

**Section-1**  
**Replacement of Section -1(Page No. 1 to 10) of GCC– 2019 for Contractors**

**NOTICE INVITING e- TENDER**



A Navratna CPSE

**NBCC (INDIA) LIMITED**

(A GOVT. OF INDIA ENTERPRISE)

**Central Procurement Group (CPG) Division**

NBCC Bhawan, 2nd Floor, Lodhi Road, New Delhi -110003.

Email ID: [cpg.ho@nbccindia.com](mailto:cpg.ho@nbccindia.com)

Date: 26.04.2020

**NOTICE INVITING e-TENDER (NIT)**

1.0 NBCC invites online open e-tenders in two bid system from experienced and eligible Contractors for "Construction/ Rectification of Balance works/ Left Out works of Leisure Valley-Verona Height on As is where is Basis at Plot No. GH – 02, Tech Zone- IV, Gr. Noida, (UP), pertains to Amrapali group of companies on Engineering, Procurement and Construction (EPC) Basis" and as per schedule as under:

Tendering Document No.	NBCC/ CPG/ Amrapali/ 2020/ 256/ Leisure Valley-Verona Height dated 26.04.2020
Name of the Work	"Construction/ Rectification of Balance works/ Left Out works of Leisure Valley-Verona Height on As is where is Basis at Plot No. GH – 02, Tech Zone- IV, Gr. Noida, (UP), pertains to Amrapali group of companies on Engineering, Procurement and Construction (EPC) Basis"
Brief Scope of Work	Execution of balance works of civil, internal & External electrical, plumbing, sanitary, fire fighting, HVAC, lifts, STP/ WTP, Signages, ESS, DGs, Transformers, Check post, Landscaping other left out works including rectification of defects on as is where is basis.
Estimated Cost	<b>Rs. 1126.29 Crores</b> (Rupees One Thousand One Hundred Twenty Six Crores and Twenty Nine Lakhs only)
Period for completion	36 (Thirty Six) Months
Earnest Money Deposit	<b>Rs. 11,26,29,000.00</b> (Rupees Eleven Crores Twenty Six Lakhs and Twenty Nine Thousand only)  Bank Details of NBCC (India) Ltd. are provided herewith for the purpose of preparation of Bank Guarantee only: Name of Beneficiary: NBCC (India) Ltd. Bank: Union Bank of India, Lodhi Colony, New Delhi (3524) Current A/C No. : 352401010035007 IFSCCode: UBIN0535249.  BG validity required minimum up to 06.12.2020 (Refer ITT-Section- 2 Clause No.04))
Non-refundable cost of Tender document	<b>Rs. 3,54,000.00 (Rupees Three Lakhs Fifty Four Thousand only)</b> inclusive of GST at 18.00% in the shape of DD/PO in favor of NBCC (India) Ltd. payable at New Delhi.
Non-refundable cost of e-Tender processing fee	Rs.5900.00 (Rupees Five Thousand Nine hundred only) through e-payment gateway to ITI Ltd.

Last date & time of submission of Online Tender	Up to 10.06.2020 by 11:00 AM (IST)
Period during which hard copy in original of EMD, Cost of Tender Document, e-tender processing fee, Letter of Acceptance of tender conditions unconditional, enlistment order of the contractor and other document as per NIT shall be submitted.	Before and Up to 11:00 AM on 10.06.2020 in the Central Procurement Group (CPG Division), 2nd Floor, NBCC (India) Ltd., NBCC Bhawan, Lodhi Road, New Delhi – 11000
Date & Time of Opening of Technical Tender	10.06.2020 at 11:30 AM
Date & Time of Opening of Financial Tender	To be intimated Later
Validity of offer	150 days from the date of opening of price tender.
Pre-Tender Meeting & Venue	Pre-bid meeting will not be held due to COVID-19. Intending bidders are requested to submit their queries regarding the tender upto 28.05.2020 latest by 5:00 PM through email on <a href="mailto:cpg.ho@nbccindia.com">cpg.ho@nbccindia.com</a>

The tender document can be downloaded from website [www.tenderwizard.com/NBCC](http://www.tenderwizard.com/NBCC) and [www.eprocure.gov.in](http://www.eprocure.gov.in) "Corrigendum, if any, would appear only on the website and not to be published in any News Paper".

## 2.0 MINIMUM ELIGIBILITY CRITERIA:

The interested bidders should meet the following minimum qualifying criteria:

### A. Work Experience:

#### i) Experience of having successfully completed similar works during the last 7 years ending initial stipulated last date of submission of tenders as per NIT:

a. Three similar works each costing not less than 40% of the estimated cost put to tender

OR.

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

OR

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

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

OR

Civil Work(s) having items which are included in CPWD Schedule of Rates/ Compound Wall/ External Development work/ Roads work/ Sewerage work/ Drainage work/ Water Supply work/ Plumbing work/ electrical work/ repair/ renovation/restoration work etc. However, the work should include Reinforced Cement Concrete and Masonry work.

However, the bidder must have also completed minimum one work valuing 40 % of estimated cost put to tender containing "Residential / Non-Residential building (s) of any no. of storeys during the last 7 years ending initial stipulated last date of submission of tenders as per NIT.

OR

**The developers of own Real Estate projects are also eligible subject to submission of sanctioned building plan, occupancy / completion certificate or any other proof of completing the building (s) along with project valuation report from the Govt. approved valuer jointly certified by Chartered Engineer and Chartered Accountant in practice.**

ii) The past experience in similar nature of work should be supported by certificates issued by the client's organisation. In case the work experience is of Private sector the completion certificate shall be supported with copies of Letter of Award and copies of Corresponding TDS Certificates. Value of work will be considered equivalent to the amount of TDS Certificates.

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

iv) Joint-venture or Consortia of firms / companies shall be allowed. The foreign bidders are allowed individually as well as in Joint Venture. However, in case of Joint Venture, there should be at least one Indian partner.

v) **Certificate in the name of other companies:**

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

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

vi) **Foreign Certificate:**

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

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

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

**B. Financial Strength:**

i) The Average annual financial turnover for last 3 years shall be at least 40% of the estimated cost put to tender. The requisite Turnover shall be duly certified by a Chartered Accountant with his Seal/ signatures and registration number.

In case of Companies/Firms less than 3 years old, the Average annual financial turnover shall be worked out for the available period only.

ii) Net Worth of the company /firm as on last day of preceding Financial year, should be positive.

iii) Self certified copy of Bank Solvency Certificate issued from Nationalised or any Schedule Bank should be at least 40% of Estimated Cost of the Project put to tender. The certificate should have been issued within 6 months from original last date of the submission of the tender.

iv) The Bidder should at least have earned profit in minimum one year in the available last three consecutive balance sheets.

The bidders are required to upload and submit page of summarised Balance Sheet (Audited) and also page of summarised Profit & Loss Account (Audited) for last three years.

### **C) Participation of Bidders in Joint Venture/ Consortium:**

Participation of Bidders in Joint Venture/Consortium (hereinafter would be referred as JV) is permitted. Following conditions should be fulfilled in such cases:

i) Number of members in a JV shall not be more than two. Both the JV members shall be jointly and severally responsible for execution of the contract.

ii) A bidder is allowed to participate in one bid only submitted either singly or in JV. A bidder who participates in more than one bid will cause the bidder's participation in all the bids to be disqualified.

iii) One of the members of the JV having at least 51% share of interest in the JV shall be its Lead Member. The other member shall also have a share of not less than 26% in the JV.

iv) Lead member will be considered Authorized Member of the Joint Venture to deal with the tender, sign the agreement, enter into contract and to conduct all business before/after award of work and during contract execution in respect of the work. All notices/ correspondence with respect to the contract would be sent to the Lead Member. The Lead Member shall represent the JV in all the dealings with NBCC and for providing any information or clarification sought from the JV.

v) A Copy of Joint Venture Agreement (JVA) executed by the JV Members on non-judicial stamp paper shall be submitted along with the tender as per format annexed at **Annexure-AA**. The complete details of the members of the JV Firm, its Lead member, their share and responsibility in the JV Firm, etc. particularly with reference to financial, technical and other obligations shall be furnished in the JVA.

vi) There should be significant contribution of both the members in the project. Role and responsibilities of each member should be clearly outlined.

vii) On award of contract to JV, Performance Guarantee (s) shall be submitted on behalf of the JV as per tender conditions. No splitting of guarantees between the members of the JV shall be permitted.

viii) Joint Venture Agreement shall be valid during the entire currency of the contract including the period of extension, if any. Both the JV members shall remain associated with the project till completion and during Defect Liability Period of the project.

- ix) Once the tender is submitted, the JVA shall not be modified/ altered/ terminated during the validity of the tender. In case the tenderer fails to observe/ comply with this stipulated, the full Earnest Money Deposit (EMD) shall be liable to be forfeited. Similarly, after the contract is awarded, the constitution of JV shall not be allowed to be altered during the currency of contract. Approval for change of constitution of JV shall be at sole discretion of NBCC and / or the Employer. Failure to observe this stipulation shall be deemed to be breach of contract with all contractual consequences.
- x) No member of the JV shall have the right to assign or transfer the interest right or liability in respect of contract without the written consent of the other member and that of NBCC.
- xi) The Joint Venture/ Consortium Agreement shall in all respects be governed by and interpreted in accordance with Indian Laws.
- xii) All payment will be made by NBCC in Indian Rupees and in the JV account. Any member including a foreign firm shall have no claim for payment in any other currency or to them. GST registration should be made in name of JV.
- xiii) In case one or both members of the JV Firms is/ are partnership firm(s), following documents shall be submitted:
- a. Notary certified copy of partnership Deed.
  - b. Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of Rs. 100.00 (in original).
  - c. Power of Attorney in favour of one of the partners of the partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.
- xiv) In case one or both members is/ are limited companies, the following documents shall be submitted:
- a. Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into JV Agreement, authorizing MD or one of the Directors or Managers of the Company to sign JV Agreement, such other documents and enter into liability against the company and/ or any other act on behalf of the company.
  - b. Copy of Memorandum and Articles of Association of the Company.
  - c. Power of Attorney by the Company authorizing the person to do/ act mentioned in the Para (a) above.
- xv) In case one or both members is/ are Proprietary Firms or HUF, the following documents shall be submitted:
- Affidavit on stamp paper of appropriate value declaring that his/ her concern is a Proprietary Concern and he/ she is a sole proprietor of the Concern OR he/she is in position of "KARTA" of Hindu Undivided Family and he/she has the authority, power and consent given by other partners to act on behalf of HUF.
- xvi) Both members of JV shall certify that they are not blacklisted or debarred by any Ministry/ Department/ Public Sector Undertaking of the Govt. of India/ State Govt./ NBCC from participation in tenders/ contract on the date of opening of bids wither in their individual capacity or as a member of the JV Firm in which they were/ are members.

## (II) Minimum Eligibility Criteria in case of Joint Venture/Consortium:

Both the bidders in the JV should jointly meet the minimum qualifying criteria as per NIT Clause no. **2.0(I)A) & 2.0(I)B)**. In addition to this the bidders should meet the following Criteria individually:

### A) Work Experience:

- i) Each member to have minimum experience of completion of one similar completed works each of 40% value of estimated cost put to tender in last 07 (seven) years ending initial stipulated last date of submission of tenders as per NIT.

Note: In case of Joint Venture/consortium, full value of the work, if done by the same joint venture shall be considered. However, if the work done by them in another JV/consortium, value of work as per their percentage participation shares in that JV shall only be considered.

### B) Financial Eligibility Criteria :

- i) **Average Financial turnover:** Both the JV members must individually meet at least 50% of the eligibility criteria i.e. 20% of estimated cost put to tender.
- ii) **Net Worth:** Net worth of both the JV members as on last day of the preceding financial year should be positive.
- iii) **Profit & Loss:** Both the JV members should at least have earned profit in minimum one year in the available last three consecutive balance sheets.
- iv) **Bank Solvency:** The lead member must meet the full eligibility criteria, however, the other JV Member must also individually meet at least 50% of the eligibility criteria i.e. 20% of estimated cost of tender. The foreign member can provide the credit limit documents issued from their Bank outside India in lieu of Solvency Certificate.

Note: In case of Foreign bidders participating individually, the bidder is exempted from submission of GST/EPF/ESIC registration/PAN etc. during bid submission. However, foreign bidders have to submit undertaking stating that they will be complying with such mandatory requirements within 60 days of issue of Letter of award. No payment shall be released till such registration. The foreign bidder can provide the credit limit documents in lieu of Solvency Certificate.

- 3.0 The intending tenderer must read the terms and conditions of NBCC carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required. Information and Instructions for Tenderers posted on Website(s) shall form part of Tender Document.
- 4.0 Those intending tenderers/contractors not registered on the website i.e. [www.tenderwizard.com/NBCC](http://www.tenderwizard.com/NBCC) mentioned above with M/s ITI/ are required to get registered beforehand. If needed they can be imparted training on online tendering process as per details available on the website i.e. [www.tenderwizard.com/NBCC](http://www.tenderwizard.com/NBCC). The intending tenderer must have class-III digital signature to submit the tender.
- 5.0 The Tender Document as uploaded can be viewed and downloaded free of cost by anyone including intending tenderer. But the tender can only be submitted after uploading the mandatory scanned documents such as a) Demand Draft / Pay order or Banker's Cheque towards cost of tender document, b) proof of deposit of e-Tender

Processing Fee, c) Demand Draft/Pay Order or Banker's Cheque / Bank Guarantee of any Nationalized or all Commercial Scheduled Bank against EMD & All other documents shall be as per Notice Inviting e-tender.

#### 6.0 **Set of Contract/Tender Documents:**

The following documents will constitute set of tender documents:

- a) Notice Inviting e-Tender
- b) Quoting Sheet for Tenderer
- c) Instructions to Tenderer& General Conditions of Contract (Vol-I/2019)
- d) Amendment No. 1 to GCC-2019
- e) Amendment No. 2 to GCC-2019
- f) Special Conditions of Contract
- g) DPR and Scope of Work
- h) Indicative Items/ BOQ
- i) Payment Schedule
- j) List of approved makes of materials
- k) Tender Drawings
- l) Memorandum Annexure-I of NIT
- m) Integrity pact (Annexure-III) (To be signed and stamped by the contractors and scanned copy to be uploaded with the bid)
- n) Acceptance of Tender Conditions (Annexure-II)
- o) Addendum/Corrigendum, if any- Duly signed by authorized person
- p) Pre-bid clarifications, if any

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

**The bidders are advised to submit complete details with their bids as Technical Bid Evaluation will be done on the basis of documents uploaded on website by the bidders with the bids. The information should be submitted in the prescribed proforma. Bids with Incomplete /Ambiguous information will be rejected.**

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

8.0 The bidders are advised in their own interest to submit their bid documents well in advance from last date/time of submission of bids so as to avoid problems which the bidders may face in submission at last moment /during rush hours.

However, after submission of the tender the tenderer can re-submit revised tender any number of times but before last time and date of submission of tender as notified.



- 9.0 When it is desired by NBCC to submit revised financial tender then it shall be mandatory to submit revised financial tender. If not submitted, then the tender submitted earlier shall become invalid.
- 10.0 On opening date, the tenderer can login and see the tender opening process.
- 11.0 Contractor can upload documents in the form of JPG format and PDF format.
- 12.0 Contractor to upload scanned copies of all the documents including valid GST registration /EPF registration/ PAN No. as stipulated in the tender document.
- 13.0 If the contractor is found ineligible after opening of tenders, his tender shall become invalid and cost of tender document and processing fee shall not be refunded.
- 14.0 If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted physically by the contractor the tender shall become invalid and cost of tender document and processing fee shall not be refunded.
- 15.0 Notwithstanding anything stated above, NBCC reserves the right to assess the capabilities and capacity of the tenderer to perform the contract, in the overall interest of NBCC. In case, tenderer's capabilities and capacities are not found satisfactory, NBCC reserves the right to reject the tender.
- 16.0 Certificate of Financial Turnover: At the time of submission of tender, the tender shall upload Affidavit/Certificate from Chartered Accountant mentioning Audited Financial Turnover of last 3 years. There is no need to upload entire voluminous balance sheet. However, one page of summarised Balance Sheet (Audited) and one page of summarised Profit & Loss Account (Audited) for last 03 years shall be uploaded and submitted in hard copy also.
- 17.0 Deleted (Refer GCC – 2019)
- 18.0 The tenderer(s) if required, may submit queries, if any, through E-mail and in writing to the tender inviting authority to seek clarifications **within 7 days** from the date of uploading of Tender on website but latest by so as to reach NBCC office not less than 2 days prior to the date of Pre-bid meeting (if to be held as per NIT). NBCC will reply only those queries which are essentially required for submission of bids. NBCC will not reply the queries which are not considered fit like replies of which can be implied /found in the NIT/ Tender Documents or which are not relevant or in contravention to NIT/Tender Documents, queries received after 7 days from the date of uploading of Tender on website, request for extension of time for opening of technical bids, etc. Technical Bids are to be opened on the scheduled dates. Requests for Extension of opening of Technical Bids will not be entertained.

The Pre-Bid meeting shall be attended by the intending bidders only and not by vendors/manufacturers. Further, the intending bidders should depute their authorized person with authorization letter in original to attend the pre-bid meeting.

19.0 **Integrity Pact (For all contracts valuing Rs.5.00 Crores and above)**

19.1 Integrity Pact duly signed by the tenderer shall be submitted. Any tender without signed integrity Pact shall be liable for rejection.

19.2 **Independent External Monitors**

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

**20.0 List of Documents to be scanned, uploaded and also submitted in hard copy within the period of tender submission:**

- a) Demand Draft/Pay Order or Banker's Cheque/ Bank Guarantee of any Nationalized or all Commercial Scheduled Bank against EMD.
- b) Demand Draft/Pay Order or Banker's Cheque of any Scheduled Bank towards cost of Tender Document.
- c) Memorandum Annexure-I of NIT.
- d) Unconditional Letter of Acceptance of Tender Conditions (in original) (**Annexure-II of SCC at page 3 to 4**) (On Letter Head of the Applicant/ Bidder).
- e) Integrity pact duly signed by the contractor (Annexure-III) (for all contracts valuing Rs. 5.00 Crores & above). The bidders are requested to download the Integrity Pact as uploaded in the tender documents, and sign on the same, put rubber stamp/seal and upload the signed copy on e-tendering websites.

As per section-9 of Integrity Pact, If the Bidder/Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

- f) Details of Work Experience Certificates - FORM-A
- g) Details of Similar Works - FORM-B
- h) Financial Details- FORM-C
- i) TDS Details for Private Sector Projects- FORM-D
- j) Self-certified copy of Bank Solvency Certificate- FORM-E
- k) Documents regarding Net Worth of the Company Firm.

- l) Form-H of GCC - Affidavit duly notarized by Notary Public on Non Judicial Stamp Paper of Rs. 100 for correctness of Documents /Information.
- m) Power of Attorney of the person authorised for signing/submitting the tender
- n) E-payment Transaction details towards cost of processing fees.
- o) Valid GST registration/ EPF registration/ PAN NO.
- p) All pages of the entire Corrigendum (if any) duly signed by the authorized person.
- q) Pre-bid clarifications, if any.
- r) General Information – Form-F
- s) Work Experience Certificates consisting of details as mentioned in Form-G
- t) Registration Details of the contractor in the GST Act– Form-I.

**NOTE:**

1. **The aforesaid documents are listed out under the head of mandatory documents which can be accessed online on e-tendering website i.e. [www.tenderwizard.com/NBCC](http://www.tenderwizard.com/NBCC) along with this NIT. All the aforesaid documents are to be prepared, signed by the power of attorney holder, scanned and uploaded against their respective document name. The format to be taken for these documents is specified against the document name.**
2. **All the uploaded documents should be in readable, printable and legible form failing which the Bids are liable for rejection.** The document submitted in hard copy should be indexed and duly page numbered
3. In case of Foreign bidders participating individually, the bidder is exempted from submission of GST/EPF/ESIC registration/PAN etc. including all other statutory registrations/permissions/ approvals for executing work in India during bid submission. However, foreign bidders have to submit undertaking stating that they will be complying with such mandatory requirements within 60 days of issue of Letter of award.

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

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

- 21.0 (a) No Clarification will be sought in case of non-submission of Cost of tender document or EMD of requisite amount or Unconditional letter of acceptance or Affidavit for correctness of document/information. In such cases the bid shall be rejected out rightly without seeking any further clarification/document.
- (b) All the uploaded and submitted documents shall be considered as duly signed by contractor/ authorized representative.

- 22.0 NBCC reserves the right to reject any or all tenders or cancel/withdraw the invitation for bid without assigning any reasons whatsoever thereof. NBCC does not bind itself to accept lowest tender. The NBCC reserves the right to award the work to a single party or to split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The contractor is bound to accept the portion of work as offered by NBCC after split up at the quoted/ negotiated rates. No claim of the contractor whatsoever shall be entertained by NBCC on this account.
- 23.0 Deleted (Refer GCC-2019)
- 24.0 Canvassing in connection with the tender is strictly prohibited, and such canvassed tenders submitted by the contractor will be liable to be rejected and his earnest money shall be absolutely forfeited.
- 25.0 For site related queries, please contact Sh. Pranay Jain, GM(Engg.), Mobile-9810885224, Sh. Aditya Chandra, Addl. GM (Engg.), Mobile -7086018363, Sh. Mohammed Ilyas, DGM (Engg.) Mobile-8527100173, Sh. Tej Prakash Dhabhai, PM (Elect.), Mobile- 8527096503 and Ms.Pooja Rawat, DPM (C), Mob.-8527094114,during Office hours. Email: nbcc.amrapali@gmail.com, [rbg.health@nbccindia.com](mailto:rbg.health@nbccindia.com). In case of any query, please contact Shri Dipak Majumder, GM (Engg), NBCC (I) Ltd, CPG Div., Head Office, Ph. No. 011-24367314 Ext. 1020 , Email: cpq.ho@nbccindia.com

**General Manager  
(CPG Division)**

**Annexure-I**

**MEMORANDUM**

Sl. No.	Description	Cl. No. of NIT/ITT/ Clauses of Contract (CC)	Values/Description to be Applicable for Relevant Clause(s)
1)	Name of Work		"Construction/ Rectification of Balance works/ Left Out works of Leisure Valley-Verona Height on As is where is Basis at Plot No. GH – 02, Tech Zone- IV, Gr. Noida, (UP), pertains to Amrapali group of companies on Engineering, Procurement and Construction (EPC) Basis"
2)	Client/Owner		Ld. Court Receiver appointed by Hon'ble Supreme court of India.
3)	Type of Tender		Engineering Procurement Construction (EPC Contract)
4)	Earnest Money Deposit	NIT	<b>Rs. 11,26,29,000.00</b> (Rupees Eleven Crores Twenty Six Lakhs and Twenty Nine Thousand only)
5)	Estimated Cost	NIT	<b>Rs. 1126.29 Crores</b> (Rupees One Thousand One Hundred Twenty Six Crores and Twenty Nine Lakhs only)
6)	Time allowed for Completion of Work	NIT	36 (Thirty Six) Months
7)	Mobilization Advance	CC / 4.0	NIL
8)	Interest Rate of Mobilization Advance	CC / 4.0	Not Applicable
9)	Schedule of Rates applicable		Not Applicable
10)	Validity of Tender	ITT / 8.0	150 (One Hundred Fifty) days from the date of opening of price tender.
11)	Performance Guarantee	CC / 2.0 of Amendment no. 2 to GCC	5 % (Five Percent Only) of contract value within 30 days from the issue of Letter of Award
12)	Security Deposit / Retention Money	CC/3.0 of Amendment no. 2 to GCC	5% (Five Percent Only) of the gross value of each running /final bill.
13)	Time allowed for starting the work	ITT/14.0	The date of start of contract shall be the 10th day after the date of issue of letter of award
14)	Deviation limit beyond which clause 6.2 & 6.3 shall apply for all works except foundation.	CC / 6.0	Not Applicable.
15)	Deviation limit beyond which clause 6.2 & 6.3 shall apply for foundation work	CC / 6.0	Not Applicable.

16)	Escalation	CC /7.0	Not applicable
17)	Recovery rate of work force supplied by NBCC to Contractor	CC /71	Not Applicable.
18)	Defect Liability Period	CC/38.0	12 months from the date of taking over the works by the NBCC or clients whichever is later.
19)	Applicable GCC	-	GCC - 2019, Amendment No. 1 and 2

**Annexure-AA**

**JOINT VENTURE AGREEMENT  
(ON NON JUDICIAL STAMP PAPER OF  
APPROPRIATE VALUE)**

JOINT VENTURE AGREEMENT BETWEEN M/S ..... AND M/S FOR SUCCESSFUL PERFORMANCE OF THE CONTRACT FOR .....(INSERT NAME OF CONTRACT, BRIEF DESCRIPTION OF WORKS AND NAME OF CLIENT)

This Joint Venture Agreement executed on this ..... day of ..... two thousand

and ..... between M/s ..... a Company incorporated under the law of ..... And having its Registered Office at ..... (Member-1 having more than 51% of share interest in the JV, hereinafter called the "Lead member "Which expression shall include its successors, administrators, executors and permitted assigns) and M/s ..... a Company incorporated under the law of and having its Registered Office at .....(hereinafter called the "Member-2" which

expression shall include its successor, administrators Executors and permitted assigns) for the purpose of submitting a bid and entering into a Contract (in case of award) against Bid document No..... invited by M/s NBCC (India) Ltd. a Public Sector Undertaking having Corporate Office at NBCC Bhawan, Lodhi Road, New Delhi – 110 003 INDIA (hereinafter called "NBCC") for.....

AND WHEREAS the Bidding Documents stipulates that the Bidder for participation in the Selection Process may be a single entity or a Joint Venture (JV) of two entities.

AND WHERAS the bid is being submitted to the NBCC on behalf of the JV in accordance with the requirements of the Joint Venture criteria as stipulated in the Bid documents.

**NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:**

1. That All the responsibilities and obligations of each of the Members delineated in this agreement are expressly understood and agreed between the Members. The share of Lead Member shall be .....% and share of other Member shall be.....% in the Joint Venture.
2. That in consideration of the Award of Contract by NBCC to JV, we the Members to the Joint Venture Agreement do hereby agree that Member-1 shall act as Lead Member of the JV. The lead Member is authorized to deal with the tender, make all correspondence with NBCC and further to sign the agreement, enter into contract and similar such actions in respect of the tendered work.
3. The Lead Member which shall represent the JV in all the dealings with NBCC shall be solely and severally responsible for performance of the entire contract for and on behalf of any or both the Members of the Joint Venture.
4. JVA shall be valid during the entire currency of the contract including the period of extension, if any. Both the Members of the JV shall remain associated with the

- project till completion of the project. There shall be significant technical contribution of both the Members for the project. However, after completion of the project, Lead member shall be solely responsible for all responsibilities and liabilities of JV.
5. Once the tender is submitted, the JVA shall not be modified/alterd/terminated during the validity of the tender. In case any member of the JV fails to observe /comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited. Similarly, after the contract is awarded, the constitution of JV shall not be allowed to be altered during the currency of contract. Failure to observe this stipulation shall be deemed to be the breach of contract with all contractual consequences.
  6. No member of the JV shall have the right to assign or transfer the interest right or liability in respect of contract without the written consent of the other member and that of NBCC.
  7. In case of any breach of this Contract committed by any of the Members of the Joint Venture Agreement, both the Members do hereby undertake, declare and confirm that both the members shall be solely and severally responsible for performance of the works in accordance with the terms and conditions of the NIT, Tender Document and/or Contract and undertake to carry out all the obligations and responsibilities under this Joint Venture Agreement.
  8. If the Owner sustains any loss or damage on account of any breach of the Contract, the Lead Member of Joint Venture undertake to pay such loss/damages, caused to the NBCC on its written demand without any demur, reservation, contest or protest in any manner whatsoever. This is without prejudice to any rights of the NBCC against the Joint Venture/Lead Member under the Contract and/or guarantees.
  9. We agree that this Agreement shall be without any prejudice to the various liabilities of the Joint Venture Members including the performance security as well as other obligations of Joint Venture Members in terms of the Contract.
  10. The Joint Venture Members will be fully governed by the terms and conditions of the contract and shall be responsible for the quality of all the Works and timely execution thereof to meet the completion schedule under the contract.
  11. This Agreement shall be construed and interpreted in accordance with the Laws of India and the respective Courts of India shall have exclusive jurisdiction to adjudicate upon the disputes between the parties.
  12. We, the Joint Venture Members agree that this Agreement shall be irrevocable and shall form an integral part of the Contract. We further agree that this Agreement shall continue to be enforceable till the successful completion of Contract and till the NBCC discharges it.
  13. On award of contract, a single Performance Guarantee shall be submitted by the Lead Member on behalf of JV as per tender conditions.



14. This Agreement shall not be construed as establishing or giving effect to any legal entity such as, a company, a partnership etc. It shall relate solely towards NBCC/the Employer for submission of Bid/Tender and related execution of works to be performed pursuant to the Contract and shall not extend to any other activities.

15. That this Agreement shall be operative from the effective date of the contract.

IN WITNESS WHEREOF, the Joint Venture Members through their authorized representatives have executed these presents and affixed common seal of their respective companies, on the day, month and year first mentioned above.

For M/s..... (Joint Venture- Lead Member)

Witness: 1. ....

For M/s..... (Joint Venture Member-2)

Witness: 1. ....