) Average annual Turnover 16 marks	(i) 60% marks for minimum eligibility criteria.	
	(ii) Solvency Certificate 4 marks	(ii) 100% marks for twice the minimum eligibility criteria or more.	
		In between (i) & (ii) - on pro-rata basis	
(b)	Experience in similar class of works (20 marks)	(i) 60% marks for minimum eligibility criteria. (ii) 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
	If TOR=		1.00 2.00 3.00 > 3.50
	(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 (Time Over Run) = AT/ST Where, AT=Actual Time of completion 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) Satisfactory	10	
	(v) Poor	0	

  
 Dy. Inspector General of Police  
 Ministry of Home Affairs, Govt. of India


## SECTION-I

### **BRIEF PARTICULARS OF THE WORK**

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

Sl. No.	Name of work	Estimated cost	Period of completion
01.	Construction of Boundary wall, main gate/sentry post etc. at RRC location Dehradun of 15 Bn NDRF	Rs.2,04,93,303/-	18 Months

2. The work is situated at RRC location Dehradun of 15 Bn NDRF.
3. General features and major components of the work are enclosed as Annexure- A.

  
By, Inspector General (Civil)  
Director, Central Prison  
Dehradun, Uttarakhand  
Ministry of Home Affairs, Govt. of India



**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 bidders 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 capability 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.
- 1.5 A pre-bid conference as mentioned in Notice Inviting Tender will be organized to clear the doubt of intending bidder PSUs, if any. Intending bidder PSUs are requested to attend the pre-bid conference on scheduled date and time for any doubt. Any request for clarification of doubts other than asked in pre-bid conference will not be entertained.

**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 and liable to change. They must be considered only as advance information to assist the bidder.

**6.0 Site visit**

By, Inspector of  
District, NDRF  
Ministry of Home Affairs, Govt. of India



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 work shall mean gross value of the completed work.

(i) Three similar works each costing not less than **Rs. 81,97,321/-**, or two similar works each costing not less than **Rs. 1,22,95,982/-** or one similar work costing not less than **Rs. 1,63,94,642/-**

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. 1,02,46,652/-** 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. 81,97,321/-** 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



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.

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.

  
Off. Inspector General (Admin)  
Director General, I.T.  
Ministry of Home Affairs, Govt. of India

**SECTION III**  
**INFORMATION REGARDING ELIGIBILITY**

**LETTER OF TRANSMITTAL**

From:-

To,

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

Subject: Construction of Boundary wall, main gate/sentry post etc. at RRC location Dehradun of 15 Bn NDRF

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).

Dy. Inspector General (Adm)  
Ministry of Home Affairs, Govt. of India



(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).

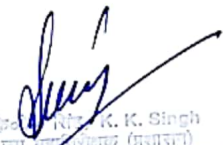
Financial years	2020 - 21	2019 - 20	2018 - 19	2017 - 18	2016 - 17
Amount					

- (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)

  
Dy. Inspector General (Adm)  
Ministry of Home Affairs, Government of India

**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 up to 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.

  
J. Singh  
Jy. Singh (Adm)  
Jy. Singh General (Adm)  
Jy. Singh General, NDA  
Jy. Singh, NDA  
Ministry of Home Affairs, Govt. of India

# **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 Cr.	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 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)

  
 K. K. Singh  
 Director General (Admin)  
 Department of Home Affairs, Government of India  
 New Delhi



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 Behavior Dated: Outstanding/Very Good/Good/Poor

Dated:

Officer/ Owner of the Organization

Sign with stamp/ seal


  
डि. इंस्पेक्टर जनरल (प्रशासन)  
Dy. Inspector General (Adm)  
महानगरपालिका, नक्सामा नगर  
City Municipal, Naksam Nagar  
Ministry of Home Affairs, Govt. of India

**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) 

<b>Organization/ Place of registration</b>	<b>Registration No.</b>
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)

  
Dy. Inspector General (Adm)  
Ministry of Home Affairs, Govt. of India

Terms of Reference

1. The objective is construction of various infrastructure i.e. residential & 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

Dy. Inspector General (Adm)  
 Directorate of Public Works  
 Government of India  
 Ministry of Housing & Urban Affairs  
 New Delhi

(18)




account of delay attributable to NDRF & due to the Force Majeure Clause. For 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 the PSU as per extant rule and regulations and approval of Pay & Accounts Department of MHA.

\*\*\*\*\*

  
Dr. K. K. Singh  
(आचार्य)  
Dr. In-charge, NDRF (Adm)  
भारतीय नदरफ, राष्ट्रीय नदरफ  
Directorate General, NDRF  
एन डी आर एफ, नदरफ  
Ministry Home Affairs, Govt. of India

Annexure-D

MEMORANDUM OF UNDERSTANDING (MOU) FOR THE  
WORKCONSTRUCTION OF BOUNDARY WALL, MAIN GATE/SENTRY POST  
ETC. AT RRC LOCATION DEHRADUN OF 15 BN NDRF.

Memorandum of Understanding / Agreement made on ..... day of .....  
2021 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 ..... Enterprise) a company registered  
under the Companies Act, 1956 and its registered office at  
..... (Herein after 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 order  
No..... has conveyed the  
administrative approval cum expenditure sanction for incurring an expenditure not  
exceeding to Rs. .... (Rupees ..... only) for  
Construction of Boundary wall, main gate/sentry post etc. at RRC location Dehradun of 15  
Bn NDRF by <PSU> including 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:-

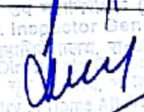
1.	<b>SCOPE OF WORK</b>
1.1	The scope of work for execution of the project by <PSU> Shall include the following activities:-
(i)	Preparation of detailed project report (DPR) including Lay Out Plan (LOP), working drawings, structural drawings and other related drawings necessary for execution of the work.
(ii)	Preparation of detailed estimates for buildings and all services (Civil, Electrical, Mechanical & Bulk services etc.).
(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. The work shall be executed by the PSU purely on EPC (Engineering Procurement and Construction) mode with only the permissible cost overrun as described in GFR-2017 and subsequent amendments. PSU is advised to enter into the contract with their contractor accordingly.
	(iv)	Execution of work and contract management.
	(v)	Quality & cost control, completion of work.
	(vi)	Testing and commissioning.
	(vii)	Completion certificate from local body including fire clearance.
	(viii)	Getting all local body approvals and clearances including environmental clearance and all other approval clearances required as per local byelaws.
	(xi)	Timely registration of the project for GRIHA 3 star rating and getting GRIHA 3 Star certificate.
	(xi)	Handing over to client.

<b>2. DETAIL OF WORK</b>	
(a)	<p>&lt;PSU&gt;shall undertake the work "Construction of Boundary wall, main gate/sentry post etc. at RRC location Dehradun of 15 Bn NDRF" for Rs.....Crore (Rupees in words) as PSU/Public Work Organization based on the preliminary estimates on which sanction of MHA/NDRF is conveyed vide letter No.</p> <p>The estimate covers the provision of construction of &lt; details of work approved&gt;..... The estimate has been prepared based on CPWD, Plinth Area Rates (PAR) 2020 with up to date correction slips. &lt;PSU&gt; 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)	<p><b>References of Drawings</b></p> <p>The work shall be carried out as per CPWD specifications, based on Plinth Area Rates-2020. The items not included in the PAR like &lt;details of such items as may be contained therein&gt; shall be executed as per the recommendations and specifications duly approved by the NDRF. In case of items having options in PAR like external finishing, the selection of the items to be used shall be decided by the NDRF. 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>
(b.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).
(b.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).
<b>3. METHODOLOGY OF EXECUTION</b>	
3.1	The work shall be executed by the PSU purely on EPC (Engineering Procurement and Construction) 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 eligible contractor/firm. The entire work shall be executed through wide open tender system as per the required codal provisions, 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 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 time 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 approved by NDRF 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.	<b><u>TIME OF COMPLETION</u></b>
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 signing of MoU
(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.

Dy. Inspector General (A&M)  
 Ministry of Home Affairs, Govt. of India  




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 in the project/ work should be discouraged. Delay in completion by the contractor would be cover as per the existing CPWD guideline as mentioned in CPWD manual 2019. The PSU shall enter in to the contract with the contractor accordingly.
5.	<b><u>COST CONTROL</u></b>
5.1	<PSU> will ensure that the inputs of all resources are kept at the optimum possible level needed to ensure cost 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 level, <PSU> will prepare detailed estimates of cost for the various items of works as required by NDRF on CPWD's DSR (Delhi Schedule Rates) enhanced by the cost index of the locality as worked out by the CPWD from time to time. These estimates should compulsorily be prepared in accordance with the PAR estimates based on which the sanction of competent authority is conveyed. The detailed estimates shall form the basis for notice inviting tender by the <PSU>. On completion of works, the actual completion cost shall be worked out for the complete work showing the rates for individual items and quantities executed.
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.	<b><u>RECORDS</u></b>
	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)	<b><u>CPM and BAR Chart-</u></b> 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)	<b><u>Site documents-</u></b> 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)	<b><u>Structural soundness of the Building-</u></b> <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)	<b><u>Completion Drawings-</u></b> 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 to 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.
<b>7.</b>	<b>ARCHITECTURE</b>	
<b>7.1</b>		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.
<b>7.2</b>		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.
<b>7.3</b>		<PSU> shall be responsible for obtaining the approval and clearances from the local body/authority, as required under the rules/bye-laws.
		<ul style="list-style-type: none"> <li>Design the buildings should be as per entitled norms and specifications of CPWD.</li> </ul>
		<ul style="list-style-type: none"> <li>No variation in the design and drawings can be made by &lt;PSU&gt; except with the express approval of NDRF/MHA.</li> </ul>
		<ul style="list-style-type: none"> <li>The &lt;PSU&gt; should clarify that the design is as per CPWD norms/specifications.</li> </ul>
		<ul style="list-style-type: none"> <li>No estimate should be prepared / approved without approved designs signed by the user.</li> </ul>
		<ul style="list-style-type: none"> <li>Approval of the local bodies should be obtained by the &lt;PSU&gt;, assisted by the client, whenever necessary, after signing of MOU subject to maximum period of 2 months from the date of signing of MoU.</li> </ul>
<b>7.4</b>		<ul style="list-style-type: none"> <li>The project/ work should be compulsorily be registered for GRIHA 3 star rating by the &lt;PSU&gt; before commencement of work. It will be responsibility of &lt;PSU&gt; to GRIHA 3 star rating for the project/ work. A certificate to this effect is required to be submitted to NDRF with final bill. Payment of final bill will not take place without submission of GRIHA 3 star rating certificate and no compensation for any delay in payment of final bill will be payable to the PSU in such case.</li> </ul>
<b>8.</b>	<b>ARBITRATION</b>	
		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 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.
<b>9.</b>	<b>COMPENSATION FOR DELAY</b>	
<b>9.1</b>		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.	<b><u>INSURANCE</u></b>
	<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.	<b><u>NO RESPONSIBILITY TO THE NDRF</u></b>
11.1	The NDRF shall not be responsible or accountable to <PSU> for the contractors, 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 NDRF 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.	<b><u>DAMAGE TO PERSON AND PROPERTY</u></b>
	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.	<b><u>THIRD PARTY INSURANCE</u></b>
	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.	<b><u>FORCE MAJEURE CLAUSES</u></b>
	<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.	<b><u>SECURITY DEPOSIT</u></b>
	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.
<b>16.</b>	<b><u>DEFECTS LIABILITY PERIOD</u></b>
	This period shall be one year from the date of completion or handing taking over of works, whichever is later. 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 equipment which have guarantee /warranty period beyond one year whenever applicable as per manufacturer recommendations shall also be given by the <PSU>.
<b>17.</b>	The terms of agreement shall be extended to any additional work within the site as mutually and specially agreed upon.
<b>18.</b>	<b><u>TERMINATION OF THE CONTRACT</u></b>
(a)	<b><u>Cancellation of contract in part or in full for Contractor's Default</u></b> 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 of <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)	<b><u>SPECIAL POWER OF TERMINATION</u></b> The work wholly or partly can be foreclosed, at any time, after acceptance of the contract by <PSU> for any reason, whatsoever, by the 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.
<b>19.</b>	<b><u>TERM OF PAYMENT</u></b>
<b>19.1</b>	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 less is.
<b>19.2</b>	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:- a) The advance shall be backed by a Bank Guarantee bond of equivalent amount. b) <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. c) The work has to be executed as per defined milestone and timelines as monitored by Review Committee. d) 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

	<p>case of the work is delayed beyond the original date of completion or proportionately for reasons attributable to the &lt;PSU&gt;/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.</p> <p>e) If the contract is terminated due to default on the part of the &lt;PSU&gt;/Contractor, the mobilization advance would be deemed as interest bearing at the rate of @ 14.75%.</p>
19.3	The Agency Charges will be released 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 provisional certificate of the officer-in-charge of execution of the work in the format given below:</p> <p>"I _____, executing officer of the work 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". This is a final claim of payment against the work done and no further claims will be made against this agreement in future.</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.	<b>REPORT ON PROGRESS</b>
	<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)	In flow outflow report of funds released by NDRF to the <PSU> and further released by the <PSU> to the contractor/firm engaged by the <PSU> clearly mentioning the date and amount of payment.
(e)	Any other detail /reports as require by NDRF.
21.	<b>COMPLETION AND TAKING OVER</b>
	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 per the scope of work for final taking over of the project.
22.	<b>SUBMISSION OF FINAL ACCOUNT</b>
	After completion of a job in full, <PSU> shall submit a detail account of the job showing package wise payment drawn from NDRF, payment made to their sub-contractors, work contract tax recovered .....% departmental charges levied as admissible for <PSU>, expenditure on account of contingency, saving / excess expenditure if any, to the NDRF within a month, duly authenticated by their Account Branch. Any saving in the job shall be refunded to the NDRF/MHA.
23.	<PSU>, shall ensure that the structures being constructed as per energy Efficiency norms and the National Building Code Structure safety standards.
24.	<PSU> shall obtain necessary clearances and get the drawings approved from the local civic authorities.
25.	<b>INSPECTION OF WORK BY CHIEF TECHNICAL EXAMINER CELL, CVC</b>
	<PSU>, shall be responsible for the consequential effects arising out of the inspection of the project by the Chief Technical Examiner Cell, Central Vigilance Commission during the progress or any time after the construction of the project and shall take appropriate

Dy. Inspector General (Pam)  
 Dy. Inspector General (Pam)  
 Dy. Inspector General (Pam)  
 Dy. Inspector General (Pam)  
 Ministry of Home Affairs



## Annexure-I


### STANDARD SCHEDULE OF CONTRACT PERIODS FOR BUILDING WORKS

S. NO.	Number of storey of building	Time Period ( Months)
01.	Up to 4 storey	8 to 12
02.	Beyond 4 and up to 6 storey	12 to 15
03.	Beyond 6 storey	16 to 24

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

• Time may be varied suitability due to following factors:-

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

  
Dy. Inspector General (Adm)  
Directorate General, NDRF  
Ministry of Home Affairs, Govt. of India



	action for the rectification of the defective work at the risk and cost of the construction agency. Rectification of defective work/ replacement of the standard as pointed out by Chief Technical Cell, Central Vigilance Commission, NDRF or his authorized representative shall be carried out by <PSU> at their own cost. NDRF shall not pay any extra amount for such type of liabilities.
	<b>IN WITNESS</b> , where of the parties hereto have set their hands and seals the day and year first above written.

**For and on behalf of the President of India**

**For and on behalf of PSU**

**Signature**

**Signature**

Name

Name

**Designation** \_\_\_\_ (NDRF)

**Designation** \_\_\_\_ (PSU)

**In the presence of witness**

**In the presence of witness**

**Signature**

**Signature**

Name

Name

**Designation** \_\_\_\_ (NDRF)

**Designation** \_\_\_\_ (PSU)

Dy. Inspector General (Admin)  
 Ministry of Home Affairs, Govt. of India

FORM "F"

Financial Bid

- a. **Name of work:** -Construction of boundary wall, main gate/sentry post etc. at RRC location Dehradun of 15 Bn NDRF, **Agency Charges in Figure:-** Rs.....(% of estimated cost i.e. Rs.20,49,33,03/-)
- b. **AgencyCharges in words:-** Rupee .....
- 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)

  
Dy. Inspector General (Adm)  
Dehradun, Uttarakhand  
Ministry of Home Affairs, Govt. of India