



**Sub: Repair and renovation of flat at Pali Hill
Road, Bandra West, Mumbai-400050**

**RFP Number: NPC/Tender/Repair & Renovation /2021-
22**

Dated 26th July 2021

National Productivity Council (NPC) intend to publish a RFP No. **NPC/Tender/Repair & Renovation /2021-22** Dated 26th July 2021 towards repair and renovation of flat at Pali Hill Road, Bandra West, Mumbai-400050 has been issued. The important dates are as under:

Date of Publish at CPP Portal	26.07.2021 at 1800 hrs
Bid Submission End Date	16.08.2021 at 1100 hrs
Opening of Technical Bid	17.08.2021 at 1630 hrs
Opening of Financial Bid	Will be intimated later

Interested bidders may kindly participate through CPP Portal only (<https://www.eprocure.gov.in/eprocure/app>) as per the timelines mentioned above.

Sd/-

Vijay Kumar Group Head (Admin.)

NATIONAL PRODUCTIVITY COUNCIL

REQUEST FOR PROPOSAL



**Repair and renovation of flat at Pali Hill Road,
Bandra West, Mumbai-400050**

RFP Number: NPC/Tender/Repair & Renovation /2021-22
Dated 26th July 2021

Disclaimer

1. The information contained in this Request for Proposal document (RFP) or subsequently provided to the Bidders, whether verbally or in documentary or in any other form by or on behalf of the Purchaser or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided.
2. This RFP is not an Agreement and is neither an offer nor an invitation by the Purchaser to the Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals. The information is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
3. While reasonable care has been taken in providing information in this RFP, the Bidders are advised not to rely on this information only but also carry out their independent due diligence and risk assessments before submitting their response to this RFP. Further, the Bidders are advised to conduct their own analysis of the information contained in this RFP, carry out their own investigations about the project, the regulatory regime which applies thereto and all matters pertaining to the Purchaser and to seek their own professional advice on the legal, financial and regulatory consequences of entering into an agreement or arrangement relating to this RFP.
4. The information contained in this RFP is subject to update, expansion, revision and amendment prior to the last day of submission of the bids at the sole discretion of the Purchaser. In case any major revisions to this RFP are made by the Purchaser within seven days preceding the last date of submission of the Proposals, the Purchaser may, at its discretion, provide reasonable additional time to the Bidders to respond to this RFP. Neither the Purchaser nor any of its officers, employees nor any advisors nor consultants undertakes to provide any Bidder with access to any additional information or to update the information in this RFP.

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1 Section I – Invitation to Bid

Preamble

This invitation to bid is for Selection of Agency in National Productivity Council, hereinafter referred to as NPC at the headquarter of NPC office located at New Delhi.. Bidders are advised to study the Bid document carefully before submitting their bids. Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications.

- a) Bid offers to be prepared in accordance with the procedures enumerated in **Clause 2.1** should be submitted online only through CPPP website: <https://eprocure.gov.in/eprocure/app> not later than the date and time laid down as per **Clause 1.2.1** at the address given in the **Schedule for Invitation to Bid under Clause 1.2**. Tenderer/Contractors are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>. Bid documents may be scanned with **100 dpi with black and white option** which helps in reducing size of the scanned document. **Manual bids shall not be accepted.**
- b) Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- c) Tenderer who has downloaded the tender from the NPC website www.npcindia.gov.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited/Bid Securing Declaration will be executed and tenderer is liable to be banned from doing business with NPC.
- d) Intending bidders are advised to visit again NPC website www.npcindia.gov.in and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

- e) The Hard Copy of original instruments in respect of cost of tender document, Bid Securing Declaration/EMD, original copy of affidavits, certificate, etc. must be delivered to the address as mentioned in the clause 1.2 on or before bid opening date/time as mentioned in Clause 1.2.1 under Important Dates. Tenderer may reject the bid for non-submission of payment instrument like DD, documents, etc., against the submitted bid. **The tender fee shall be NON REFUNDABLE.**
- f) Bids will be opened as per date/time as mentioned in clause 1.2.1. After Online Opening of Technical Bids, the results of the qualification of bidders as well as Financial Bid opening date will be intimated later.
- g) All Bids must be accompanied by an **EMD (Earnest Money Deposit)** /Bid Securing Declaration.
- h) The conditions for Pre-Qualification of the bidders as mentioned in clause 2.18 should be fulfilled for consideration of the bid.

Schedule for Invitation to Bid

a)	Name of the Purchaser	National Productivity Council 5-6, Institutional Area Lodi Road, New Delhi-110003
b)	Name of the Contact Person for any clarification	Group Head(Admn) National Productivity Council 5-6, Institutional Area Lodi Road, New Delhi-110003 Queries should be submitted via E-mail to: Vijay.kumar@npcindia.gov.in arundhuti.chattopodhyay@npcindia.gov.in
c)	Date till which the response to the bid should be valid	90 days from the date of opening of Technical Bids.

Important Dates

The following table provides information regarding the important dates of the Bid process for this Bid:

Activity	Date
Published Date	26.07.2021 (To) at 1800 hrs
Bid Submission Start Date	26.07.2021 at 1800 hrs
Bid Submission End Date	16.08.2021 at 1100 hrs Proposals and supporting documents shall be signed, scanned and uploaded in the format and mode as provided for in the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) for this RFP. Documents should be signed by the authorized signatory of the Bidder.
Opening of Technical Bids	17.08.2021 at 1630 hrs Venue: NPC HQ, New Delhi Note: A maximum of two representatives per bidder would be allowed to participate
Opening of Commercial Bids	Will be communicated later

Note: The above dates, time and venue may be altered by the Tenderer at its sole discretion after giving prior notice to the Bidders. Some of the information provided in the above table is further elaborated in the subsequent sections of this RFP and the information provided in the table are to be read in conjunction with subsequent sections of this RFP and are to be interpreted harmoniously.

Other Details

Area	Description
Method of Selection	Lowest Cost (L1)
Availability of RFP Documents	Request for Proposal (RFP) would be available on Central Public Procurement Portal (URL: http://eprocure.gov.in/eprocure/app) and also on www.npcindia.gov.in under Tender section
Tender Fee (Non-Refundable)	<p>INR 1000/- by DD from a Nationalised/Scheduled bank in favour of National Productivity Council, payable at New Delhi.</p> <p>(Original instrument to be submitted whereas signed and scanned copy to be uploaded)</p> <p>Tender fee exemption as mentioned in clause 2.2</p>
Bid Securing Declaration / Earnest Money Deposit (EMD)	EMD INR 50,000/- by Bank Guarantee (as per format attached in Section-6, Clause 6.3 Appendix C) or Bid Securing Declaration (as per format in Section-6, Clause 6.4 Appendix D)
Submission of Bid Securing Declaration /EMD and Tender fee (Physical hard copy submission)	<p>Bidders shall submit Bid Securing Declaration /EMD and Tender Fee in a sealed envelope titled Bid Securing Declaration/EMD and Tender Fee – “Selection of Agencies for repair & renovation at Pali Hill Mumbai” to the address as mentioned in clause 1.2 (b), before the bid submission end date under the separate cover as provided above.</p> <p>Copy of Bid Securing Declaration/EMD and Tender Fee also needs to be uploaded on - CPP portal.</p> <p>If the Bid Securing Declaration /EMD and Tender fee are not received by the prescribed date and time, the Proposal submitted by the Bidder will be liable to be summarily rejected.</p>

Area	Description
Language of Bid Submission	Proposals should be submitted in English language only. Use of no other language is permissible.
Currency	Currency in which the Bidders may quote the price and will receive payment in INR only.

Checklists for Bid

The bidders should ensure that all the pages of the bid submitted are paginated and should have an index/content table at the beginning of each bid document. Please check whether following have been enclosed in the respective covers, namely, **Pre-Qualification Bid, Technical Bid and Commercial Bid.**

Check List of Documents to Be Uploaded in the Pre- Qualification Bid i.e. Packet – 1A (Pre-Qualification Bid)

Details to be referred in clause 2.18.

S. No.	Pre-Qualification Condition	Whether Enclosed (Y/N)	Page No. of the submitted bid
(i)	Submission and uploaded copy of EMD of the prescribed amount and validity or Bid Securing Declaration pursuant to Clause 2.3		
(ii)	Submission and uploaded copy of payment of Tender Document Fee as per clause 2.2		
(iii)	Proposal Submission form (as per Clause 4.1.1)		
1.1.4 Packet – 1B (Technical Bid) – to be kept outside the table			
S. No.	Technical Qualification Condition	Whether Enclosed (Y/N)	Page No. of the submitted bid

(i)	Legal Entity/Registration of Company Certificate		
(ii)	Tax Registration Certificates (Self-Certificate for compliance with Tax Authorities)		
(iii)	Bidder's Turnover for last three years, 2019-20,2018-19,2017-18)		
(iv)	Bidder Organisation and experience (as per Clause 4.2.1)		
(v)	Self-Declaration on Banning of Business (as per clause 2.18)		
(vi)	Declaration for authorised signatory as mentioned in clause 2.12 under Bidder Qualification.		
(vii)	Technical Bid Letter (4.2.2)		
(viii)	Delivery Schedule (4.2.3)		
(ix)	Unpriced BoQ (format as mentioned in BoQ_ xxxx.xls but without any cost mentioned)		

Important Note: Above list should be duly filled and uploaded

**1.1.5 Check List of Documents be uploaded in the Commercial Bid
i.e. Packet -2 (Commercial Bid)**

S. No.	Description	Whether Enclosed (Y/N)	Page No.
(i)	Commercial bid letter (4.3.1)		
(ii)	Cost of Goods/Services Offered (4.3.2)		
(iii)	Filled Priced BoQ (excel file)		

Important Note: Above list should be duly filled and uploaded

2 Section II- Instruction to Bidders

Procedure for Submission of Bids

a) A two packet Bid System will be followed for this RFP which includes Pre-Qualification Bid, Technical Bid and Commercial Bid. Selection will be done as per L1 (Least Cost basis).

Packet-1 A (Pre Qualification and Technical bid) having viz.,

- Part I – Pre qualification (Tender Fee + Bid Securing Declaration /EMD + Checklist with Y/N as mentioned in clause 1.3.1 + Documents as per check list)

Packet-1B

- Part II - Technical Bid Submission (Checklist with Y/N as mentioned in clause 1.3.2 + Documents as per check list.)
- Sequence of documents to be followed as per checklist and proper index to be provided

Packet-2 (Commercial Bid) having viz.,

- Financial Bid Submission (Checklist with Y/N as mentioned in clause 1.3.3 + Documents as per check list)
- Schedule of price bid in the form of BOQ_XXXX.xls
- Sequence of documents to be followed as per checklists and proper index to be provided

b) This RFP process will be administered through the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>). The Bidders are required to submit soft copies of their proposals electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, preparing their proposals in accordance with the requirements defined in this RFP and submitting their proposals on the CPP Portal. More information for submitting the Bids online on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>.

c) The Bidders are required to enrol on the e-procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by

clicking on the link. Enrolment on the CPP Portal is free of charge. As part of the enrolment process, the Bidders will be required to choose a unique username and a password for their accounts. Upon enrolment, the Bidders will be required to register their valid digital signature certificate (Class II or Class III certificates with signing key usage) issued by any Certifying Authority recognized by the Controller of Certifying Authorities, India with their profile. Only one valid DSC should be registered by a Bidder. The DSC should be in the name of the person duly authorized by the Bidding entity to do all acts necessary for submitting the Proposal and execution of work under this RFP. The Bidders are responsible to ensure that only the authorised persons may use the DSCs. The Bidder then logs in to the site through the secured log-in process by entering the user ID/Password and the Password of the DSC/e-Token.

- d)** All the pages of the Bid must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid. Failure to submit the Bid on time could cause a proposal to be rejected. The Purchaser will not accept delivery of the Bid by fax/e-mail or any other electronic/non-electronic means other than uploading on the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>).
- e)** There are various search options available on the CPP Portal to facilitate the Bidders to search active RFPs by several parameters. These parameters include RFP ID, organization name, location, date, value etc. There is also an option for advanced search for active RFPs, wherein the Bidders may combine a number of search parameters such as organization name, location, date, etc. to search for an RFP published on the CPP portal. Once the Bidders have selected the RFP they are interested in, they may download the required documents/RFP schedules. These RFP documents can be moved to the respective “My Tenders” folder. This will enable the CPP Portal to intimate the Bidders through SMS/e-mail in case there is any Corrigendum issued to the RFP document. The Bidder should make note of the unique RFP ID assigned to each RFP, in case they want to obtain any clarification / help from the Helpdesk.
- f)** The Bidder should take into account any Corrigendum to this RFP document that may have been published before submitting their Bids.

- g)** The Bidders are requested to go through the RFP advertisement and the RFP carefully to understand the documents required to be submitted and the process to be followed as a part of the Bid. Any deviations may lead to rejection of the Bid. The Bid documents can generally be in the PDF/ XLS/ RAR formats. The Bid documents may be scanned with 100 dpi with black and white option.
- h)** The Bidder should try to submit the Bid well before the last date and hence to avoid any inconvenience at the last moment. The Bid submission date and time will be as mentioned in the clause 1.2 of this RFP. The Bidder will not be allowed to submit the Bid after the Bid submission time. The Bidder has to digitally sign and upload the required Bid documents one by one as indicated in this RFP. The Bidder shall furnish, as part of its Bid, Bid Securing Declaration or an EMD amount as mentioned. In case of EMD, the Bidder has to select the payment option as “Offline” to pay the EMD as applicable and enter the details of the instrument. The Bidder shall seal the EMD envelope containing the original Bank Guarantee. The Bidder shall mark its name and RFP reference number on the reverse of the Bank Guarantee before sealing the same. The address of the Purchaser, Name and Address of the Bidder and the RFP Reference Number shall be marked on the envelope. The envelope shall also be marked with a sentence “NOT TO BE OPENED BEFORE THE DATE AND TIME OF PRE-QUALIFICATION BID OPENING”. If the envelope is not marked as above, the Purchaser will not assume any responsibility for its misplacement, pre-mature opening etc.
- i)** A standard BoQ format has been provided with this RFP document to be filled by all the Bidders. The Bidders should necessarily submit their financial Bids in the format provided and no other format will be acceptable. The BoQ format for this RFP can be downloaded from the CPP Portal.
- j)** All the documents being submitted by the Bidders will be encrypted using PKI encryption techniques to ensure the secrecy of data. The data entered cannot be viewed by unauthorised persons until the time of Bid opening. The confidentiality of the Bids is maintained using the secured socket layer 128 bit encryption technology. Data storage encryption for sensitive fields is done. The uploaded Bid documents become readable only after the Bid opening by authorized Bid openers.

- k)** Upon successful and timely submission of Bids, the portal will give a successful Bid submission message and a bid summary will be displayed with the Bid number and the date and time of submission of the Bid with all other relevant details.
- l)** The Bidder is allowed to re-submit the Bid and related Bid documents before the last date of Bid submission and time. The Bid can be re-submitted as many times as required by the Bidder, within the indicated timelines. The last version of the Bid submitted by the Bidder before the Bid submission date and time will be considered for Bid evaluation.
- m)** The Bidder is permitted to withdraw his Bid before the last date of Bid submission and time through the CPP Portal. The bidder should provide the supporting reasons for bid withdrawal and attach the supporting letter to the Purchaser.
- n)** Any queries relating to this RFP document and the terms and conditions contained therein should be addressed to the RFP Inviting Authority and the relevant contact person indicated in this RFP. Any queries relating to the process of online Bid submission or queries relating to the CPP Portal in general may be directed to the 24*7 CPP Portal Helpdesk. The national toll free number for the helpdesk is 18002337315.

Bidders are advised to study the Bid document carefully. Online Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Bid offers prepared in accordance with the procedures enumerated in clause 2.1 (a) should be submitted online only through CPPP website: <https://eprocure.gov.in/eprocure/app> not later than the date and time laid down at the address given in the **Schedule for Invitation to Bid under Clause 1.2.**

Cost of Bid Document

- 1 The Bidder is required to **pay fee of Rs.1000/- (Rupees One thousand Only)** in the form of a DD from a nationalized /scheduled bank in favor National Productivity Council, payable at New Delhi. The Bid Document Fee is non-refundable.

- 2 The Indian bidders which are Micro and small enterprises (MSEs) as defined in MSE procurement policy issued by Department of MSME or registered with the Central purchase organization or concerned ministry or department or start up as recognized by Department for Promotion of Industry and Internal Trade(DPIIT)are exempted from payment of tender fee. In this case, the bidders must submit the copy of valid registration certificate.
- 3 The Bidder shall bear all costs associated with the preparation and submission of its bids, including cost of presentation for the purposes of clarification of the bids, if so desired by the NPC. The NPC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

Bid Securing Declaration or EMD (Earnest Money Deposit)

Bidder may submit either Bid Securing Declaration or EMD

Bid Securing Declaration

- a) The Bidders shall submit Bid Securing Declaration (As per Appendix D) along with copy of tender fee in a sealed envelope.
- b) Copy of the Bid Securing Declaration should be uploaded onto the CPP Portal and the hardcopy (signed) of the same shall be submitted as per guidelines mentioned in clause 2.1.
- c) In case the Bid Securing Declaration is not received by the stipulated time then the Purchaser reserves the right to forthwith and summarily reject the Proposal of the concerned Bidder without providing any opportunity for any further correspondence by the concerned Bidder.
- d) The Bid Securing Declaration will be executed :
 - If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
 - In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.

- During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- e) The decision of the Purchaser regarding execution of Bid Securing Declaration shall be final and binding on the Bidders & shall not be called upon in question under any circumstances.

Earnest Money Deposit (EMD)

- a) The Bidders shall submit an Earnest Money Deposit (EMD) of **Rs. 50,000/- (Rupees Fifty Thousand only)** in the form of Bank Guarantee as per Appendix C as bid security along with copy of tender fee in a sealed envelope. EMD in any other form will not be accepted.
- b) EMD must remain valid for at least 225 days from the last date of bid submission date and the validity of the EMD should be extended in the event the last date of submission of the Proposal is extended.
- c) Copy of the EMD instrument should be uploaded onto the CPP Portal in the Bid Cover for EMD and the hardcopy of the same shall be submitted as per guidelines mentioned in clause 2.1.
- d) The EMD is required to protect the Purchaser against the risk of Bidder's conduct which may warrant EMD's forfeiture pursuant to the instances mentioned in clause (i) below.
- e) The Indian bidders which are Micro and small enterprises (MSEs) as defined in MSE procurement policy issued by Department of MSME or registered with the Central purchase organization or concerned ministry or department or start up as recognized by Department for Promotion of Industry and Internal Trade(DPIIT) are exempted from payment of EMD. In this case, the bidders must submit the copy of valid registration certificate.
- f) The EMD of the successful Bidder will be returned, without interest, upon submission of Performance Bank Guarantee (of the amount and in the format as specified in this RFP) by the successful Bidder.
- g) In case the EMD is not received by the stipulated time then the Purchaser reserves the right to forthwith and summarily reject the Proposal of the concerned Bidder without providing any opportunity for any further correspondence by the concerned Bidder.
- h) The EMD may be forfeited:

- If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
 - In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
 - During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- i) The decision of the Purchaser regarding forfeiture of the EMD shall be final and binding on the Bidders & shall not be called upon in question under any circumstances.

Contents of the Bid Document

- 1 The Schedule of Requirements of the Licenses and services required, Bid procedures and contract terms are prescribed in the Bid Document. The Bid Document includes:
 - a) Section I – Invitation to Bid;
 - b) Section II – Instructions to Bidders;
 - c) Section III- General Conditions of Contract;
 - d) Section IV – Contents of the Bid
 - i. Prequalification & Technical Bid
 - ii. Commercial Bid
 - e) Section V- Scope of Work;
 - f) Section VI- Appendices
 - i. Contract Form (Appendix A)
 - ii. Performance Bank Guarantee form (Appendix B)
 - iii. Bid Security/Earnest Money Deposit Form (Appendix C)
 - iv. Bid Securing Declaration Form (Appendix D)
- 2 The Bidder is expected to examine complete bid document including all instructions, forms, general terms & conditions, and Schedule of requirements in the Bid Document. Failure to furnish all information required by the Bid Document or submission of a bid not substantially responsive to the Bid

Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

Clarification of Bid Document

- 1 A prospective Bidder requiring any clarification of the Bid Document may notify the NPC in writing at the NPC's mail address indicated in clause 1.2. The queries must be submitted over mail in filled excel as below:

Name of the Organization	Sr. No	Clause No. of RFP	Page number of clause	Existing Provision in the Clause	Clarification Sought

- 2 The NPC will respond, to request for clarifications of the Bid Document, received not later than the date prescribed by the NPC in clause 1.2.1 of this Bid document.

Amendment to the Bid Document

- 1 At any time prior to the last time and date for receipt of bids, the NPC, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment.
- 2 The amendment will be notified by NPC which will be binding on all bidders.
- 3 In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the NPC may, at its discretion, extend the last date for the receipt of Bids.

Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the NPC, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall prevail.

Documents Comprising the Bids

- 1 The Bids prepared by the Bidder shall comprise of the following components:
 - a) The Technical Bid
 - b) The Commercial Bid

Bid Prices

- 1 The Bidder shall indicate in the pro forma prescribed at clause 4.3.2, the unit cost and total Bid value of the Goods\Services, it proposes to provide under the Contract.
- 2 The unit cost quoted in the above mentioned pro forma will be used to calculate cost for 'change orders', if any.
- 3 In the absence of any information, as requested above, a bid may be considered incomplete and summarily rejected.
- 4 The Bidder shall prepare the bid based on details provided in the Bid documents. Bidder shall carry out the study of the bill of material in accordance with the requirements of the Bid document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid document.

Firm Prices

- 1 Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The Bidder shall, therefore, indicate the prices in Annexure 4.3.2 enclosed with the Bid. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- 2 The Commercial bid should clearly indicate the price to be charged and should include all taxes, fees and other charges as may be applicable in relation to the activities proposed to be carried out. Such charges should be shown separately in Annexure 4.3.2.
- 3 Any change in taxes will be adjusted accordingly in the payment structure.

Discount

The Bidders are advised not to indicate any separate discount. Unconditional Discounts, if any, should be merged with the quoted prices. Discount of such type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, the NPC shall avail such discount at the time of award of contract.

Bidder Qualification

- 1 The "Bidder" as used in the Bid documents shall mean the one who participate in the bid process. The Bidder may be either the Constituted attorney of the company or the Principal Officer or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, be furnished and signed by the Bidder.
- 2 It is further clarified that the individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as:
 - a) Constituted attorney of the company.

OR

 - b) The Principal Officer or his duly Authorized Representative of the company, in which case he/she shall submit a certificate of authority on behalf of the company/organisation.
- 3 The Bidder shall sign its Bids with the exact name of the Company/ organisation to whom the contract is to be issued.
- 4 The Bidder shall clearly indicate their legal constitution and the person signing the Bids shall state his capacity and also source of his ability to bind the Bidder.
- 5 NPC may outrightly reject any bid not supported by adequate proof of the signatory's authority

Period of Validity of Bids

- 1 Bids shall remain valid for 90 days after the date of opening of Technical Bids prescribed by the NPC. A bid valid for a shorter period may be rejected by the NPC as non-responsive.
- 2 In exceptional circumstances, the NPC may ask the Bidder to extend the validity of the Bid. The validity of Bid Securing Declaration /EMD provided under Clause 2.3 shall also be suitably extended. However, A Bidder will not be permitted to modify its bid.

Revelation of Prices

Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected.

Terms and Conditions of Bidders

- 1 Printed terms and conditions of the Bidders will not be considered as forming part of their Bids.
- 2 The Bidder should note that any deviation (s) or non-compliance will lead to rejection of bid.

Local Conditions

- 1 It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the contract and / or the value.
- 2 It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. The NPC shall not entertain any request for clarification from the Bidder regarding such local conditions
- 3 It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim what so ever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the NPC and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the NPC on account of failure of the Bidder to appraise themselves of local laws/condition.

Headings

Headings of conditions hereto shall not affect the construction thereof.

Conditions for Pre-Qualification of Bidders

The copy of bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. **The authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, including un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.**

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

The relevant sections shall be highlighted in the document attached.

#	Parameter	Pre-qualification criteria Description	Evidence required
1.	Document	Bid Securing Declaration/EMD and Tender Document Fee is submitted in original	Tender fee and Bid Securing Declaration /Bank Guarantee for EMD The bidder may claim exemption from submission of Tender fee as mentioned in clause 2.2. In this case, the bidder must upload copy of valid registration certificate. The bidder may claim exemption from submission of EMD as mentioned in clause 2.3. In this case, the bidder must upload copy of valid registration certificate.
2.	Legal Entity/ Registration of Company	Bidder shall be A company incorporated in India under the Companies Act, 1956 and subsequent amendments thereto; Or A partnership registered under the India Partnership Act 1932 or Limited Liability Partnership Firm registered under the Limited Liability Partnership Act	Copy of the Partnership deed/By Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office

#	Parameter	Pre-qualification criteria Description	Evidence required
		2008 with their registered office in India.	
3.	Registration certificates	The Bidder must be registered with appropriate authorities for all applicable statutory duties/ taxes and comply with all taxation norms	Self-certificate undertaking on company's letter head duly signed by company's authorized signatory that on the date of bid submission the company is complying all statutory duties/ taxation norms of India and possesses all necessary certificates to this effect.
4.	Empanelment	Bidders should be registered /empanelled with any one of Govt. Dept. such as CPWD/State PWD/Railways/MES/MH ADA/Govt. Autonomous Body and Public Sector Undertakings (PSUs) for carrying out the works specified in the scope of work.	Copy of the empanelled with the relevant authority may please be attached
5.	Solvency Certificate	Bidders should have current solvency certificate issued by any scheduled bank not less than Rs. 25.00 lakhs.	Relevant copy of the document may be attached
6.	License	Bidder should have valid Electrical License on his firm name	Relevant copy of the document may be attached
7.	Bidder Turnover	The Bidder must have an average annual turnover of minimum -	Audited financial statements for the last three financial years (FY

#	Parameter	Pre-qualification criteria Description	Evidence required
		<p>INR 30 lakhs during last 3 financial years ending 31st March, 2020 from repair & renovation of building/flat etc. The turnover refers to the turnover of the company and not the composite turnover of its subsidiaries/sister concerns, etc.</p>	<p>2019-20,2018-19 and ,2017-18) clearly mentioning turnover from repair & renovation of building/flat duly certified by Statutory Auditor /Chartered Accountant</p>
8.	Bidder Experience	<p>The Bidder must have completed at least 3 (Three) projects of value not less than Rs.15.00 lakhs for repair & renovation of building/flat during the last three years. Projects under which any phases as defined in the contract have been completed will also be considered.</p> <p>Or</p> <p>The Bidder must have completed at least 2 (Two) projects of value not less than Rs.30.00 lakhs for repair & renovation of building/flat during the last three years.</p> <p>Or</p>	<p>a) Work Order/PO Copy b) Completion Certificate/ Client Certificate for experience in managing account related functions' (mandatory to provide the financial value and duration of the contracts).</p> <p>For projects under Non-Disclosure Agreement with the client, bidder shall submit the copy of NDA along with Company Secretary certificate confirming the project scope, order value, start date, project status and project duration.</p> <p>Current running projects till date of submission of this bid shall be considered. However bidder is</p>

#	Parameter	Pre-qualification criteria Description	Evidence required																	
		The Bidder must have completed at least 1 (One) projects of value not less than Rs.50.00 lakhs for repair & renovation of building/flat during the last three years.	<p>required to furnish a certificate from the respective client clearly mentioning the phase in which project is running along with copy of PO highlighting the phases and the phase completion proof. The value of only completed phase will be considered.</p> <table border="1" data-bbox="979 808 1489 1285"> <thead> <tr> <th data-bbox="979 808 1062 1245">Work Order (WO) Number</th> <th data-bbox="1062 808 1123 1245">Description. Also turn over/ budget of the Organisation</th> <th data-bbox="1123 808 1195 1245">Start Date</th> <th data-bbox="1195 808 1256 1245">End Date</th> <th data-bbox="1256 808 1378 1245">Period and value of Contract.</th> <th data-bbox="1378 808 1489 1245">Page number on which WO is attached as part of Bid documents</th> </tr> </thead> <tbody> <tr> <td align="center" data-bbox="979 1245 1062 1285">1</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>						Work Order (WO) Number	Description. Also turn over/ budget of the Organisation	Start Date	End Date	Period and value of Contract.	Page number on which WO is attached as part of Bid documents	1					
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1																				
9.	Bidder Experience in India	The list of clients/Department to whom the work was executed for last three years. The bidder must provide the details of technically competent manpower on its pay roll at the time of bid submission.	<p>Copy of the work order, work completion certificate should be enclosed.</p> <p>List of technically qualified manpower</p>																	
10.	Banning of Business	The bidder should not be banned from carrying out business by Central Government, State Government, PSUs, etc. at the time of the submission of the bid. A similar ban subsequent to the	Self-certificate/ undertaking on Company's letter head duly signed by company's authorized signatory.																	

#	Parameter	Pre-qualification criteria Description	Evidence required
		submission of the bid, but before the award of the contract shall also disqualify the bidder.	

Last Date for Receipt of Bids

- 1 Bids will be uploaded on the portal not later than the time and date specified in clause 1.2.1. After the prescribed time, the option for uploading of documents will not be there on the portal.
- 2 The NPC at its discretion may extend the last date for the receipt of bids, by amending the Bid Document, in which case all rights and obligations of the NPC and Bidders previously subject to the last date will thereafter be subject to the last date as extended.

Modification and Withdrawal of Bids

- 1 The Bidder may modify or withdraw its bid after the Bids' submission on the portal till last date of submission.
- 2 No option will be there to modify the bid subsequent to the last date and time for receipt of bids.
- 3 No bid may be withdrawn in the interval between the last date and time for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its EMD/ execution of Bid Securing Declaration.

Address for Correspondence

All correspondence by NPC shall be made to the details provided in the clause 4.1.1 of the bid document.

Opening of Bids by NPC

- 1 On the basis of information furnished in the Pre-Qualification Bid, Bidders will be pre-qualified. The bids of Bidders, who do not qualify at this stage, will not be taken up for further evaluation.

- 2 Bids of only pre-qualified Bidders will be taken up for further evaluation.
- 3 The NPC will open the Bids, in the presence of the representatives (not more than two representatives per bidder) of the Bidders who choose to attend, at the time, date and place, as mentioned in clause 1.2 of this Document.
- 4 The Bidders' names, modifications, bid withdrawals and the presence or absence of the requisite EMD/Bid Securing Declaration and such other details as the NPC, at its discretion, may consider appropriate will be announced at the bid opening.

Clarification

When deemed necessary, the NPC may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or value quoted.

Preliminary Examination of the bid

- 1 The NPC will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required EMD/Bid Securing Declaration has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit cost and the total cost that is obtained by multiplying the unit cost and quantity, the unit cost shall prevail and the total cost shall be corrected. If the Bidder does not accept the correction of the errors, its bid will be rejected. If there is discrepancy between words and figures, the amount in words will prevail.
- 3 A bid determined as not substantially responsive will be rejected by the NPC and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 4 The NPC may waive any minor infirmity or nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

Contacting the NPC

- 1 No Bidder shall contact the NPC to influence the bidding process or on any matter relating to its Bid, from the time of the Bid opening to the time the

Contract is awarded.

- 2 Any effort by a Bidder to influence the NPC's Bid evaluation, Bid comparison or Contract award decisions may result in the rejection of the Bidder's Bid.

Post Qualification

- 1 The NPC will determine to its satisfaction whether successful bidder is qualified to satisfactorily perform the Contract.
- 2 This determination will take into account the Bidder's financial, technical, implementation and post-implementation capabilities. It will be based upon an examination of the documentary evidence submitted by the Bidder as per document sought in the bid document as well as such other information as the NPC deems necessary and appropriate.
- 3 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which even the NPC will proceed to the next lowest bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

Criteria for Evaluation of Bids

1. L1 method of selection of Bidder will be done. The evaluation will be done in 2 phases by the Evaluation Committee (EC) setup by NPC.
2. To meet the NPC's requirements, as spelt out in the Bid Document, the successful bidder/Vendor must have the requisite, the technical know-how, and the financial wherewithal that would be required to provide the Services sought by the NPC, for the entire period of the contract. The evaluation process of the Bid proposed to be adopted by the NPC is indicated below so as to provide the Bidders an idea of the evaluation process that the NPC may adopt. Any time during the process of evaluation the NPC may seek specific clarifications from any or all Bidders.
3. **Phase I: Evaluation of Pre-Qualification and Technical Bids**
The Evaluation Committee (EC) shall first evaluate the Pre-Qualification Proposal as per the Pre-Qualification Criteria detailed in Clause 2.18. The Pre-Qualification proposal shall be evaluated based on the information provided in the Standard Forms (Section IV) and the supporting documents.

Evaluation of Technical bid is subject to meeting all pre qualification criteria. A detailed evaluation will be subsequently carried out by the NPC. In this phase, the Technical Bids will be reviewed for compliance of the Bid requirements with reference to the responses to the technical requirements given in Section IV and schedule of requirements of this Bid Document (Section V). Technical Bids which meet the above mentioned criteria will be eligible for consideration in the subsequent rounds. If required, the NPC may seek specific clarifications from any or all Bidder(s) at this stage. The NPC shall determine the Bidders that qualify for the next phase after reviewing the clarifications provided by the Bidder(s). Technical bid shall also contain unpriced BoQ as per clause 4.3.2 (without any cost mentioned).

Evaluation Committee while evaluating the Technical Proposals will have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.

Bidders, if asked for, shall make presentation to Evaluation Committee. The qualification of the Bidder and the evaluation criteria for the technical proposal shall be as defined below. Each responsive proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, & particularly the Statement of Work or if it fails to achieve the minimum technical score mentioned below.

Criteria, sub-criteria, and point system for the Detailed Evaluation of Technical Proposals are:

Following outlines the broad parameters based on which evaluation of technical proposals of the bidders shall be carried out by NPC.

SL NO	EVALUATION PARAMETER	EVALUATION CRITERIA	MAXIMUM SCORE
A	Bidder's credentials (turnover)	Average Annual Turnover from housekeeping services for last 3 financial yrs. ending 31/03/20 (A)Less than 30 lakh - NIL	50

		(B) 30 lakh to 50 lakhs - 20 Marks (C) 50 Lakhs to 1 crore- 40 Marks (D) Above 1 crore - 50 Marks	
B	Number of projects	At least 2 projects for providing Repair and renovation works in last 3 financial yrs. ending 31/03/21 (A) Projects between 15 lakhs to 30 Lakhs : 5 For each Project (B) Project between 30 lakhs to 50 Lakhs: 7 marks for each project (C) Both projects above 50 Lakhs: 10 Marks for each project	50
	Total Score (St)		100

St = Total points obtained for the above criteria A, B.

The minimum technical score St required to pass is **50** Points and minimum criteria for each section as detailed in the table above.

4 Phase II: Evaluation of Commercial Bids

In this phase, the Commercial Bids of the Bidders, who are technically qualified in Phase I, shall be opened. The Commercial Bid should contain the total price as mentioned in Annexure 4.3.2 of Section IV, proposed to be charged by the Bidder.

In the L1 method of selection of Bidder, the lowest cost provided in the Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points.

NPC will award the Contract to the successful Bidder whose bid has been determined to be technically qualified and quoted least cost, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The NPC will however not bind itself to accept the lowest evaluated bid or any bid and reserves the right to accept or reject any bid.

NPC's Right to Vary Scope of Contract at the time of Award

1. The NPC may at any time during the period of contract, by a written order given to the Bidder, make changes within the general scope of the Contract.

The NPC shall reserve the right, not to hire all services quoted by the bidder in this bid.

NPC's Right to Accept Any Bid and to Reject Any or All Bids

The NPC reserves the right to accept any bid, and to annul the Bid process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the NPC's action.

Notification of Award (NOA)

- 1 NPC will notify the successful Bidder through Notification of award (NOA) in writing by letter or by email, to be confirmed in writing by letter, that its bid has been accepted. Within 10 days of receipt of this NOA, the bidder has to render his acceptance of notification of this award.
- 2 Upon the successful Bidder's furnishing of performance security pursuant to Clause 2.32, the NPC will notify each unsuccessful Bidder and will discharge their EMD/Bid Securing Declaration.

Signing of Contract

1. At the same time as the NPC notifies(NOA) the successful Bidder that its bid has been accepted, the NPC will send the Bidder the Contract Form (Appendix A of Section 6.1 provided in the Bid Document, incorporating all agreements between the parties).
2. Within 15 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the NPC.

Performance Bank Guarantee (PBG)

- 1 Within 15 days of the receipt of notification of award of the contract from the purchaser, the successful Bidder/vendor shall furnish the PBG as per format prescribed in Appendix B of clause 6.2
- 2 Failure of the successful Bidder/vendor to submit the PBG within 15 days shall

constitute sufficient grounds for the annulment of the award and forfeiture of the bid security (EMD)/ execution of Bid Securing Declaration, in which event the NPC may award the Contract to the next lowest evaluated Bidder or call for new bids.

- 3 Performance Bank Guarantee will be for a total amount equivalent to 3% of total contract value and having validity till To+1 years and 60 days. (To is date of issue of LoI/NOA by NPC).
- 4 PBG shall be invoked by NPC in the event the successful bidder/vendor:
 - i. fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of NPC,
 - ii. Misrepresentations of facts/information submitted to NPC.
- 5 The performance bank guarantee may be discharged/returned by NPC upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.
- 6 In the event of the Bidder being unable to service the contract for whatever reason, NPC would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of NPC under the contract in the matter, the proceeds of the PBG shall be payable to NPC as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. NPC shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default.
- 7 NPC shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- 8 In case the project is delayed beyond the project schedule as mentioned in clause 4.3.2, the performance bank guarantee shall be accordingly extended.
- 9 On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Project Coordinator, Contract Completion Certificate will be issued and the PBG will be returned to the Bidder, after 60 days of contractual obligations date.

Confidentiality of the Document

- 1 Except with the written consent of the purchaser, the bidder shall not make use of any information supplied by the purchaser for purposes of the bidder or any specifications or other details mentioned in above clause otherwise than for the purpose of manufacturing the articles and the bidder shall not use any such information to make any similar article or part thereof for any other purpose.
- 2 NDA to be submitted by successful bidder.

Rejection Criteria

1 Technical Rejection Criteria

The following vital technical conditions should be strictly complied with failing which the bid will be rejected:

- i. Only the Bidders who quote for the complete Scope of Work and Supply of Goods and Services as indicated in this Bid Document, addendum thereof (if any) and any subsequent information given to the Bidder shall be considered. Incomplete bids will be rejected outright. Evaluation will be carried out for the total scope of work covered in the Bid document.
- ii. The Bidder shall be deemed to have complied with all clauses in the Bid document under all the sections/chapters of the Bidding document, including Bid Evaluation Criteria (BEC), Schedule of Requirements, Technical Specifications, Timelines and General Terms and Conditions of Contract. Evaluation will be carried out on the information available in the bid.
- iii. If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Bidding Process the bid will be rejected and EMD will be forfeited/Bid Securing Declaration will be executed.
- iv. EMD will be forfeited/Bid Securing Declaration will be executed in case of any breach of Confidentiality clause.

2 Commercial Rejection Criteria

The following vital commercial conditions should be strictly complied with failing which the bid will be rejected.

- i. Any commercial quote, if found in any part of the bid other than commercial bid, will lead to disqualification of bidder and his bid shall

- be rejected outright.
- ii. Offers of following kinds will be rejected:
 - a) Offers made without EMD/Bid Securing Declaration.
 - b) Offers which do not confirm unconditional validity of the bid for 90 days from the date of opening of bid.
 - c) Offers where prices are not firm during the entire duration of the contract and / or with any qualifications.
 - d) Offers which do not conform to NPC's price bid format
 - e) Offers which do not confirm to the completion period indicated in the bid.
 - iii. Bidder shall bear, within the quoted rates, all the taxes and duties as levied on them. However, tax rate to be mentioned separately.

Fraud and Corruption

It is required that Bidders participating in the project adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. The Purchaser:

- a) defines, for the purpose of this paragraph, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official or members of the Evaluation Committee, in the selection process or in contract execution;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - (iii) “collusive practices” means a scheme or arrangement between two or more Bidders with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

- b)** will reject a proposal for award, if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

The Bidders shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

3 Section III - General Conditions of Contract

Definitions

In this Contract, the following terms shall be interpreted as indicated:

1. **"NPC"** means the National Productivity Council
2. **"The Purchaser/Purchaser"** means the National Productivity Council
3. **"Purchase Officer"** means the officer signing the acceptance of Bid and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser.
4. The **"Contract"** means the agreement entered into between the Purchaser and the Vendor as recorded in the Contract Form signed by the Purchaser and the Vendor, including all attachments and annexes thereto and all documents incorporated by reference therein.
5. The **"Vendor"** means the person or the firm or the company with whom the order of or the Procurement of the Goods/Services is placed and shall be deemed to include the Vendor's successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.
6. **"Applicable Law"** means the laws and any other instruments having the force of law in the Purchaser's country, as they may be issued and in force from time to time.
7. **"Repair & renovation of Flat "** means Repair & renovation of flat in accordance with the laid down standards and procedure, the analysis, verification and reporting of such records.
8. **"Bidder"** means any private or public entity that will provide the Services to the Purchaser under the Contract.
9. **"Contract"** means the Contract signed by the Parties and all the attached documents i.e. the Sections like General Conditions Section (GC), Statement of Works Section, the Appendices and the Annexure.
10. **"Contract Price"** means the price to be paid for the performance of the Services, in accordance with Section III;
11. **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause 3.7 of Section III.
12. **"Foreign Currency"** means any currency other than the currency of the

- Purchaser's country.
13. **“GC”** means General Conditions of Contract.
 14. **“Government”** means the Government of the Purchaser's country.
 15. **“Local Currency”** means the currency of the Purchaser's country.
 16. **“Bidder”** means the Bidder company bidding for this project.
 17. **“Party”** means the Purchaser or the Bidder, as the case may be, and **“Parties”** means both of them.
 18. **“Personnel”** means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.
 19. **“Services”** means the work to be performed by the Bidder pursuant to this Contract.
 20. **“In writing”** means communicated in written form with proof of receipt.

Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

Use of Contract Documents and Information

1. The Vendor shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Vendor in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as it may be necessary for purposes of such performance.
2. The Vendor shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in clause 2.4 except for purposes of performing the Contract.
3. Any document, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Vendor's performance under the Contract, if so required by the Purchaser.

Period of Contract

1. This Contract shall come into effect on the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.
2. This contract for “Repair & renovation of NPC Flat at Mumbai ” will be for 18 months duration including defect liability period of 12 months .
3. Notwithstanding the provision of Clauses mentioned above, the period of Contract shall be valid subject to the satisfaction of the Purchaser.
4. The Purchaser shall promptly notify the Vendor in writing of any issues in the licensing terms or upgrades and updates or miscellaneous issues. Upon receipt of such notice, the Vendor shall, with all reasonable speed, resolve the issue, without prejudice to any other rights which the Purchaser may have against the Vendor under the Contract.
5. If the Vendor, having been notified, fails to remedy the defect(s)/issue(s) within a period defined, the Purchaser may proceed to take such remedial action as may be necessary, at the Vendor risk and expense and without prejudice to any other rights which the Purchaser may have against the Vendor under the Contract.
6. The Vendor shall begin carrying out the Services within 30 days from the signing of the contract between the NPC and the Bidder which would be considered as start of commencement of services.
7. The Penalty, as per the Service Level Agreement, will be applied, if the vendor is not able to deploy/provide resources as stipulated in the Delivery Schedule (Clause 4.2.3 of Section IV).
8. If the Vendor is unable to provide/deploy resources as defined in section V within defined period after contract signing, the Purchaser may consider termination of the Contract pursuant.

Payment schedule

The payments in respect of the Repair & Renovation shall be made as follows:

- a) The contracting agency/vendor shall submit the bills in duplicate enclosing the certificates as mentioned in succeeding paras which shall be got duly certified by the officer in-charge and the same shall be paid within 15 days after deduction on account of TDS and deductions towards non-compliance to the SLAs thereof, if any.

- b) The contracting agency shall make regular and full payment of wages and other payments as due to its personnel deputed under service contract and furnish necessary proof whenever required..
- c) In case of early termination of the contract, the pro rata payment shall be made to the Bidder for the period it has provided its services to the Purchaser.
- d) No Payment shall be made in advance to neither the bidder nor any loan from any bank or financial institution would be recommended on the basis of award of work.

Currency of Payment

Payment shall be made in Indian Rupees only.

Change Orders

1. The Purchaser may at any time, by a written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the following:
 - i) the quantity and place of placement; or
 - ii) the Services to be provided by the Vendor.
2. If any such change causes an increase or decrease in the value, or the time required for, the Vendor's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or delivery schedule, or both, and the Contract shall accordingly be amended.

Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

Assignment

The Vendor shall not assign, in whole or in part, its obligations to perform under the Contract, to other party, except with the Purchaser's prior written consent. The permission, if any, of the purchaser has to be taken within 15 days of award of the contract, by the vendor.

Sub-contracts

1. No sub-contracting of the work either in full or part is allowed.
2. The Purchaser shall select a single agency for the execution of this contract

and any sub-bidders, contractors, joint-ventures, partnerships or consortiums shall not be allowed.

Delays in the Vendor's Performance

1. Delivery of the Goods and performance of Service shall be made by the Vendor in accordance with the Timelines specified by the Purchaser in Clause 4.3.2.
2. An un-excused delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default.
3. If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the goods and performance of services, the Vendor shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Vendor's time for performance, in which case the extension shall be ratified by the parties. If the vendor requests to delay the delivery of goods and performance of services is not found acceptable to the purchaser, Clause 3.16 would be invoked.

Liquidated Damages

1. If the successful bidder/vendor fails to provide the services or to perform the Services within the time period(s) specified in the Contract, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Value, as liquidated damages, an amount as mentioned in clause 5.4. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 3.16.
2. The overall liquidated damages will be maximum of 10% of the Contract value.
3. If the liquidated damages amount is more than the bill due to the vendor, amount will be deducted from the subsequent bills. However, if the

liquidated damages amount is not recoverable from the pending dues to the vendor, in that case, same shall be recovered from encashing PBG, if required.

Termination for Default

1. Purchaser shall provide notice of thirty (30) days to meet the services.
2. Where an event of default subsists or remain uncured after 30 days of notice to vendor to resolve, the Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or in part:
 - (i) If the Vendor fails to deliver any or all of the Goods/Services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause 3.14;
OR
 - (ii) If the Vendor fails to perform any other obligation(s) under the contract.
3. In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods/ Deliverables/ Services similar to those undelivered, and the Vendor shall be liable to the Purchaser for any excess costs for such similar Goods/Deliverables/Services including the efforts of the Purchaser for such arrangement. However, the Vendor shall continue performance of the Contract to the extent not terminated.

Force Majeure

1. Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods or performance of services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

2. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
3. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
4. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods and services received.

Termination for Insolvency

The Purchaser may at any time terminate the Contract without compensation to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

Termination for Convenience

1. The Purchaser may by written notice sent to the Vendor, terminate the Contract, in whole or in part at any time of its convenience by giving a prior written notice of sixty days. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

Dispute Resolution

1. If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably

- and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) days' notice to refer the dispute to arbitration to the other Party in writing.
2. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
 3. The Arbitration proceedings shall be held in New Delhi, India.
 4. The Arbitration proceeding shall be governed by the substantive laws of India.
 5. The proceedings of Arbitration shall be in English language.
 6. Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who will act as Presiding Arbitrator.
 7. In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of India or any person or institution designated by him (in case of International commercial Arbitration) shall appoint the Arbitrators/Presiding Arbitrator. In case of domestic contracts, the Chief Justice of the High Court or any person or institution designated by him within whose jurisdiction the subject purchase order/contract has been placed / made, shall appoint the arbitrator/Presiding Arbitrator upon request of one of the parties.
 8. If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from

the stage where his predecessor had left if both parties consent for the same; otherwise, he shall precede de novo.

9. It is a Scope of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
10. It is also a Scope of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.
11. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
12. The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.
13. Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.
14. Continuance of the Contract: Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.

Governing Language

The Contract shall be written in the English language. Subject to Clause 3.22, that language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in that same language.

Applicable Law

The Contract shall be governed by and construed in accordance with the laws of India.

Notices

1. Any notice by one party to the other pursuant to the Contract shall be sent in writing or by email and confirmed in writing to the address specified for that purpose in the contract.
2. A notice shall be effective when delivered or on the notice's effective date and

time, whichever is later.

Deductions

Payments shall be subject to deductions of any amount, for which the Vendor is liable under the agreement against this Bid.

Taxes and Duties

1. The Vendor shall be entirely responsible for all taxes, license fees etc., incurred until delivery of the contracted Goods/Services to the Purchaser. If there is any reduction/increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser/vendor.

Continuing Support

The Vendor shall provide adequate and appropriate support and participation, on a continuing basis, in tuning and support all vendor supplied goods and services to meet the requirements of the applications.

Conflict of Interest

The bidder should not have any Conflict of Interest that may affect selection of bidder during selection stage. The bidder shall disclose to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the bidder or the bidder's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

Delivery and Risk Purchase

1. The time and the date of delivery of the goods and services as specified in Section V of this RFP shall be deemed to be the essence of the contract and delivery must be completed as per delivery schedule as per schedule specified at clause 4.2.3.
2. The Purchaser reserves the right to cancel the contract or a portion thereof and purchase the goods and services as specified in Section V of this RFP at the risk and cost of Vendor after giving due notice to the vendor even before completion of the contractual delivery schedule if it becomes apparent that vendor will not be able to fulfill the contractual obligations. In case the vendor fails to complete the supply of goods and services or a portion thereof within the contractual delivery

schedule, the Purchaser has the right to purchase the goods and services or a portion thereof at the risk and cost of vendor.

3. In the event of cancellation of the contract by Purchaser at the risk and cost of the vendor, the vendor shall be liable for any loss which the Purchaser may sustain on account of risk purchase but the vendor shall not be entitled to any gain on such purchase made against such default. The manner and method of such purchase shall be at the entire discretion of the Purchaser, whose decision will be final.

Fall Clause

The following fall clause will form part of the contract placed on successful Bidder:–

- a) The prices charged for services provided under this contract by the Bidder shall in no event exceed the lowest price at which the Bidder sells Services or offers to sell Services of identical description/similar buying circumstances to any persons/organizations including the Purchaser or any department of the Central or State Government or any statutory undertaking of the Central or State Govt., as the case may be, during the currency of the contract.
- b) If any time during the contract period the Bidder reduces the sale price, sells or offers to sell such Services to any person/organization including the purchaser or any department of State Govt or Central Govt. for statutory undertaking of the Central or State Govt. as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction of sale or offer to sell to the purchaser and the price payable under the contract for the Services supplied after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced.

Indemnification and Limitation of Liability

General Indemnity

Subject to Clause 3.30.2 below, the successful bidder/vendor (the "Indemnifying Party") undertakes to indemnify the Purchaser and its nominated agencies (the "Indemnified Party") from and against all losses, claims, damages, compensation etc. on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the

Indemnified Party) attributable to the Indemnifying Party's negligence, willful default, lack of due care or breach of terms of this Agreement.

Conditions for Indemnity

Without prejudice to the rights of the Purchaser in respect of indemnification for any claim:

- i. The Purchaser shall notify the vendor upon receipt of any notice of claim setting out in reasonable particulars, the details of such notice of claim;
- ii. Immediately upon receipt of notification of any claim from the Purchaser, the vendor within a period of 5 days from date of receipt of such notice from the Purchaser, notify the Purchaser whether the vendor wish to assume the defence in relation to such claim (including settlement or resolution thereof). Thereafter, the vendor shall be entitled in consultation with the Purchaser, and only to the extent such action does not in any manner compromise, prejudice or adversely affect the interests of the Purchaser, to take such action as mutually agreed upon by vendor and the Purchaser to avoid, dispute, deny, resist, appeal, compromise or consent such claim, within a period of 30 days from the date of receipt of such claim notification;
- iii. Notwithstanding anything contained herein, the vendor and the Purchaser agree and covenant that a notice by the Purchaser to the vendor in relation to the claim as aforesaid shall amount to express acceptance and consent by the bidder to indemnify the Purchaser for all losses in relation to such claim. Upon notice by the bidder, the Purchaser shall reasonably co-operate with the vendor at the sole costs of the vendor, only to the extent the same does not in any manner compromise, prejudice or adversely affect the rights of the Purchaser. The Purchaser shall have the right, at its option, to participate in the defence of such claim;
- iv. If the vendor fails to take any action as per the above clause within the time period as specified therein, the Purchaser shall have the right, in its absolute discretion, to take such action as it may deem necessary to avoid, dispute, deny, resist, appeal, compromise or contest or settle any claim (including without limitation, making claims or counterclaims against third parties). If the vendor

does not assume control of the defence of such claims (as mentioned above), the entire defence, negotiation or settlement of such claim by the Purchaser shall be deemed to have been consented to by, and shall be binding upon, vendor as fully as though the vendor alone had assumed the defence thereof and a judgment had been entered into by the vendor, for such claim in respect of the settlement or judgment.

Risk Purchase

If the vendor fails to perform its obligations (or any part thereof) under this Agreement or if the Agreement is terminated by the Purchaser due to breach of any obligations of the vendor under this Agreement, the Purchaser reserves the right to procure the same or equivalent Goods / Services / Deliverables from alternative sources at the vendor's risk and responsibility. Any incremental cost borne by the Purchaser in procuring such Goods /Services/ Deliverables shall be borne by the vendor. Any such incremental cost incurred in the procurement of the such Goods /Services/ Deliverables from alternative source will be recovered from the undisputed pending due and payable Payments /Security Deposit / Bank Guarantee provided by the vendor under this Agreement and if the value of the Goods /Services/Deliverables under risk purchase exceeds the amount of Security Deposit and / or Bank Guarantee, the same may be recovered, if necessary, by due legal process.

Limitation of Liability

1. Except in case of gross negligence or wilful misconduct on the part of the Bidder or on the part of any person or company acting on behalf of the Bidder in executing the work or in carrying out the services, the Bidder, with respect to damage caused by the Bidder to property and/ or assets of the purchaser or of any of the Purchaser's Bidders, shall not be liable to Purchaser:
 - a. For any indirect or consequential loss or damage; and;
 - b. For any direct loss or damage that exceeds
 - i. The Contract Value, or

- ii. The proceeds the Bidder may be entitled to receive from any insurance maintained by the Bidder to cover such a liability, whichever of (i) or (ii) is higher.
2. This limitation of liability shall not affect the Bidder's liability, if any, for damage to Third Parties caused by the Bidder/ Bidder's Team or any person or firm/ company acting on behalf of the Bidder in executing the work or in carrying out the services.

Allocation of liability

The allocations of liability represent the agreed and bargained-for understanding of the parties and compensation for the Services/ Deliverables reflects such allocations.

Other obligations of Vendor

Vendor shall ensure that the manpower being provided as part of the contract does not contain any kind of malicious code that would activate procedures to:

- Inhibit the desired and the designed function
- Cause physical damage to the user or his equipment during the operational exploitation of the equipment
- Tap information regarding the system, network, network users and information stored on the network that is classified and/or relating to National Security, thereby contravening Official Secrets Act 1923.
- Cause any loss or corruption of data

Termination for Misrepresentations of facts

1. In case if any misrepresentation of fact/information, corrupt or fraudulent practices by successful bidder comes to the notice/information of NPC/purchaser after signing of the contract, in that case NPC/purchaser shall provide notice of thirty (30) days to successful bidder for providing the clarification.
2. Where issue is not resolved within 30 days of notice to successful bidder/ or if the satisfactory clarification is not rendered by successful bidder in 30 days in that case Purchaser may, without prejudice to any other remedy for

breach of contract, by written notice to the successful bidder, terminate the Contract in whole or in part:

- a) If the successful bidder, in the judgment of NPC/purchaser, has engaged in misrepresentation of facts/information, corrupt or fraudulent practices in competing for the bid or in executing this Contract;

OR

- b) If the successful bidder submits to NPC/purchaser a false statement/facts.
3. NPC/Purchaser may also forfeit the PBG and/or other necessary legal action.

Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

Suspension

The "Purchaser" may, by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension

- i. shall specify the nature of the failure, and
- ii. shall allow the Bidder to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.

It is the responsibility of the selected agencies after award of contract to intimate NPC in case of any subsequent ban imposed on the agency. NPC will be free to review and take the decision accordingly.

4 Section IV – Contents of Bids

Prequalification

4.1.1 Proposal Submission Form

To:

Group Head (Admn)

National Productivity Council (NPC),
5-6, Institutional Area, Lodi Road,
New Delhi – 110003.

Dear Sir/Madam,

We, the undersigned, offer to provide services in accordance with your Request for Proposal dated _____, and our Proposal. We are hereby submitting our Proposal, which includes this Pre-Qualification Bid, Technical Bid and Commercial Bid as per e-Procurement process under two cover system.

We hereby declare that we are submitting our bids as a single bidder/company and have not formed or intend to form or execute the contract with any other entity, sub-contractors or consortiums.

We hereby declare that all the information and statements made in this Pre-Qualification Bid are true and accept that any misinterpretation contained in it may lead to our disqualification. We further undertake, if our Proposal is accepted, to initiate the Services related to the assignment within _____ (no. of days) subject to award of contract.

We understand you are not bound to accept any bid(s) you receive.

We remain,

Yours sincerely,

Authorized Signatory [*In full and initials*]:

Name and Title of Signatory:

Name of Company:

Address:

Location: _____

Date: _____

Technical Bid

Bid Particulars

A - Bidder's Organization

[Provide here a brief description of the background and organization of your company/entity and each associate company for this assignment. Also provide a brief description on the ownership details, date and place of incorporation of the company, objectives of the company etc. Apart from this, also provide audited information on the Annual Turnover of the company for the last 3 financial years as required in the form below]

Organization and Financial Information

Form A 1: Details of the Organization - Bidder	
Name	
Date of Incorporation	
Date of Commencement of Business	
Address of the Headquarters	
Address of the Registered Office in India	
Area of expertise with respect to this project	
Contact details of Authorized Person (Name, address, Telephone & Mobile No. and e-mail)	

Form A 2: Financial Information – Bidder	FY 2019-20	FY 2017-18	FY 2016-17
Gross Revenue (in INR Lakhs)			
Revenue from Repair & renovation in INR Lakhs			
Revenue from Other than Repair & renovation (in INR Lakhs)			

B – Bidder Company’s Experience

[Using the format below, provide information on each assignment for which your company was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out Services as requested under this assignment. Bidders should provide all the details (including documentary evidence like copy of work order/ contract document/ completion certificate from customer/ certificate from auditor/ other customer testimonials including video along with supporting certificate from auditors) as required in the form. The Bidder must have completed at least 3 (Three) completed between Rs.10.00 lakhs to Rs.20.00 lakhs during preceding three financial years (FY 2020,2019 & 2018) for repair and renovation of similar nature or higher. In case, information required by NPC is not provided by Bidder, NPC shall proceed with the evaluation based on information provided and shall not further request the Bidder for any further information. Hence, responsibility for providing information as required in this form lies solely with the Bidder.]

FORM B1: Company’s Experience	
Assignment Name:	
Client Name & Address with contact details:	
Annual Turnover/Budget of the Client:	
Value of Contract (in INR):	
Total Value of the Services provided by your company under the contract (in INR):	
Duration of Assignment (from - to):	
Scope of Work/Terms of Reference:	
Category	
No. of technical manpower provided by the Bidder Category wise:	

Name of senior professional staff of your company involved & functions performed (indicate most significant profiles such as Project Director/Coordinator):	

(Note: Please provide the work experience for each Client Organization as per above format on separate sheet on company's letterhead duly certified.)

I hereby on behalf of (company name) duly certify that the information furnished above is correct and true to my knowledge and as certified as per the records.

(Authorized Signatory)

Name:

Contact details:

Company's stamp:

Technical Bid Letter

To

**Group Head (Admn.)
National Productivity Council
5-6, Institutional Area, Lodi Road
New Delhi – 110003**

Ref : Bid No. _____

Sir,

1. We declare:
 - (i) That we are service providers of
 - (ii) That our establishment is open for inspection by the representatives of the National Productivity Council.
2. We hereby offer to supply the Services at the cost mentioned in commercial bid.
3. **PERIOD OF DELIVERY**

We do hereby undertake that, in the event of acceptance of our bid, the supply of Services shall be made as stipulated in the Schedule to the Bid Document as given in **Annexure 4.2.3** and that we shall perform all the incidental services.
4. **TERMS OF DELIVERY**

The prices quoted are inclusive of all charges and taxes.
5. We enclose herewith the complete **Technical Bid** as required by you. This includes duly filled and signed **Section IV**.
6. We agree to abide by our offer for a period of **90 days** from the date of opening of the technical bids.
7. We have carefully read, understood and accept the terms & conditions specified in the bid. We do hereby undertake to services as per these terms and conditions of the bid document.
8. Certified that the bidder is :
 - a) The Constituted attorney of the company and the person signing the bids is the constituted attorney of the Company.

OR

b) The Principal Officer or his duly Authorized Representative of the Company, and he has the authority to refer to arbitration disputes concerning the business of the Company by virtue of the general power of attorney.

(NOTE: Delete whatever is not applicable.)

9. Bid Security (**Earnest Money**), in original, for an amount equal to **Rs.**

(Rupees)

only) /Bid Securing Declaration is enclosed in the Cover containing Pre-Qualifying and Technical Bid.

10. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and placement of Letter of Intent awarding the Contract, shall constitute a binding contract between us.

Dated this day of 2018

Signature & seal of the bidder

Name :

Full Address :

Telephone No :

Fax No :

Details of enclosures:

1.

Delivery Schedule

* The timeline mentioned for Acceptance by purchaser is tentative. This may increase or decrease for which NPC shall not be responsible for any cost if incurred by vendor on this account.

Signature of Bidder

Date

Place

Commercial Bid

Commercial Bid Letter

To:

Group Head(Admn.)
National Productivity Council
5-6, Institutional Area
Lodi Road
New Delhi-

Dear Sir/Madam,

We, the undersigned, offer to provide **services** in accordance with your Request for Proposal dated _____, and our Proposal. We are hereby submitting our Commercial Bid as per packet-2 mentioned in CPP Portal.

We hereby declare that all the information and statements made in this Bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We hereby declare that all the information and statements made in this Commercial Bid are true and accept that any misinterpretation contained in it may lead to our disqualification. We further undertake, if our Bid is accepted, to initiate the Services related to the assignment within _____(no. of days) subject to award of contract.

We understand you are not bound to accept any bid(s) you receive.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Company: _____

Address: _____

Location: _____

Date:

Cost Of Services Offered

Annexure 4.3.2

(This form shall be used for arriving at the lump-sum Value of the contract. The form shall include the staff-rates for ALL the resources proposed to be supplied to NPC:

National Productivity Council

C.A.NO.:

Date:

Name of work: Civil, Tiling and Electrical work at B-8, Sunset Height, Suburbs Queen
CHS Ltd, 59, Pali Hill Road, BandraWest Mumbai-400 050.

Sr. No.	Description	Qty	Rate (Rs.)	Unit	Amount(Rs.)
1	Removing of old flooring and carting away debris	115		Sqmt	Rs.
2	Demolition/Dismantling of Plaster from Ceiling and removal and disposal	125		Sqmt	Rs.
3	Demolition/Dismantling of Plaster from Wall and removal and disposal	285		Sqmt	Rs.
4	Removing Wall Tiles	61		Sqmt	Rs.

5	Providing half brick masonry with common burnt clay (4 ½" width) in superstructure in cement joints, scaffolding etc. mortar 1:4 including curing, racking out complete as directed, with RCC bond at every 8th layer 4"thick to be provided continuously with 2 nos. of 8 mm dia.m.s. steel rod (steel shall be measured and paid separately).	35		Sqmt	Rs.
6	Providing and rendering 15 mm thick cement plaster in cement mortar 1:4 (1 cement: 4 fine sand) in Single coats using screened clean sand on internal surfaces of brick or concrete surfaces including providing neeru finish to a thickness of about 1.5mm, finished smooth with steel trowel including preparation of surface, scaffolding, curing etc., at all levels/heights and locations complete as specified and as directed. (In Wall)	350		Sqmt	Rs.
7	Providing and rendering 15 mm thick cement plaster in cement mortar 1:4 (1 cement: 4 fine sand) in two coats using screened clean sand on internal surfaces of brick or concrete surfaces including providing neeru finish to a thickness of about 1.5mm, finished smooth with steel trowel including preparation of surface, scaffolding, curing etc., at all levels/heights and locations complete as specified and as directed. (In Ceiling)	125		Sqmt	Rs.

8	Repairing of RCC structural members Viz. Columns, beams and slabs by removing loose concrete ,rust from the reinforcement steel by mechanical means apply polylack EP + cement slurry 1:1 as primer cum bonding coat, preparing a special polymer mortar as per manufacturer direction, placing this mortar by hand in layers 10 mm thick and finishing with 1:4 cement plaster including shuttering, props, curing etc. complete.	125		Sqmt	Rs.
9	Providing and Applying Gypsum Wall Punning	285		Sqmt	Rs.
10	FALSE CEILING Providing and fixing 12mm thick Gypsum Board over G.I. frame work all as per the “Standard design and practice” of size 65 x 65 X 12 mm rendered smooth with plaster of paris, screwing etc. with approved quality of tiles, including necessary cuttings for light fittings, ducts and plasters of paris as per design complete.	150		Sqmt	Rs.

11	Providing water proofing treatment to the dado portion of the side walls upto 1 mtr. Height from floor area of existing water closets, bathrooms, kitchens, washing, places sanitary blocks, bath etc. by removing existing plaster, and tiles etc. by giving injection treatment with water proofing compound and cement solution. The walls will then be plastered with water proofing cement mortar 1:4 cs. 12 to 15 mm thick upto 1m. height. (Waterproofing Treatment to Toilet)	35		Sqmt	Rs.
12	Providing and laying polished vitrified floor tiles in size of 600mm x 600mm of approved make like Nitco/ Kajaria/ asian/Johnson, etc.	115		Sqmt	Rs.
13	Providing and laying polished vitrified floor tiles Skirting , 75 mm Inch in size of 600mm x 600mm of approved make like Nitco/ Kajaria/ asian/Johnson, etc.	250		Rmt	Rs.
14	Providing and fixing joint free rectified wall tiles in dado of varmora , Johnson, Kajaria or other approved make having size 300 X 450 mm in cement mortar	85		Sqmt	Rs.
15	Removing and Refixing door chowkats.	8		Nos	Rs.

16	Providing and fixing aluminium frame (3"x 1") Bakelite (4 mm tk.) panel door shutter with necessary fittings like tower bolt, hinges, handles, etc. complete.	6		Sqmt	Rs.
17A	Providing and Fixing Black Granite 18 mm thick kitchen Platform 600mm wide with 75 to 100mm wide Half round Facia Putty on 15mm white marble support sandwich type & top slab below granite in cement mortar as per architect drawing	4		Rmt	Rs.
17B	- do - Service Platform 500mm wide	4		Rmt	Rs.
17C	- do - for Basine counter 600mm wide	3		Rmt	Rs.
17D	Providing and Fixing S. S Sink Nirali Make Size 24" X 18"	1		Nos	Rs.
17 E	Providing and Fixing Granite in Windows, door chowkats, platform side putty etc. with up to the 150 mm (double putty) with including molding, polishing, etc. complete.	100		Rmt	Rs.
18	Providing and fixing aluminum anodized 15 micron sliding window 1" Series (16 g) Size of bottom tube and sliding track 4"-0 X 1 1/2" with Nylon Ball bearing Roller's P.V.C. doubleweather stripping and special arrangement for drainage of water including plain glass 5mm thick locking arrangement , handle etc. complete.	35		Sqmt	Rs.

19	Providing and fixing Stainless steel mosquito proof net in new aluminum frame shutter including bearings, all other fitting, fixing etc. complete.	8.05		Sqmt	Rs.
20	Providing and Fixing 1" Series Aluminum Openable window in toilet with provision of Exhaust Fan gala	3		Sqmt	Rs.
21	Painting in two coats with plastic emulsion paints of an approved make and approved shade over a coat of primer on old wall surfaces including preparation of old painted surfaces even and smooth by applying P.O.P etc.	115		Sqmt	Rs.
22	Providing and applying Luster Paint of superior quality and of approved make, color and shade to the old & new surfaces in two coats including scaffolding, preparing the surfaces using rollers to receive the paint and applying primer and putty etc. complete (as per manufacturers specification).	300		Sqmt	Rs.
23	Providing and applying synthetic enamel paint of approved brand and manufacture of required color in two coats complete to give an even shade on old wood / steel surfaces, over a coat of primer of approved make for steel and wood surface.	100		Sqmt	Rs.

24	(a) Concealed Point wiring with 5 pin 5 amps socket outlet/light/fan points including modular switches & neutral. Conceal box, plates Conduit piping etc., complete.	130		Per Points	Rs.
25	(b) Concealed Point wiring with 6 pin 15 amps socket outlet/light/fan points including modular switches & neutral. Conceal box, plates Conduit piping etc., complete.	15		Per Points	Rs.
26	Providing and fixing submain wiring/circuit wiring by using 3/20 copper wire with copper earthing through concealed conduit Piping	100		Rmt	Rs.
27	Providing and Fixing 6 Cat Wiring for Internet including Concealed Conduit Piping	60		Rmt	Rs.
28	Providing and Fixing 12 to 15 Watt Worm White LED Fixtures Round or Square (As per Approved by Authority)	50		Nos	Rs.
29	Providing Wall Hung EWC with Chair Bracket, Seat Cover Etc. Complete.	4		Nos	Rs.

30	Providing and Fixing Countertop wash hand basin up to 12" X 24" with west, cuppling etc. complete	4		Nos	Rs.
31	Providing and Fixing Toilet Jet Spray Complete Set.	4		Nos	Rs.
32	Providing and Fixing Toilet Paper Holder	4		Nos	Rs.
33 A	Providing and Fixing Diverter with Spout, shower complete	3		Nos	Rs.
33 B	Providing and Fixing hot cold mixer with overhead shower complete set (3 in 1) Rate Only	Rate Only		Nos	Rs.
34	Providing and Fixing Flush valve	4		Nos	Rs.
35	Providing and Fixing Pillar Cock	4		Nos	Rs.

36	Providing and Fixing Concealed Stop Cock with C.P. Flange	25		Nos	Rs.
37	Providing and Fixing Sink Cock	1		Nos	Rs.
38	Providing and Fixing C.P. Heavy Duty Bottle Trap.	4		Nos	Rs.
39	Providing and Fixing Towel Road 2'.00 long	3		Nos	Rs.
40	Providing and Fixing Towel Ring	4		Nos	Rs.

41	Providing and Fixing Telephone Shower	3		Nos	Rs.
42	Providing and Fixing PVC Floor Trap	9		Nos	Rs.
43	Providing and Fixing PVC Nahani Trap	9		Nos	Rs.
44	Providing and Fixing 110 mm dia soil west PVC Bend Connector Pices etc	10		Nos	Rs.
45	Providing and Fixing 80 mm dia soil west PVC Bend Connector Pices etc	6		Nos	Rs.
46	Providing and Fixing PVC Soil Pipe 110mm dia	20		Rmt	Rs.

47	Providing and Fixing PVC Soil Pipe 80mm dia	20		Rmt	Rs.
48	Providing and Fixing 40mm dia PVC pipeline with Bend, Tee, Elbow etc. fitting for WHB	20		Rmt	Rs.
49	Providing and Fixing 20mm dia CPVC pipe with fittings	50		Rmt	Rs.
50	Providing and Fixing 32mm to 40mm dia CPVC pipe with fittings	50		Rmt	Rs.
51	Providing Scaffolding from Ground for Plumbing, Sanitary Work.	1		LS	Rs.
			Net Amount		
			Add: -CGST 9%		
			Add: -SGST 9%		
			Grand Total		

(Amount in Figure: -)

Note: The contractor has to prepare the list of a removed material like Plumbing Material, Carpentry Material & Electrical fittings & cables etc. from the work site and NPC offer Lumpsum amount for credit in tender.

Date:-

Signature of Contractor

5 Section V – Scope of Work

Introduction

This RFP aims to identify and engage a contractor for Repair & renovation of Repairs and renovation Officers Flat No-B-8 at SunsetHeight, Suburbs Queen CHS Ltd, 59, Pali Hill Road, Bandra West Mumbai-400 050.

Scope of Work: Supply of Manpower Services

The vendor shall provide manpower as per the minimum skills provided as per detail in the table.

General

The scope of work for Agency includes for Supply of Manpower on Contract Basis

1. No additional cost shall be charged by the vendor falling under the scope of this RFP, but cost of which are not directly covered under the Bill of Quantities/ Commercial Bid.

Bidder's Personnel

The Bidder shall employ and provide qualified and experienced Personnel as are required to carry out the Services as detailed in the Scope of Work. The bidder shall submit the CVs of the resources proposed to be deployed and shall deploy only after approval of a particular resource when conveyed by NPC.

Name of work: Civil, Tiling and Electrical work at B-8, Sunset
Height, Suburbs Queen CHS Ltd, 59, Pali Hill Road, BandraWest
Mumbai-400 050.

Sr. No.	Description	Qty	Unit
1	Removing of old flooring and carting away debris	115	Sqmt

2	Demolition/Dismantling of Plaster from Ceiling and removal and disposal	125	Sqmt
3	Demolition/Dismantling of Plaster from Wall and removal and disposal	285	Sqmt
4	Removing Wall Tiles	61	Sqmt
5	Providing half brick masonry with common burnt clay (4 ½" width) in superstructure in cement mortar 1:4 including curing, racking out joints, scaffolding etc. complete as directed, with RCC bond at every 8th layer 4" thick to be provided continuously with 2 nos. of 8 mm dia.m.s. steel rod (steel shall be measured and paid separately).	35	Sqmt
6	Providing and rendering 15 mm thick cement plaster in cement mortar 1:4 (1 cement: 4 fine sand) in Single coats using screened clean sand on internal surfaces of brick or concrete surfaces including providing neeru finish to a thickness of about 1.5mm, finished smooth with steel trowel including preparation of surface, scaffolding, curing etc., at all levels/heights and locations complete as specified and as directed. (In Wall)	350	Sqmt

7	Providing and rendering 15 mm thick cement plaster in cement mortar 1:4 (1 cement: 4 fine sand) in two coats using screened clean sand on internal surfaces of brick or concrete surfaces including providing neeru finish to a thickness of about 1.5mm, finished smooth with steel trowel including preparation of surface, scaffolding, curing etc., at all levels/heights and locations complete as specified and as directed. (In Ceiling)	125	Sqmt
8	Repairing of RCC structural members Viz. Columns, beams and slabs by removing loose concrete, rust from the reinforcement steel by mechanical means apply polylack EP + cement slurry 1:1 as primer cum bonding coat, preparing a special polymer mortar as per manufacturer direction, placing this mortar by hand in layers 10mm thick and finishing with 1:4cement plaster including shuttering, props, curing etc. complete.	125	Sqmt
9	Providing and Applying Gypsum Wall Punning	285	Sqmt

10	FALSE CEILING Providing and fixing 12mm thick Gypsum Board over G.I. framework all as per the "Standard design and practice" of size 65 x 65 X 12 mm rendered smooth with plaster of paris, screwing etc. with approved quality of tiles, including necessary cuttings for light fittings, ducts and plasters of paris as per design complete.	150	Sqmt
11	Providing water proofing treatment to the dado portion of the side walls upto 1 mtr. Height from floor area of existing water closets, bathrooms, kitchens, washing, places sanitary blocks, bath etc. by removing existing plaster, and tiles etc. by giving injection treatment with water proofing compound and cement solution. The walls will then be plastered with water proofing cement mortar 1:4 cs. 12 to 15 mm thick upto 1m. height. (Waterproofing Treatment to Toilet)	35	Sqmt
12	Providing and laying polished vitrified floor tiles in size of 600mm x 600mm of approved make like Nitco/ Kajaria/ asian/Johnson, etc.	115	Sqmt
13	Providing and laying polished vitrified floor tiles Skirting , 75 mm Inch in size of 600mm x 600mm of approved make like Nitco/ Kajaria/ asian/Johnson, etc.	250	Rmt

14	Providing and fixing joint free rectified wall tiles in dado of varmora , Johnson, Kajaria or other approved make having size 300 X 450 mm in cement mortar	85	Sqmt
15	Removing and Refixing door chowkats.	8	Nos
16	Providing and fixing aluminum frame (3"x 1") Bakelite (4 mm tk.) panel door shutter with necessary fittings like tower bolt, hinges, handles, etc. complete.	6	Sqmt
17A	Providing and Fixing Black Granite 18 mm thick kitchen Platform 600mm wide with 75 to 100mm wide Half round Facia Putty on 15mm white marble support sandwich type & top slab below granite in cement mortar as per architect drawing	4	Rmt
17B	- do - Service Platform 500mm wide	4	Rmt
17C	- do - for Basine counter 600mm wide	3	Rmt
17D	Providing and Fixing S. S Sink Nirali Make Size 24" X 18"	1	Nos
17 E	Providing and Fixing Granite in Windows, door chowkats, platform side putty etc. with up to the 150 mm (double putty) with including molding, polishing, etc. complete.	100	Rmt

18	Providing and fixing aluminum anodized 15 micron sliding window 1" Series (16 g) Size of bottom tube and sliding track 4"-0 X 1 ½" with Nylon Ball bearing Roller's P.V.C. double weather stripping and special arrangement for drainage of water including plain glass 5mm thick locking arrangement , handle etc. complete.	35	Sqmt
19	Providing and fixing Stainless steel mosquito proof net in new aluminum frame shutter including bearings, all other fitting, fixing etc. complete.	8.05	Sqmt
20	Providing and Fixing 1" Series Aluminum Openable window in toilet with provision of Exhaust Fan gala	3	Sqmt
21	Painting in two coats with plastic emulsion paints of an approved make and approved shade over a coat of primer on old wall surfaces including preparation of old painted surfaces even and smooth by applying P.O.P etc.	115	Sqmt
22	Providing and applying Luster Paint of superior quality and of approved make, colour and shade to the old & new surfaces in two coats including scaffolding, preparing the surfaces using rollers to receive the paint and applying primer and putty etc. complete (as per manufacturers specification).	300	Sqmt

23	Providing and applying synthetic enamel paint of approved brand and manufacture of required color in two coats complete to give an even shade on old wood / steel surfaces, over a coat of primer of approved make for steel and wood surface.	100	Sqmt
24	Concealed Point wiring with 5 pin 5 amps socket outlet/light/fan points including modular switches & neutral. Conceal box, plates Conduit piping etc, complete.	130	Per Points
25	Concealed Point wiring with 6 pin 15 amps socket outlet/light/fan points including modular switches & neutral. Conceal box, plates Conduit piping etc, complete.	15	Per Points
26	Providing and fixing submain wiring/circuit wiring by using 3/20 copper wire with copper earthing through concealed conduit Piping	100	Rmt
27	Providing and Fixing 6 Cat Wiring for Internet including Concealed Conduit Piping	60	Rmt
28	Providing and Fixing 12 to 15 Watt Warm White LED Fixtures Round or Square (As per Approved by Authority)	50	Nos

29	Providing Wall Hung EWC with Chair Bracket, Seat Cover Etc. Complete.	4	Nos
30	Providing and Fixing Countertop wash hand basin up to 12" X 24" with west, cuppling etc complete	4	Nos
31	Providing and Fixing Toilet Jet Spray Complete Set.	4	Nos
32	Providing and Fixing Toilet Paper Holder	4	Nos
33 A	Providing and Fixing Diverter with Spout, shower complete	3	Nos
33 B	Providing and fixing hot cold mixer with overhead shower complete set (3 in 1)	3	Nos
34	Providing and Fixing Flush valve	4	Nos
35	Providing and Fixing Pillar Cock	4	Nos
36	Providing and Fixing Concealed Stop Cock with C.P. Flange	25	Nos
37	Providing and Fixing Sink Cock	1	Nos
38	Providing and Fixing C.P. Heavy Duty Bottle Trap.	4	Nos
39	Providing and Fixing Towel Road 2'.00 long	3	Nos
40	Providing and Fixing Towel Ring	4	Nos

41	Providing and Fixing Telephone Shower	3	Nos
42	Providing and Fixing PVC Floor Trap	9	Nos
43	Providing and Fixing PVC Nahani Trap	9	Nos
44	Providing and Fixing 110 mm dia soil west PVC Bend Connector Pices etc.	10	Nos
45	Providing and Fixing 80 mm dia soil west PVC Bend Connector Pices etc.	6	Nos
46	Providing and Fixing PVC Soil Pipe 110mm dia	20	Rmt
47	Providing and Fixing PVC Soil Pipe 80mm dia	20	Rmt
48	Providing and Fixing 40mm dia PVC pipeline with Bend, Tee, Elbow etc. fitting for WHB	20	Rmt
49	Providing and Fixing 20mm dia CPVC pipe with fittings	50	Rmt
50	Providing and Fixing 32mm to 40mm dia CPVC pipe with fittings	50	Rmt
51	Providing Scaffolding from Ground for Plumbing, Sanitary Work.	1	LS

Note: The quantity mentioned is estimated

1. RECOVERY FROM CONTRACTOR:

Whenever any claim for the payment of a sum of money out of or under this contract against the contractor the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this contract, he shall pay the claim on demand. Any amount due to the contractor under this contract may be adjusted against the recovery. If as a result of audit and technical examination any over payment is discovered in respect of any work done by the contractor or alleged to have been done by him under the contract it shall be recovered by Government from the contractor by any or all of the methods prescribed above or if any under payment is discovered the amount shall be paid the Contractor by the NPC. If any demand of recovery against the firm, from other firms/Govt. Agency is intimated for recovery, the same will be recovered and balance if any will be paid.

2. RECORDS AND MEASUREMENTS:

Works which falls to be measured in detail shall be measured physically, the measurements shall be taken jointly NPC and by the contractor. The Contractor shall provide assistance with every appliance and other things necessary for measurement. The contractor shall himself record the measurement in the measurement book and that prepares the RAR/Final bills and submits to the site engineer for technical verification and for further process for payment.

3. EXTRA, SUBSTITUTE AND DEVIATED ITEMS OF WORKS:-

Devastation in construction of civil projects/ Maintenance is un-avoidable. Deviation in the contract would normally comprise of:

a) New items of work in addition to the items in contract, these are commonly known as extra items, which are very essentially required to be executed for satisfactory completion of the work. These items shall be paid at the market rate based on market analysis.

4. TEST CHEK OF BILLS:

All the bills shall be technically checked at site and signed in the measurement book before release of payment to the contractor.

5. ANTECEDENTS:

Antecedents of contractor and his agent should be cleared. If antecedent of contractor and his agent is found doubt at any time, the contractor shall be suspended from doing work. Action shall be initiated as per the law.

6. DEFECT LIABILITY PERIOD:

The contractor shall be responsible to make good and remedy at his own expense any defect which may develop or may be noticed before the period mentioned hereunder from the certified date of completion. The Architect shall give a notice in writing to the contractor about the defect and the Contractor shall make good the same within 15 days of receipt of the notice. In the case of failure on the part of the contractor, the Architect may rectify or remove or re-execute the work at the risk and cost of the Contractor. The Architect shall be entitled to appropriate the whole or any part of the amount of security deposit towards the expenses, if any, incurred by him in rectification, removal or re-execution. The defects liability period shall be 12 months for civil, electrical, plumbing and carpentry work and in case of water proofing work like APP, IPS treatment, etc. shall be 5 years, if there is any defect in the work then contractor has to attend same at earliest and if the contractor refuse to attend the work the work will be attended by the NPC through another contractor and expenditure of the same will be recovered from Performance Security.

7. The Contractor shall complete all the required formalities to obtain permission etc. from the concerned authorities, such as BMC etc., wherever their approval is required. The statutory payments if any shall be borne by NPC as per actual.

8. The firm will be selected by the NPC for recommendation of contractors. The lowest rates quoted by contractor shall be considered for the rate. as per the recommendations of NPC, the NPC shall recommend such lowest rates for all the items for approval and all the firm's recommended for shall bound with the approved rates for working as panel contractor. No correspondence will be entertained in this matter.
9. On verification of the credentials of the successful bidder after opening the technical/financial bid or during execution of the work, if it is found that the details furnished by the successful bidder regarding its past experience, location of office etc. are false or incorrect, in that event the said bidder will be liable for legal action, as deemed fit.

10. ABANDONMENT OF WORK BY THE CONTRACTOR:

If the contractor abandons the work, after the commencement of the same, for whatsoever reason, the contractor shall indemnify the Commission for the loss caused to it due to the abandonment of work by the contractor. The amount of loss shall be decided by the NPC, which is binding on the contractor. Upon abandonment of work by the contractor, the NPC shall have the right to carry out the remaining work through some other agency at the risk and cost of the contractor.

Services

Service Levels

1. If the vendor fails to meet the Service Levels within the time limit(s) specified, the Purchaser shall without prejudice to its other remedies under the Contract, deduct the amount from the Contract value, as liquidated damages.
2. The overall liquidated damages will be maximum of 10 % of the Contract Value.

6 SECTION VI – Appendix

Appendix A– Contract

CONTRACT

THIS AGREEMENT made on this _____ day of between National Productivity Council (hereinafter referred to as “**the Purchaser**”) which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized representatives and permitted assigns of the FIRST PART and _____ having its Office at _____ (hereinafter referred to as “**the Vendor**”) which expression shall unless excluded by or repugnant to the context, includes their Heirs, Executors, Administrators and Legal Representatives of the SECOND PART.

WHEREAS Purchaser is desirous of entering into a contract for _____ with the Vendor, and has accepted to pay to the Vendor the contract amount for provisioning of those goods & related Services at a total value not exceeding (**Rupees**) (Hereinafter referred to as "the Contract Value").

AND WHEREAS the Vendor has agreed to provide Goods and Services as listed in Bid Document No _____, as per the rate(s) given in the table below mentioned hereinafter.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

A. Bid Document No _____ regarding _____ including

(i)	Invitation to Bid	Section I
(ii)	Instruction to Bidders	Section II
(iii)	General Conditions of Contract	Section III
(iv)	Contents of bid	Section IV
(v)	Scope of Work	Section V
(vi)	Appendix	Section VI

B. Pre-Qualification, Technical and Commercial proposals submitted by the Vendor.

C. Order No. _____ dated _____ placed on the Vendor.

D. Acceptance of the order vide No. _____ dated _____ by the Vendor.

3. In consideration of the payments to be made by the Purchaser to the Vendor as hereinafter mentioned, the Vendor hereby covenants with the Purchaser to provide the goods and services and to remedy therein in conformity in all aspects with the provisions of the aforesaid Bid under reference.

4. The Purchaser hereby covenants to pay the Vendor in consideration of the provision of the Goods and Services as listed in Table below and the remedying of defects therein, the Contract Value or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. TOTAL CONTRACT VALUE:(Rupees)

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

**Signed, sealed, and delivered for &
on behalf of M/s**

**Signed, sealed, and delivered for
and on behalf of the National
Productivity Council**

Signature _____
Name _____
Designation _____
Address _____
Date _____

Place : New Delhi

Signature _____
Name _____
-Designation _____
--

Address _____
--
Date _____

Place : New Delhi

In the presence of:

Signature _____
Name _____
Designation _____
Date _____

Place : New Delhi

In the presence of:

Signature _____
-
Name _____
--
Designation _____
-
Date _____

Place : New Delhi

Appendix B – Performance Bank Guarantee

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE
GUARANTEE BOND**

Ref: _____ Date _____

Bank Guarantee No. _____

To

**The Group Head (Admn)
National Productivity Council (NPC),
5-6, Institutional Area,
Lodi Road,
New Delhi – 110003**

1. Against contract vide Advance Acceptance of the Bid No. _____ dated _____ covering _____ (hereinafter called the said “Contract”) entered between the National Productivity Council (NPC) (hereinafter called the “Purchaser”) and _____ (hereinafter called the “Vendor”) this is to certify that at the request of the Vendor we _____ Bank Ltd., are holding in trust in favor of the Purchaser, the amount of _____ (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Vendor of any of the Terms and Conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has

been committed by the Vendor and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

2. We _____ Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Vendor i.e. till _____ (viz the date up to ____ years and months after the date of successful commissioning and acceptance of the system by the Purchaser) hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd., by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd., notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd., by the Purchaser before the said date. Payment under this letter of Guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd. Undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Vendor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

5. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Vendor shall have no claim against us for making such payment.

6. We _____ bank Ltd., further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Vendor from time to time or to postpone for any time from time to time any of the powers exercisable by the Purchaser against the said Vendor and to forbear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Vendor or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties would, but for this provision have the effect of so releasing us from our liability under this guarantee.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor.

Date _____

Place _____

Witness _____

Signature _____

Printed Name _____

(Bank's common seal)

Appendix C – Bid Security /Earnest Money Deposit Form

BID SECURITY FORM

Whereas _____ (hereinafter called “the Bidder”) has submitted its bids dated _____ for _____ (hereinafter called “the Bid”).

KNOW ALL MEN by these presents that WE _____ of _____ having our registered office at _____ (hereinafter called “the Bank”) are bound unto the National Productivity Council (hereinafter called “the NPC”) in the sum of _____ for which payment well and truly to be made to the said NPC, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are:

1. If the Bidder, having its bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the NPC during the period of bid validity
 - a. If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
 - b. In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
 - c. During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

We undertake to pay to the NPC up to the above amount upon receipt of its first written demand, without the NPC having to substantiate its demand, provided that in its demand the NPC will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Sealed with common seal of the said Bank this _____ day of _____
2017

(Authorized Signatory of the Bank)

Appendix D – Bid Securing Declaration Form

Bid Securing Declaration Form

Date:

Bid No.:

To

**The Group Head (Admn.)
National Productivity Council
5-6, Institutional Area
Lodi Road,
New Delhi – 110003.**

We, the undersigned, declare that:

We, M/s..... (Herein referred as vendor) understand that, according to

bid clause No. 2.3, bids may be supported with a Bid Securing Declaration, therefore rather than submitting the **Bid Security /Earnest Money Deposit Form as attached at clause 6.3 (appendix 'C') of the RFP**, we render the declaration that: -

We will automatically be suspended from being eligible for bidding in any contract with the National Productivity Council (herein referred as Purchaser) for the period of 3 years, starting on bid submission closing date, if we are in breach of any of the following obligation(s) under the bid conditions: -

- a. If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
- b. In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
- c. During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

We understand that this declaration shall expire if we are not the successful Bidder and on receipt of purchaser's notification of the award to another Bidder; or thirty days after the validity of the Bid; whichever is earlier.

(Signature)

Authorized Signatory

Name: _____
Designation: _____
Office Seal: _____
Place: _____
Date: _____

6.6ppendix E – The details of technically competent manpower & List of Equipments