

**TENDER FOR APPOINTMENT OF SPECIALISED AGENCY FOR CARRYING OUT IMPACT
ASSESSMENT OF CSR ACTIVITIES**

NBCC (INDIA) LIMITED
Formerly National Buildings Construction Corporation Limited
(A Govt. of India Enterprise)
Chief General Manager (EDC),
EDC Ghitorni, Near Ghitorni Metro Station,
MG Road, New Delhi – 110 030
e-mail : csrnbcc@gmail.com
Phone : 011 - 65150961

TENDER DOCUMENT

1. Impact Assessment of CSR Activities.



NBCC (INDIA) LIMITED
Formerly National Buildings Construction Corporation Limited
(A Government of India Enterprise)
Corporate Office: NBCC BHAWAN, Lodhi Road, New Delhi 110 003.

TENDER FOR APPOINTMENT OF SPECIALISED AGENCY FOR CARRYING OUT IMPACT ASSESSMENT OF CSR ACTIVITIES



NBCC (INDIA) LIMITED
(A GOVT. OF INDIA ENTERPRISE)
Chief General Manager (EDC),
EDC Ghitorni, Near Ghitorni Metro Station,
MG Road, New Delhi – 110 030
e-mail : csrnbcc@gmail.com
Phone : 011 - 65150961

No. NBCC/CSR/2017/5030

Dated 17.04.2017

NOTICE INVITING TENDER

1. NBCC (India) Ltd. invites item rate open tenders on two bid system basis from eligible applicants who fulfill qualification criteria as stipulated in clause 2.0 of NIT for providing “Carrying out Impact Assessment of CSR Activities” as per schedule as under. The estimated Project Cost is *Rs. 20.00 Lakhs*.

Bidding Document No.	No. NBCC/CSR/2017/5030 dated : 17.04.2017
Name of the work	Tender for appointment of specialised agency for carrying out Impact Assessment of CSR Activities
Client/Owner	NBCC (India) Limited
Brief Scope of Work	Impact Assessment shall include: <ul style="list-style-type: none"> • Study of the region and understanding the objective of the CSR project. • Study the status of the execution and to capture feedback from beneficiaries and others involved. • Recommendation of corrective measures, if any. • Exploratory Research Design method with Research tools as Interviews, Focus groups & Observation by Research team, etc. shall be used for study. • Sample size of 25% of total beneficiaries of Education scholarship for students of KISS shall be considered for Interviews, study, etc.
The Maximum Quoted Consultancy Fee to be quoted by intending tenderer.	Rs. 20.00 Lakhs
Time for Completion of work	03 Months from the date of intimation of completion of activity

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Estimated Project Cost	Rs. 20.00 Lakhs
Earnest Money Deposit	Rs 20,000/- (to be submitted as stipulated in the tender documents)
Non-refundable cost of tender / Bid document	Rs. 2863/- includes VAT @ 12.5 % in the shape of DD/PO in favour of NBCC (India) Ltd. payable at New Delhi.
Date & time of opening of Technical bid	11.05.2017 at 11.30 AM
Last date & time of submission of bid	Before and up to 11.00 AM on 11.05.2017
Period during which EMD, Cost of Bid Document, tender processing fee and other documents (all original) in hard form shall be submitted	Before and up to 11.00 AM on 11.05.2017 . Chief General Manager (EDC), EDC Ghitorni, Near Ghitorni Metro Station, MG Road, New Delhi – 110 030
Date & time of Opening of Financial Bid	17.05.2017 at 03.30 PM
Validity of offer	150 days from initially stipulated last date of submission of Tender as per NIT.
Pre-bid meeting date and time	27.04.2017 at 11.00 AM at Chief General Manager (EDC), EDC Ghitorni, Near Ghitorni Metro Station, MG Road, New Delhi – 110 030

The Tender Document can be downloaded from NBCC's website www.nbccindia.gov.in and Govt. e-procurement portal. "Corrigendum, if any, would appear only on the NBCC web site and e-procurement portal and would not be published in any News Paper".

2.0 The intending bidder must read the terms and conditions of NBCC carefully. He should submit his bid only if he considers himself eligible and fulfils the criteria set in the documents.

3.0 Set of Contract Documents:

The following documents will constitute set of tender documents:

- a) Notice Inviting Tender
- b) General Terms & Conditions of Contract
- c) Annexure – A to I
- d) Corrigendum, if any

4.0 The bidders are required to quote strictly as per terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.

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- 5.0 The bidder should self-evaluate with the Annexure – ‘D’ with Page Number, for further verification by TSC, during process of Technical Bid evaluation.
- 6.0 Minimum technical score required to qualify technically is 70% in each segment for subsequent opening of Price Bid / Consultancy Charges which has to be in a sealed envelope (Annexure – A, being a Price Bid).
- 7.0 The technical bid will be considered unsuitable and shall be rejected if it does not respond to the tender or fails to achieve minimum technical score of 70% in each segment.
- 8.0 Applicant Agency should not have been black listed by any Central / State Govt. / PSU. An undertaking is to be furnished in this regard on Rs.100.00 non-judicial stamp paper.
- 9.0 The bidders are required to submit in addition to above all the documents as listed in Clause 1 and 5 of General Terms & Conditions of Contract.
- 10.0 After short listing and finalization of Agency (lowest quote), the Agency will enter for Agreement with NBCC on prescribed format Annexure - H within 15 days after receiving of award letter.
- 11.0 In case of any query, please contact Shri Khadar Basha, Dy General Manager (EDC), 011 65150961, Mo No 9523098472 during office hours.

R. Wanchoo
Chief General Manager (EDC)

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MEMORANDUM

Sl. No.	Description		Values / Description to be Applicable for Relevant Clause(s)
1.	Name of Work		Impact Assessment of CSR activities.
2.	Client/Owner		NBCC (India) Limited
3.	Type of Tender		Item Rate Tender
4.	Earnest Money Deposit		Rs.20,000.00 (Rupees twenty thousand only) pay also at New Delhi
5.	Estimated Cost		Rs. 20.00 lacs
6.	Time for Completion of Work		90 Days from the date of intimation of completion of Activity.
7.	Mobilization Advance		Nil
8.	Interest Rate of Mobilization Advance		Nil
9.	Schedule of Rates applicable		Non-schedule – CSR Activities
10.	Validity of Tender		90 (Ninety) days
11.	Performance Guarantee		5.00 % (Five Percent Only) of contract value within 15 days after signing of agreement.
12.	Security Deposit / Retention Money		2.5% (Two point Five Percent Only) of the contract value which shall be deducted in the manner set in the Contract.
13.	Time allowed for starting the work		The date of start of contract shall be reckoned 10 days after the date of issue of letter of intent of acceptance of tender.
14.	Defect Liability Period		N.A.

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General Terms & Condition

- a. The Agency will submit the report of Impact Assessment after 60 days and within 90 days on completion / implementation of activity in soft and hardbound (three sets) to NBCC (India) Limited.
- b. NBCC reserves the right to postpone, modify, cancel or annul the aforesaid process at any stage, at its discretion.
- c. NBCC reserves the right to accept / reject any or all Tenders / quotations without assigning any reason.
- d. The Agency should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services.
- e. Name of Authorized representative along with Authorization letter and Contact number in Annexure – “F”.
- f.
 - i. The quoting agency shall submit the copies of MoU / work order in favour of their credential from Corporate Office & minimum two CPSEs / PSE / State Govt. etc., as part of experience in these fields of last three years and the Average Turnover should not be less than Rs. 20.00 lacs.
 - ii. The details of Projects completed/ in hand should be furnished in Annexure “B” and “C” respectively, with page nos. where their work order is placed.
- g. Certificate of Financial Turnover: The agency should submit the stamped & signed copy of Financial Turnover of last 3 years as certified and vetted by the Chartered Accountant on assessment / related works, as per Annexure –“I”. There is no need to attach entire voluminous Balance Sheet.
- h. List of Field team working on the project should be led by Sr. Professional with minimum five (05) years of experience and have professional qualifications and assisted by team with minimum three (03) years of relevant experience.
- i. Security Deposit: 2.5% (Two point five percent) Security Deposit should be deducted from each bill of the Agency and no interest shall be paid on amount so deducted. The Security Deposit shall be released after submission of Impact Assessment reports after satisfactory completion of activities, as per Clause 1 (a) above.

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1. Scope of Work & Financial Implication / Consultancy Fee

As per Annexure 'A' – Three (03) pages

The Agency shall quote their rates inclusive of Consultancy charges, VAT, Service Tax, Swacch Bharat Cess, Travel Charges, Boarding & Lodging charges, Stationary cost etc. Nothing extra shall be payable beyond the quoted rates, including submission of both draft and final report etc.

Impact Assessment shall include:

- Study of the region and understanding the objective of the CSR project.
- Study the status of the execution and to capture feedback from beneficiaries and others involved.
- Recommendation of corrective measures, if any.
- Exploratory Research Design method with Research tools as Interviews, Focus groups & Observation by Research team, etc. shall be used for study.
- Sample size of 25% of total beneficiaries of merit cum Means scheme, Skill & Entrepreneurship Development Programs, Education scholarship for students of KISS, respectively, shall be considered for Interviews, study, etc.

The payment shall be released activity-wise on Pro-rata basis after receipt of final report on invoice, both Soft & Hard Bound Copy (three sets). Before submission of any report, the Agency will discuss the matter with the CSR Division for clarity, finalization and to avoid delay.

2. Pre-bid Conference

NBCC shall make best efforts to respond to any request for clarification of the Bid document. A meeting for clarifications shall be held with Specialised Agencies as per schedule for Tenderer to seek any clarifications. It is optional for the Bidder(s) to attend this meeting.

3. Amendment of Tender Document

All changes shall be notified on the official web site and prospective Tenderers are required to go through the same before submission of Tender. All such amendments shall be binding on them.

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In the event of any amendment, NBCC reserves the right to extend the deadline for submission of the Tender, in order to allow prospective Tenderers reasonable time in which to take the amendment into account while preparing their bids.

4. Procedure of “Specialised Agencies” for Evaluation

The Tender must contain the copies duly signed & stamped of following documents:-

- A forwarding letter
- Type of Organisation and Year of Establishment.
- Certificate of Registration / Affiliation with Memorandum of Article
- Audited Accounts / Balance Sheet for the last 3 years as certified by Chartered Accountant. No need to attach entire voluminous balance sheet.
- Profile of organisation must contain experience certificate of completed and ongoing projects
- Profile of Key Personnel having relevant experience in design and development of relevant areas and their contact numbers.
- Capability Statement of the Organization
- Detailed Approach and Methodology, methods and techniques, preparation of materials planned to be followed with emphasis on relevant areas. (Action Plan)
- PAN of the Agency & (TIN) (Attached Photocopies)
- EPF Registration No. (Attach Copy)
- Service Tax Registration No.
- The Tenderer will submit an affidavit of making available all the key personnel mentioned in the bid for the entire duration of the assignment.

6. EARNEST MONEY DEPOSIT

- a. Earnest Money Deposit of amount as mentioned in “Memorandum to Form of Tender” required to be submitted along with the tender shall be in the form of Demand Draft payable at place as mentioned in “Notice Inviting Tender / Instructions to Tenderer” in favour of NBCC Limited from any Scheduled Banks. The EMD shall be valid for minimum period of 90 days (Ninety days) from last day of submission of tender.
- b. EMD shall accompany the offer and placed in the sealed envelope cover of the offer as detailed in Instructions to Tenderer. Any tender not accompanied with the requisite Earnest Money Deposit along with Letter of Acceptance shall be rejected.
- c. The EMD of all unsuccessful tenderers will be returned within thirty (30) days of the Award of the contract to successful Tenderer, after submission of formal

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request along with RTGS details. EMD of successful tenderer shall be refunded after submission of Performance Bank Guarantee.

- d. Once the tenderer has given an unconditional acceptance to the tender conditions in its entirety, he is not permitted to put any remark remark(s)/conditions(s) (except unconditional rebate on price, if any) in/ along-with the tender - Annexure – G
- e. In case the conditions 6 (d) mentioned above is found violated at any time after opening of tender, the tender shall be summarily rejected and NBCC shall, without prejudice to any other right or remedy, be at liberty to forfeit the full said Earnest Money absolutely.
- f. No interest will be payable by the NBCC on the said amount covered under EMD/Other security documents.

7. PERFORMANCE GUARANTEE (PG)

Within 30 (Thirty) days from the date of issue of letter of award or within such extended time as may be granted by NBCC in writing, the Agency shall submit NBCC a performance bank guarantee in the form appended, from the Scheduled Bank (refer Annexure– E, for PG) equivalent to 5% (five percent only) of the contract value for the due and proper execution of the Contract. No payment shall be released to the Agency till the performance guarantee is submitted. Performance guarantee shall be returned after 01 month of successful completion and to NBCC's satisfaction.

In case Agency fails to submit the performance guarantee of the requisite amount within stipulated period or extended period, letter of intent automatically will stand withdrawn and EMD of the contract shall be forfeited.

8. Evaluation of Technical Bid (Annexure-D)

The Evaluation / TSC Committee appointed by the NBCC shall carry out the evaluation of the technical bids on the basis of the criteria applying the following weights:

"Part A" Competence / relevant experience of the Agency	: 50 Points
"Part B" Qualification / experience of the professional's	: 30 Points
"Part C" Proposed methodology	: 20 Points

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Minimum technical score required to qualify technically is 70% in each segment for subsequent opening of financial proposal which has to be in a sealed envelope.

The technical bid will be considered unsuitable and shall be rejected if it does not respond to the TENDER or fails to achieve minimum technical score of 70% in each segment.

Note:

1. NBCC reserves all rights to accept or reject all or any of the tender's at any stage without assigning any reasons thereof as per CVC rule. The decision of NBCC in the whole process will be final.
2. Presentation will be made by the agencies during opening of Technical bid, to qualify and for opening of Financial Bid, as per Clause 8 (Part C).

9. Signing & Binding of the Tenders

Each page of the Bid should be signed & stamped by the Authorized Representative and Signatory of the Tenderer, otherwise the bid will be treated as non-responsive. Authorisation letter, Contact number, in original, shall be submitted along with Technical Bid.

The Technical as well as Financial Proposals (both original) and its supporting documents shall be hard bound. Loose sheets of paper shall not be considered for evaluation.

10. Guidelines for submission of Tender and other important information:

Interested Agencies fulfilling the defined criteria may apply as per schedule in a sealed packet, containing two separate packets, addressed to the Chief General Manager (EDC), NBCC Ltd., EDC Ghitorni, Near Ghitorni Metro Station, M.G. Road, New Delhi – 110030.

One packet in sealed cover should be super scribed with "Technical Proposal" and should contain information about the Specified Work on all parameters as specified in the Tender along with supporting documents and Demand Draft of Rs. 2863/- (Rupees Two thousand Eight hundred sixty three Only) as Tender Fee (Non- Refundable) and Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees Twenty Thousand Only) from a Scheduled Bank drawn in favour of NBCC (INDIA) LIMITED payable at Delhi/ New Delhi.

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The other packet in Sealed cover should contain Annexure- A and to be Super Scribed "Financial Proposal". Both these packets should then be placed in a Third packet, in sealed cover, and super subscribed "Tender for Impact Assessment of CSR Activities for NBCC (India) Limited" and addressed to Chief General Manager (EDC), EDC Ghitorni, Near Ghitorni Metro Station, MG Road, New Delhi – 110 030. Tenders not accompanied by the DDs shall be rejected as non- responsive. The Tender Documents can be downloaded directly from NBCC's website www.nbccindia.gov.in and [Govt. e- procurement portal](#) and the necessary tender documents fees will be deposited along with Tender at the time of its submission.

NBCC will not be a Party to any dispute arising out of any violation by the Agency while working on any CSR Project/ Activity for NBCC. The Agency shall execute appropriate instruments to indemnify NBCC.

Agency will not outsource/ contract any part of the work without explicit permission from NBCC.

The Tender shall remain valid for a period of 90 days from the opening date of the Tender. Tender with shorter validity period is liable to be rejected as non-responsive.

The Tenderers will be required to make a presentation during opening of Technical Bid on their proposal to the Evaluation / TSC Committee. Any bidder not having full comprehension or a major inadequacy in his technical proposal will be considered to be non- compliant and will be rejected.

On written communication from NBCC for having appointed as Evaluation Agency, the Tenderers will sign the contract and Agreement on Rs.100.00/- non-judicial stamp Paper (three original copies), as per Annexure-H within 15 days of such communication, failing which the offer shall be treated as withdrawn and EMD forfeited.

11. Opening and evaluation of financial bids

- i. The TSC Committee shall determine whether the financial bids are complete, unconditional and free from any computational errors.
- ii. The cost indicated in the financial bid shall be treated as final and reflecting the total cost of services including VAT, service tax, Swacch Bharat Cess, etc.

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12. If assignment is not completed within given time frame maximum 2% per month penalty of the work order value will be charged subject to maximum 5% of Contract Value.
13. Each phase of the programme shall be evaluated methodically. In case of feedback of non- satisfactory performance, penalty equivalent of 50% of one-third of assignment fee shall be imposed. If non- satisfactory performance persists, NBCC reserves the right to cancel/ terminate whole/ part of the work order and forfeit the EMD.

Time is the essence of contract. While evaluating performance, no other reason whatsoever except force-majeure event will be considered.

14. **FORCE MAJEURE EVENT**

Neither party shall be liable for any delay or non-performance of any provision of the agreement if such delay or non-performance is a result of an Act of God (including fire, flood, earthquake, storm, hurricane or other natural disasters), government legislation or act orders or regulations to the extent any such event is not occasioned by the negligence of the delayed party ("FORCE MAJEURE EVENT"), and the time for performance of such provision shall be deemed to be extended for a period equal to the duration of the Force Majeure Event preventing performance. The Party affected by a Force Majeure Event shall use commercially reasonable best efforts to minimize the delays caused by such Force Majeure Event. Each Party shall notify the other as promptly as practicable of the occurrence of a Force Majeure event.

15. NBCC adopts a transparent, objective and rigorous selection procedure for short listing the most suitable and outstanding Agency who can contribute significantly to the working of the Organisation and provide a scientific basis to its decisions.
16. The Courts at New Delhi shall have exclusive jurisdiction to decide any / all disputes between NBCC and the successful bidder.
17. No escalation shall be payable during the contract period.

Though adequate care has been taken in the preparation of this Tender, the bidder should satisfy himself that the Document is complete in all respects, intimation of discrepancy, if any, should be given to the below mentioned officer immediately. If this

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office receives no intimation of discrepancy up to the pre- bid Conference / Schedule, it shall be deemed that the Tender is complete and final in all respects.

For any further clarification/additional information please contact CGM (EDC) and Sh. Khadar Basha DGM (Engg.), NBCC (India) Ltd., EDC, Ghitorni, New Delhi, Mobile NO. 9523098472.

Chief General Manager (EDC)
NBCC (India) Ltd., EDC Ghitorni,
Near Ghitorni Metro Station,
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e-mail : csrnbcc@gmail.com

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Annexure – A

CSR Activities and Price Bid / Consultancy Charges for Impact Assessment have to be done.

Name of Agency & Address:

(Figure in Rupees)

Sr. No.	Name of the Activity	Impact Assessment	Service tax & Swacch Bharat Cess	Total*
1	Basic Infrastructure at Ranga Reddy District Saroornagar Mandal, Village Jalpally, Hyderabad			
2	Education Scholarship for 100 tribal girl students at Kalinga Institute of Social Sciences (KISS), Bhubaneswar			
3	Construction of Sainik Rest Houses (SRH) in Betul, Madhya Pradesh for Armed forces veterans			
4	Construction of Widows Hostel (Indian Navy) at Pocket D-6, Vasant Kunj, New Delhi			
5	Construction of 3 No. Public Toilet Blocks in Guntur			
6	Construction of CC Road and U Drain from Shankar Nagar Crossing to Ganeshpur Police Station, Basti, Uttar Pradesh			
7	Construction of Gramalayas at Village Harchandpur			
8	Conservation, Restoration and Improvement of Purana Qila			
	Total			

Note:

- i. The charges shall be inclusive of all Expenditure and nothing extra will be payable.
- ii. NA – Not Applicable and need not to quote.
- iii. The payment shall be released based on execution of activities & on pro-rata basis.

(Signature & Stamp of Agency)

Annexure – B

Status as on 31st March 2017

Name of the Organisation
and Address:

[illegible]

Date:

(Sign & Stamp)

Annexure – C

Status as on 31st March 2017[illegible]

(Sign & Stamp)

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Annexure – D

Following scoring criteria will be followed for evaluation of
Specialised Agency (A+B+C=100)

Sl. No.	Criteria	Maximum Marks (100)	Self-Evaluation by Agency		Remarks
PART-A		50	Marks	Page no.	
1.	Previous relevant Experience of working closely with relevant Programme Sector in at least three states of Country during past three consecutive financial years	24			
	<i>Upto 4 states of Country</i>	9			
	<i>More than 4 and upto 6 states of Country</i>	14			
	<i>More than 6 and upto 8 states of Country</i>	19			
	<i>More than 8 states of Country</i>	24			
2.	Previous relevant Experience of Working as Agency Impact Agency implementation with Central / State Government Agency /PSUs / Corporates for CSR Projects	4			
	<i>Upto 3 years</i>	1			
	<i>More than 3 years</i>	4			
3.	Relevant Experience & Adequacy for the Assignment from Conceptualisation till implementation of the programme	9			
	<i>Upto 4 Projects</i>	1			
	<i>More than 4 and upto 6 Projects</i>	4			
	<i>More than 6 Projects</i>	9			
4.	Annual Turnover for past three consecutive financial years	9			
	<i>Upto 50 Lacs</i>	2			
	<i>More than 50 lacs and upto 1 crores</i>	4			
	<i>More than 1 crores and upto 3 crores</i>	6			
	<i>More than 3 crores</i>	9			
5.	Average Annual number of permanent employees during last three consecutive financial years	4			
	<i>Upto 10 employees</i>	1			
	<i>More than 10 employees and upto 25 employees</i>	3			

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	<i>More than 25 employees</i>	4			
PART – B		30			
6.	Qualification of Professional to be deployed for Assessment				
i.	<i>Team Leader (Sr. Professional with 5 years' Experience)</i>	15			
ii.	<i>Field Team with minimum 3 years' Experience</i>	15			
PART – C		20			
7.	Approach and Methodology for proposed Assignment				
i.	<i>Understanding of objectives, quality of methodology, work plan</i>	10			
ii.	<i>Proposal Presentation</i>	10			

(Sign & Stamp)

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Annexure – E

NBCC (INDIA) Limited
(A GOVERNMENT OF INDIA ENTERPRISE)

PROFORMA OF BANK GUARANTEE (PERFORMANCE)

(Judicial Stamp per Stamp Act - paper of appropriate value as respective state)

NBCC (INDIA) Limited

Formerly National Buildings Construction Corporation Limited,

(Address as mentioned in Notice Inviting Tender)

Whereas the NBCC (INDIA) Limited (hereinafter called “NBCC” which expression shall include its successors and assigns) having awarded a work order/contract / supply order No. dated (hereinafter called the contract) to M/s. (hereinafter called the Agency / supplier) at a total price of Rs..... subject to the terms and conditions contained in the contract.

WHEREAS, the terms and conditions of the contract require the Agency to furnish a bank guarantee for Rs..... (Rupees.....) being% of the total value of the contract for proper execution and due fulfilment of the terms and conditions contained in the contract.

We, the Bank, (hereinafter called the “Bank”) do hereby unconditionally and irrevocably undertake to pay to NBCC immediately on demand in writing and without protest/or demur all moneys payable by the Agency/supplier to NBCC in connection with the execution/supply of and performance of the works/equipment, inclusive of any loss, damages, charges, expenses and costs caused to or suffered by or which would be caused to or suffered by NBCC by reason of any breach by the Agency/supplier of any of the terms and conditions contained in the contract as specified in the notice of demand made by NBCC to the bank. Any such demand made by NBCC on the bank shall be conclusive evidence of the amount due and payable by the bank under this guarantee. However, the Bank’s liability under this guarantee shall be limited to Rs.....in the aggregate and the bank hereby agrees to the following terms and conditions:-

- (i) This guarantee shall be a continuing guarantee and irrevocable for all claims of NBCC as specified above and shall be valid during the period specified for the performance of the contract including the period of maintenance/warranty i.e. upto.....
- (ii) We, the said bank further agree with NBCC that NBCC shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the Agency from time to time or to postpone for any time or from time to time any of the powers

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exercisable by NBCC against the Agency/supplier under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the Agency or for any forbearance, act or omission on the part of NBCC or any indulgence by NBCC to the Agency or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

- (iii) This guarantee/undertaking shall be in addition to any other guarantee or security whatsoever NBCC may now or at any time have in relation to the performance of the works/equipment and the company shall have full re-course to or enforce this security in performance to any other security or guarantee which the NBCC may have or obtained and there shall be no forbearance on the part of the company in enforcing or requiring enforcement of any other security which shall have the effect of releasing the Bank from its full liability. It shall not be necessary for NBCC to proceed against the said Agency/supplier before proceeding against the Bank.
- (iv) This guarantee/ undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier/ Agency, but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to NBCC in terms thereof are paid by the Bank.
- (v) The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the bank in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the supplier/Agency (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the supplier/ Agency stopping or preventing or purporting to stop or prevent any payment by the Bank to NBCC in terms hereof.

We, the said Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of NBCC in writing. Unless a claim is made in writing within three months from the date of expiry of this guarantee i.e.,..... (Three months after the date of expiry) we shall be relieved from all liabilities under this guarantee thereafter.

Signed this day of at.....
For and on behalf of Bank

WITNESS:

1. _____

2. _____

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Annexure – F

AFFIDAVIT

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

Affidavit of Mr. S/o R/o
.....

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s Having its Head Office/Regd. Office at
2. That the information/documents/Experience certificates submitted by M/s..... along with the tender for (*Name of work*)..... to NBCC (India) Ltd. are genuine and true and nothing has been concealed.
3. I shall have no objection in case NBCC verifies them from issuing authority (ies). I shall also have no objection in providing the original copy of the document(s), in case NBCC demand so for verification.
4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, NBCC at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues.
5. I shall have no objection in case NBCC verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal Branch /office issuing Bank and I/We shall have no right or claim on my submitted EMD before NBCC receives said verification.
6. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, NBCC shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.

I,, the Proprietor / Authorised signatory of M/s..... do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from..... and that no part of it is false.

Verified atthis.....day of

ATTESTED BY (NOTARY PUBLIC)

DEPONENT

**TENDER FOR APPOINTMENT OF SPECIALISED AGENCY FOR CARRYING OUT IMPACT
ASSESSMENT OF CSR ACTIVITIES**

ANNEXURE – G

ACCEPTANCE OF TENDER CONDITIONS

From: (on the letter head of the Company by the authorized officer having power of attorney)

To,

NBCC (India) Limited,

Sub. : Name of work & NIT No.

Sir,

1. This has reference to above referred tender. I/We are pleased to submit our tender for the above work and I / we hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.
2. I / we are eligible to submit the bid for the subject tender and I / we are in possession of all the documents required.
3. I/We have viewed and read the terms and conditions of NBCC carefully. I / we have downloaded the following documents forming part of the tender document:
 - a) Notice Inviting Tender
 - b) Instructions to Tenderers & General Terms & Conditions of Contract
 - c) Annexures - A to L
 - d) Corrigendum, if any
4. I/we have submitted the documents such as cost of Tender document, EMD and other documents as per Notice Inviting tender.

Yours faithfully,

(Signature of the Tenderer
With stamp)

Dated : _____

**TENDER FOR APPOINTMENT OF SPECIALISED AGENCY FOR CARRYING OUT IMPACT
ASSESSMENT OF CSR ACTIVITIES**

Annexure-H

AGREEMENT

This agreement made this day of _____ between the NBCC (INDIA) Limited formerly National Buildings Construction Corporation Limited (NBCC), a company incorporated under the Companies Act, 1956 having its Registered Office at NBCC Bhawan, Lodhi Road, New Delhi- 110 003 (hereinafter referred to as the "NBCC" which expression shall include its administrators, successors, executors and assigns) of the one part and Name of Agency(hereinafter referred to as the 'Evaluating agency' which expression shall unless the context requires otherwise include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS, NBCC, has been desirous for Impact Assessment of CSR Activities (hereinafter referred to as the "PROJECT") on behalf of the NBCC (hereinafter referred to as "OWNER"), had invited Tender vide Letter No. _____ dated _____.

AND WHEREAS Name of Agency and Address had participated in the above referred Tender vide their Tender date _____ and NBCC has accepted their aforesaid Tender and award the contract for Impact Assessment of CSR Activities on the terms and conditions contained in its Letter of Intent No. _____ and the documents referred to therein, which have been unequivocally accepted by Name of Agency vides their acceptance letter dated _____ resulting into a contract.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

ARTICLE 1.0 – AWARD OF CONTRACT

1.1 SCOPE OF WORK

NBCC has awarded the contract to Name of Agency for the work of Impact Assessment of CSR Activities on the terms and conditions in its letter of intent No. _____ dated _____ and the documents referred to therein. The award has taken effect from Date _____ i.e. the date of issue of aforesaid letter of intent. The terms and expressions used in this agreement shall have the same meanings as are assigned to them in the "Tender" referred to in the succeeding Article.

ARTICLE 2.0 – Tender Documents

2.1 The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as "Tender").

TENDER FOR APPOINTMENT OF SPECIALISED AGENCY FOR CARRYING OUT IMPACT ASSESSMENT OF CSR ACTIVITIES

- a) NBCC Inviting Tender vide No. _____ dated _____ and NBCC's Tender consisting of:
 - a) Notice Inviting Tender – Page - 01 to 05
 - b) General Terms & Conditions of Contract - Page 01 to 08
 - c) Annexure – A to L
 - d) Acceptance of Tender Conditions – Annexure – G
 - e) Corrigendum, if any
- b) Name of Agency letter proposal dated _____ and their subsequent communication:
 - i) Letter of Acceptance of Tender dated _____
 - ii) Price Bid
- 2.2 NBCC's detailed Letter of Intent No. _____ dated _____ including agreed time schedule and Agency's Organization Chart.
- 2.3 All the aforesaid documents in Tender referred to in Para 2.1 and 2.2 above shall form an integral part of this Agreement, in so far as the same or any part thereof column, to the Tender and what has been specifically agreed to by NBCC in its Letter of Intent. Any matter inconsistent therewith, contrary or repugnant thereto or deviations taken by the Agency in its "Tender" but not agreed to specifically by NBCC in its Letter of Intent, shall be deemed to have been withdrawn by the Agency without any cost implication to NBCC. For the sake of brevity, this Agreement along with its aforesaid Tender and Letter of Intent shall be referred to as the "Contract".

ARTICLE 3.0 – CONDITIONS & COVENANTS

- 3.1 The scope of Contract, Consideration, terms of payments, advance, security deposits, and taxes wherever applicable, insurance, agreed time schedule, compensation for delay and all other terms and conditions contained in NBCC's Letter of Intent No. _____ dated _____ is to be read in conjunction with other aforesaid Tender. The contract shall be duly performed by the Agency strictly and faithfully in accordance with the terms of this contract.
- 3.2 The scope of work shall also include all such items which are not specifically mentioned in the Tender but which are reasonably implied for the satisfactory completion of the entire scope of work envisaged under this contract unless otherwise specifically excluded from the scope of work in the Letter of Intent.
- 3.3 Agency shall adhere to all requirements stipulated in the Tender.

TENDER FOR APPOINTMENT OF SPECIALISED AGENCY FOR CARRYING OUT IMPACT ASSESSMENT OF CSR ACTIVITIES

- 3.4 Time is the essence of the Contract and it shall be strictly adhered to. The progress of work shall conform to agreed works schedule/ Tender and Letter of Intent.
- 3.5 This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.
- 3.6 The total contract price for the entire scope of this contract as detailed in Letter of Intent is Rs. _____ (in words), which shall be governed by the stipulations of the Tender.

ARTICLE 4.0 – NO WAIVER OF RIGHTS

- 4.1 Neither the inspection by NBCC or the CSR Incharge or Owner or any of their officials, employees or agents nor order by NBCC or the CSR Incharge for payment of money or any payment for or acceptance of, the whole or any part of the work by NBCC or the CSR Incharge nor any extension of time nor any possession taken by the CSR Incharge shall operate as waiver of any provisions of the contract, or of any power herein reserved to NBCC, or any right to damage herein provided, nor shall any waiver of any breach in the contract be held to be a waiver or any other or subsequent breach.

ARTICLE 5.0 – GOVERNING LAW AND JURISDICTION

- 5.1 The Laws applicable to this contract shall be the laws in force in India and jurisdiction of Delhi Court (s) only.
- 5.2 Notice of Default

Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto, if delivered against acknowledgment due or by E- mail or by registered mail duly addressed to the signatories at the address mentioned herein above.

**TENDER FOR APPOINTMENT OF SPECIALISED AGENCY FOR CARRYING OUT IMPACT
ASSESSMENT OF CSR ACTIVITIES**

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the Competent Authorities of both the parties) on the day, month and year first above mentioned at New Delhi.

For and on behalf of:

For and on behalf of:

Name of Agency

M/S NBCC (INDIA) Limited

WITNESS:

WITNESS:

**TENDER FOR APPOINTMENT OF SPECIALISED AGENCY FOR CARRYING OUT IMPACT
ASSESSMENT OF CSR ACTIVITIES**

Annexure – I

(On the Letter Head of Chartered Accountant)

To Whom So Ever It May Concern

On the basis of audited financial statements, I/We hereby submit that (Name of Agency), having its registered office at (Address of Agency), has annual turnover, of last three years, in past three consecutive financial years (2013-14, 2014-15 and 2015-16) as follows:

S. No.	Financial Year	Annual Turnover (Rs. Lakhs)	Annual Turnover from Proposal Evaluation / Mid-Term / Impact Assessment activities
1.	2013-14		
2.	2014-15		
3.	2015-16		

Sign and Stamp of
Chartered Accountant

Sign & Stamp
of Agency