



**Basic Details**

<b>Organisation Chain</b>	National Small Industries Corporation		
<b>Tender Reference Number</b>	SIC/HO/WD/CFTC/2025-26		
<b>Tender ID</b>	2026_NSIC_266250_1	<b>Withdrawal Allowed</b>	Yes
<b>Tender Type</b>	Open Tender	<b>Form of contract</b>	Lump-sum
<b>Tender Category</b>	Works	<b>No. of Covers</b>	2
<b>General Technical Evaluation Allowed</b>	No	<b>ItemWise Technical Evaluation Allowed</b>	No
<b>Payment Mode</b>	Not Applicable	<b>Is Multi Currency Allowed For BOQ</b>	No
<b>Is Multi Currency Allowed For Fee</b>	No	<b>Allow Two Stage Bidding</b>	No

**Cover Details, No. Of Covers - 2**

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Technical Proposal
2	Finance	.xls	Financial Proposal

**Tender Fee Details, [Total Fee in ₹ \* - 0.00]**

<b>Tender Fee in ₹</b>	0.00		
<b>Fee Payable To</b>	Nil	<b>Fee Payable At</b>	Nil
<b>Tender Fee Exemption Allowed</b>	No		

**EMD Fee Details**

<b>EMD Amount in ₹</b>	0.00	<b>EMD Exemption Allowed</b>	No
<b>EMD Fee Type</b>	fixed	<b>EMD Percentage</b>	NA
<b>EMD Payable To</b>	Nil	<b>EMD Payable At</b>	Nil

**Work /Item(s)**

<b>Title</b>	Selection of Executing Agency (EA) for Project Development, Monitoring and Control for the Construction of Technology Centre Building at A-180, Industrial Estate, Peenya -1st Stage, Bengaluru-560058.				
<b>Work Description</b>	Selection of Executing Agency (EA) for Project Development, Monitoring and Control for the Construction of Technology Centre Building at A-180, Industrial Estate, Peenya -1st Stage, Bengaluru-560058.				
<b>Pre Qualification Details</b>	Please refer Tender documents.				
<b>Independent External Monitor/Remarks</b>	NA				
<b>Tender Value in ₹</b>	NA	<b>Product Category</b>	Civil Works - Buildings	<b>Sub category</b>	NA
<b>Contract Type</b>	Tender	<b>Bid Validity(Days)</b>	180	<b>Period Of Work(Days)</b>	395
<b>Location</b>	Bengaluru	<b>Pincode</b>	560058	<b>Pre Bid Meeting Place</b>	NA
<b>Pre Bid Meeting Address</b>	NA	<b>Pre Bid Meeting Date</b>	NA	<b>Bid Opening Place</b>	NSIC Limited, Okhla Industrial Estate, New Delhi
<b>Should Allow NDA Tender</b>	No	<b>Allow Preferential Bidder</b>	No		

**Critical Dates**

<b>Publish Date</b>	27-Feb-2026 09:00 AM	<b>Bid Opening Date</b>	21-Mar-2026 02:30 PM
<b>Document Download / Sale Start Date</b>	27-Feb-2026 09:00 AM	<b>Document Download / Sale End Date</b>	20-Mar-2026 02:30 PM
<b>Clarification Start Date</b>	27-Feb-2026 09:00 AM	<b>Clarification End Date</b>	08-Mar-2026 06:00 PM
<b>Bid Submission Start Date</b>	11-Mar-2026 09:00 AM	<b>Bid Submission End Date</b>	20-Mar-2026 02:30 PM

**Tender Documents**

NIT Document	S.No	Document Name	Description	Document Size (in KB)

1	Tendernotice_1.pdf	RFP for Selection of Executing Agency (EA) for Project Development, Monitoring and Control for the Construction of Technology Centre Building at A-180, Industrial Estate, Peenya -1st Stage, Bengaluru-560058.	2027.49
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**Work Item Documents**

S.No	Document Type	Document Name	Description	Document Size (in KB)
1	Tender Documents	RFPPEENYA1.pdf	RFP for Selection of Executing Agency (EA) for Project Development, Monitoring and Control for the Construction of Technology Centre Building at A-180, Industrial Estate, Peenya -1st Stage, Bengaluru-560058.	2009.78
2	BOQ	BOQ_309342.xls	Financial Proposal (BOQ) for Selection of Executing Agency (EA) for Project Development, Monitoring and Control for the Construction of Technology Centre Building at A-180, Industrial Estate, Peenya -1st Stage, Bengaluru-560058.	388.00

**Tender Inviting Authority**

<b>Name</b>	Deputy General Manager (Contract and Procurement)
<b>Address</b>	NSIC Limited, Okhla Industrial Estate, New Delhi



## REQUEST FOR PROPOSAL (RFP)

### FOR

***Selection of Executing Agency (EA) For Project Development, Monitoring and Control for the Construction of Technology Centre Building at A-180, Industrial Estate, Peenya -1<sup>st</sup> Stage, Bengaluru-560058***

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## THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.

*(A Government of India Enterprise)*

NSIC Bhawan, Okhla Industrial Estate, New Delhi-110020

**Weblink :**

CPP Portal: <https://eTenders.gov.in/eprocure/app>

NSIC web site: <https://www.nsic.co.in/Tenders/Index>

Phone No. : 011-26926275  
Email ID: [procurement@nsic.co.in](mailto:procurement@nsic.co.in)

## DISCLAIMER

This document has been prepared by The National Small Industries Corporation Ltd. (hereinafter referred to as “Corporation” or “NSIC” or “Owner”). The information is provided only to Central Government Public Sector Enterprises/Central Government Organisations engaged in carrying out civil or electrical works who are interested to submit their bid for the selection of an Executing Agency (EA) to provide “Project Development, Monitoring and Control for Construction of Technology Centre Building at A-180, Industrial Estate, Peenya -1<sup>st</sup> Stage, Bengaluru-560058”.

The purpose of this Request for Proposal (RFP) document is to provide the bidders with the information to assist the formulation of their proposal. This RFP document does not support to contain all the information that each bidder may require. This RFP document may not be appropriate for all persons/parties and it is not possible for the NSIC to consider the business/investment objectives, financial situation and particular needs of each bidder who reads or uses this RFP document.

Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and wherever necessary obtain independent advice from appropriate sources. The NSIC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

No reimbursement of cost of any type or on any account will be made to persons or entities submitting their bid. The Bidder, on it's own responsibility, cost and risk, is encouraged to visit and examine the site of works and its surroundings, approach road, soil conditions, investigation report, existing works if any connected to the work, drawings connected to the work if/as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for Project Development, Monitoring and Control for Construction of Technology Centre Building at A-180, Industrial Estate, Peenya -1<sup>st</sup> Stage, Bengaluru-560058. The costs of visiting the site shall be at the Bidder's own expense. NSIC will also not entertain or be liable for any claim costs and expenses in relation to preparation of proposals in response of this RFP.

It shall be deemed that the tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates and prices. The Bidder, in preparing the bid, may rely on the details referred to in this RFP, if any, supplemented by any information available to the Bidder. The bidder is expected, before quoting his rates, to go through the requirement of all inputs, specifications and conditions of the RFP document.

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# SECTION - 1

## LETTER OF INVITATION (LOI)

No. SIC/HO/WD/CFTC/2025-26

Dated:26.02.2026

M/s-----

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**Sub: Selection of Executing Agency (EA) for Project Development, Monitoring and Control for the Construction of Technology Centre Building at A-180, Industrial Estate, Peenya - 1<sup>st</sup> Stage, Bengaluru-560058.**

The National Small Industries Corporation Limited (NSIC) invites Bid (Request for Proposal) under Two Bid System through online mode on CPP Portal from Central Government Public Sector Enterprises/Central Government Organisations engaged in carrying out civil or electrical works, and having experience in providing the Project Management Consultancy and Engineering Services for similar projects, for Selection of Executing Agency (EA) for “Project Development, Monitoring and Control for Construction of Technology Centre Building at A-180, Industrial Estate, Peenya -1<sup>st</sup> Stage, Bengaluru-560058”.

Summary of RFP is as below, however, Bidders must carefully read and understand the complete RFP document:

i)	Name of the Project	Construction of Technology Centre Building at A-180, Industrial Estate, Peenya -1 <sup>st</sup> Stage, Bengaluru-560058.
ii)	Eligibility	As defined under Instructions to Bidders
iii)	Work Completion Period	13 months including Pre-Construction Stage and Construction Stage and Handing Over of the Completed Works
iv)	Availability of Tender Document	Tender document may be downloaded from Web page: CPP Portal: <a href="https://eTenders.gov.in/eprocure/app">https://eTenders.gov.in/eprocure/app</a> or

v)	Address for submission of Tender	<p>Online submission on CPP Portal.</p> <p>The Bidders are required to enroll themselves on CPP portal as per requirements of the portal, using a valid Digital Signature Certificate (DSC) and valid email address and upload the documents on CPP Portal. The instructions for submission of Tender on CPP portal are available online under the weblink available at Home Page under the tab 'Bidders Manual Kit':</p> <p><a href="https://eTenders.gov.in/eprocure/app?page=BiddersManualKit&amp;service=page">https://eTenders.gov.in/eprocure/app?page=BiddersManualKit&amp;service=page</a></p> <p>For any query/clarification regarding enrolment/participation on CPP portal, Bidder may send email to: <a href="mailto:cphp-doe@nic.in">cphp-doe@nic.in</a>, <a href="mailto:support-eproc@nic.in">support-eproc@nic.in</a>. For telephonic support from CPP portal, call their Helpdesk number 0120-4493395, 0120-4001002, 0120-4001005</p>
vi)	Bid validity period	180 Days

1. The National Small Industries Corporation Ltd. (NSIC), A Government of India Enterprise, proposes to construct a Technology Centre Building at A-180, Industrial Estate, Peenya -1<sup>st</sup> Stage, Bengaluru-560058.
2. NSIC intends to appoint an Executing Agency (EA) of repute with sufficient resources and experience for Project Development, Monitoring and Control for the Construction of Technology Centre Building at A-180, Industrial Estate, Peenya -1<sup>st</sup> Stage, Bengaluru-560058 with built-up area of approx. 1992.78 Sqm excluding Basement. The EA is expected to complete the project on Deposit Work basis conforming to highest quality standards and shall adhere to time and cost management systems, within stipulated time frame and allocated budget for the project.
3. A reputed and experienced Central Government Public Sector Enterprises/Central Government Organisations engaged in carrying out civil or electrical works and having proven track record of successful project implementation will be selected under Least Cost Selection (LCS) and procedure described in this Request for Proposal (RFP) in various sections.
4. Separate Technical and Financial bids as per Information to Bidders and other sections of RFP are to be submitted by the Bidders with their offer.
5. Any further corrigendum/ addendum to this RFP document shall be made available on our website [www.nsic.co.in](http://www.nsic.co.in) and CPP Portal [www.etenders.gov.in](http://www.etenders.gov.in) only. It is therefore requested that the Bidders may regularly visit the website for checking any corrigendum/ addendum to this document.
6. The Bidders will be required to make a detailed presentation before the evaluation committee of NSIC, of their organizational strengths/weaknesses, methodology for execution of the work and any other measure being adopted by them

for economizing the project cost etc. The Bidders shall give soft and hard copy of the presentation to evaluation committee. The date, time and venue for presentation shall be informed to each Bidder.

7. NSIC will inform all the Bidders the marks secured by them in technical evaluation. In order to qualify for opening of the price bid the Bidder is required to secure minimum 750 marks out of total 1000 marks. NSIC's decision in respect of the evaluation of the bids shall be final and binding on all Bidders.
8. NSIC reserves the right to reject any or all the bids without assigning any reason whatsoever.

Yours faithfully,

**Deputy General Manager,  
Contract & Procurement(C&P)  
The National Small Industries Corporation Ltd.  
'NSIC Bhawan', Okhla Industrial Estate,  
New Delhi - 110 020, INDIA  
Tele: 011-26926275**

**Encl: As above**

# SECTION-2

## INFORMATION TO THE BIDDERS

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### 2.1 INTRODUCTION

The National Small Industries Corporation Ltd (NSIC), A Government of India Enterprise, henceforth called as “OWNER” proposes to construct a Technology Centre Building at A-180, Industrial Estate, Peenya -1<sup>st</sup> Stage, Bengaluru-560058.

The Plot at A-180, Industrial Estate, Peenya -1<sup>st</sup> Stage, Bengaluru-560058 where the proposed Building is to be constructed is allotted to NSIC by Karnataka State Small Industries Development Corporation Ltd (KSSIDC) on lease basis for a period of 30 years.

NSIC intends to appoint an Executing Agency (EA) of repute with sufficient resources and experience for Project Development, Monitoring and Control for the Construction of Technology Centre Building at A-180, Industrial Estate, Peenya -1<sup>st</sup> Stage, Bengaluru-560058” a state of the art building (Ground Plus 3 Floors) plus single basement with built-up area of approx. 1992.78 sqm (excluding basement area). The EA is expected to complete the project on Deposit Work basis conforming to highest quality standards and shall adhere to time and cost management systems, within stipulated time frame and allocated budget for the project.

The proposed Technology Centre Building is envisaged as a state-of-the-art building designed to cater to the present and emerging needs of industry, particularly Micro, Small and Medium Enterprises (MSMEs) in the State of Karnataka. The Centre is proposed to house, inter alia, the following facilities and functions, though not limited thereto:

- Testing and Skill Development Facilities for imparting technical training, upskilling and capacity building programmes across relevant industrial sectors.
- Advanced Testing Laboratories with provision for obtaining and/or operating under NABL/BIS recognition, accreditation and certification, as applicable.
- Mini Tool Room Facility equipped with requisite machinery, equipment and infrastructure to support precision manufacturing, prototyping, product development and related requirements of MSMEs.

The overall planning and development of the building shall be aligned with functional, operational and statutory requirements, ensuring optimal utilization of space, in accordance with applicable Government norms and guidelines.

### 2.2 THE PROJECT

Salient features of the proposed project are given as under:

#### a) Requirements:

Project Development, Monitoring and Control for the Construction of “Technology Centre Building”, a state of the art building at A-180, Industrial Estate, Peenya -1<sup>st</sup> Stage, Bengaluru-560058.

**b) Proposed Building:**

- i) The proposed Building would be a modern structure combining aesthetics with utility complying with latest National Building Code (NBC) norms. The Building will be HVAC, keeping in view the requirement of IS: 1893 (latest) designs of buildings for earthquake forces (including micro-zoning), environmental concerns & solar lighting for outdoor lighting, roof top solar PV system, adequate parking, easy circulation and flexibility in terms of space utilization, 100% power back up through DG Sets and adequate fire detection & fighting measures. The proposed building shall be planned to achieve minimum Three Star “Green Rating for Integrated Habitat Assessment (GRIHA) Rating as stipulated by Ministry of New & Renewable Energy (MNRE), Govt. of India.
- ii) No of Floors : Four Floors (Ground + Three) plus single basement
- iii) Built-up Area : 1992.78 Sqm (excluding basement)
- iv) The proposed building shall further include internal & external electrical works, Lift(s), road networks, street lighting, water supply and drainage systems, storm water drainage, horticulture and landscaping works, rain water harvesting system etc. in accordance with the applicable norms, Development Control Regulations and building bye-laws of Karnataka State.

A Preliminary Conceptual Site Plan is enclosed as **Annexure H**.

**c) Other requirements:**

- i) The land use of the project site is Industrial. Now, to meet the requirements of the activities as mentioned above to be conducted from the proposed building, the EA shall be required to take up the construction work of the building with development of common and open area on deposit work basis by engaging a contractor.

The EA shall prepare the master plan of the complex (if required) and the building drawings of the proposed project. It shall be the responsibility of the EA to obtain approval of the master plan and/or building drawings from all relevant local bodies and statutory authorities, such as Bruhat Bengaluru Mahanagara Palike (BBMP), Bangalore Development Authority (BDA) / Local Planning Authority, Bangalore Water Supply and Sewerage Board (BWSSB), Karnataka State Small Industries Development Corporation Ltd (KSSIDC), Karnataka State Fire and Emergency Services Department, Airport Authority of India (AAI), State & Central Environment Departments, Karnataka State Pollution Control Board (KSPCB), the concerned local DISCOM (BESCOM), or any other statutory authority as applicable, which are necessary for commencement of construction works at site and for completion of the project in all respects. The proposed Building should be Persons with Disabilities (PwD) friendly.

- ii) The EA shall also provide professional, objective and impartial advice and at all times hold the owner's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

**d) Land Area**

Area of Plot on (approx.) which construction to be Undertaken	1014.39 Sqm
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**2.3 DEFINITIONS:**

Unless the context otherwise requires, the following terms wherever used in this document have following meanings:

- (i) "Agreement" means an agreement executed by the Parties, together with all documents/Appendices attached hereto.
- (ii) "Applicable Law" means the provision of Indian Laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
- (iii) "Approval" means approval in writing by the designated officer(s) of the "Owner" for that purpose.
- (iv) "Assignment" means the work to be performed by the Executing Agency ("EA") for the purpose of the project as per the Description of requirement given above in clause 1.2 of Section-5 (TOR) of this RFP document.
- (v) "CTE" i.e. Chief Technical Examiner's Organization means the technical wing of the Central Vigilance Commission (India)
- (vi) "Competent Authority" means the Chairman-cum-Managing Director (CMD) of "Owner"/NSIC and his successors.
- (vii) "Contractor(s)/Supplier(s)/Vendor(s)" means any person or entity who are employed by Executing Agency for execution of the "Project" on behalf of the "Owner".
- (viii) Corrupt practice means the offering, giving, receiving soliciting of anything of value to influence the action of a public official in the Agreement execution.
- (ix) "Data Sheet" means a portion of Section-2 (Information To Bidders) as contained in this RFP document.
- (x) "EA" means the "Executing Agency" appointed for the job.
- (xi) "Government" means the Government of India.

- (xii) “LCS” means Least Cost Selection method for Selection of Executing Agency
- (xiii) “Owner” means the “The National Small Industries Corporation Limited”.
- (xiv) “Party” means the “Owner” or the Executing Agency (“EA”), as the case may be, and “Parties” means both of them.
- (xv) “Personnel” means persons hired/deployed by the Executing Agency (“EA”) as employees of Executing Agency and assigned to the performance of the Services or any part thereof.
- (xvi) “Third party” means any person or entity other than the “Owner” and the Executing Agency, whose services are availed or required for the said project.
- (xvii) “TOR” means “Terms of Reference” as contained in Section-5 of this RFP document.

## **2.4 GENERAL INFORMATION:**

- 2.4.1 A brief description of the Assignment and its objectives are given in the enclosed Data Sheet and the Terms of Reference (Refer Section 2 and Section 5 respectively).
- 2.4.2 The Bidder should submit the execution schedule of the proposed project with completion period not exceeding Thirteen (13) months (including planning and execution).
- 2.4.3 Technical bid of any bidder shall not be shared with other participating bidders.
- 2.4.4 The owner named in the “Data Sheet” will select an Agency, in accordance with the method of selection indicated in the data sheet.
- 2.4.5 The Bidders are invited to submit a Technical and a Financial Bid as specified in the Data Sheet for consulting services required for the Assignment named in the Data Sheet. The Bids will be the basis for selection and ultimately signing of a contract with the selected Agency.
- 2.4.6 To obtain first-hand information on the requirement of the project and on the local conditions, Bidders are advised to visit to the project location before submitting their proposal. Bidders must familiarize themselves with the local conditions and requirement of the Project and take them into account while preparing the bid.
- 2.4.7 Cost of preparing the bids and of negotiating the contract, including visits to the owner and the project area, are not reimbursable as a direct cost of the assignment.
- 2.4.8 It is owner’s policy that the Bidders under contract observe the highest standard of ethics during the selection and execution of such contract.

## **2.5 CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS:**

- 2.5.1. Any further corrigendum/ addendum to this RFP document shall be made available on our website [www.nsic.co.in](http://www.nsic.co.in) and CPP Portal only. It is, therefore, requested that the bidders may regularly visit the website for checking any corrigendum/ addendum to this document.

- 2.5.2. At any time before the submission of bids, the “Owner” may, for any reason, whether at its own initiative or in response to a clarification requested by any bidder, modify the Documents by amendment. The amendment will be notified to the bidders through our website [www.nsic.co.in](http://www.nsic.co.in) and CPP Portal and the same will be binding on them.

## 2.6 PREPARATION OF BID

Bidders are requested to submit the **Technical and Financial Proposals separately on the tender portal.**

### 2.6.1 Technical Bid

- i. Bidders are expected to examine all terms & conditions and instructions including the terms of documents. It will be presumed that the bidders are making the bids after having full knowledge of all terms & conditions and instructions and they are participating in the bids at their own risk and cost.
- ii. During preparation of the technical bid, bidders have to carry out his own assessment for the requirement of the key personnel and support staff for the scope of work mentioned in the TOR.

### 2.6.2 The technical bid shall include but be not limited to the following:

- i. Document supporting incorporations/ registration, MOA & AOA.
- ii. The Documents shall be signed by a person duly authorized by Board Resolution passed by Board of Directors/ Competent Authority of the Central Government Public Sector Enterprises/Central Government Organisations for signing the Documents. A copy of the Board Resolution/ Authorization in favour of authorized signatory is to be enclosed with the Technical Proposal.
- iii. All other information/ documents requested in data sheet.

### 2.6.3 Rejection of Technical Bids:

The technical bid of any bidder is liable to be rejected inter-alia under any of the following circumstances:-

- i. Incomplete bids / conditional bid as indicated in the Bid-related documents, addendum/ corrigendum (if any) and any subsequent information given to the Bidder
- ii. Information that is found to be incorrect/misleading at any stage of RFP process or during the same
- iii. Inclusion of Financial/Price Bid details in the Technical Proposal, or Technical Proposals that reveal quotations, in any form
- iv. Non-fulfilment of the eligibility criteria or minimum required score in evaluation criteria set out in this RFP.
- v. Violation of Code of Integrity of this RFP

- vi. Any Bid that does not comply with the conditions laid down by NSIC.
- vii. Bids which do not confirm unconditional validity of the bid for 180 days from date of opening of Bid. Any other reasons deemed fit by NSIC

#### 2.6.4 Financial Bid

- i. The financial bid for Agency Charges should include all costs associated with the assignment. The financial bid shall be submitted by the Bidder online through CPP Portal. The contract shall be finalized on the basis of lump sum service charges.
- ii. In case the lowest Tendered amount (Lump Sum Agency Charges) of two or more Bidders is same, such Bidders will be asked to submit revised offer online on CPP Portal, but the revised offer should not be higher than the original Agency Charges quoted at the time of submission of Tender. The lowest tender shall be decided on the basis of revised offers. In case any of such Bidder refuses to submit revised offer, then it shall be treated as withdrawal of his Bid before acceptance and shall be treated as violation of Code of Integrity of this RFP. If the revised Tendered amount of two or more Bidders received through this process is again found to be equal, the lowest Tender, among such Bidders, shall be decided on the basis of highest total marks obtained in the Evaluation Criteria of Technical Bids [F.2 of Data Sheet (Information to Bidders) of this RFP].

Further, if the technical score of such bidders is equal, then the bidder having highest Average Annual Turnover in the last three financial years ending 31.03.2025 (FY 2022-23, 2023-24 & 2024-25) shall be evaluated as the 'Lowest Tender'

- iii. The EA shall quote the agency charges to complete all the tasks mentioned in the TOR and also any other tasks required to be carried out in order to meet the objectives.
- iv. The Financial Bid shall be quoted excluding applicable GST but shall be inclusive of all other applicable Government duties, levies, taxes, and statutory charges as in force on the date of submission of the Proposal. Applicable GST on the Agency Charges shall be paid extra to the Executing Agency.  
  
However, any new tax, duty, levy, cess, or other statutory imposition introduced by the Government after the date of submission of the Proposal, and made applicable to the subject work/contract, shall be payable extra by the Authority, as applicable, subject to compliance with statutory provisions.
- v. Bidder shall quote the lump sum Agency Charges (INR) in the prescribed format of Financial Proposal/ Bid provided in the CPP Portal.
- vi. If any firm quotes NIL agency charges / consideration, the bid shall be treated as unresponsive and shall not be considered.

#### 2.7 BID SUBMISSION

The bid submission should be focused to the project requirements as per the TOR details. The methodology to be submitted should address to the project

requirements. All specific issues for which references have been made in the various paragraphs of the TOR should be addressed effectively. General nature descriptions should be avoided.

## 2.8 SUBMISSION OF BIDS

2.8.1 The expression “Tender Notice/Request for Proposal” referred to in the Bid Documents shall be deemed to include any Notice/ Letter of Invitation respect to the work forming the subject matter of the documents and vice-versa.

- a) The Bid complete in all respects shall be submitted Online on CPP Portal.
- b) The Bidders are required to enroll themselves on CPP portal as per requirements of the portal, using a valid Digital Signature Certificate (DSC) and valid email address and upload the documents on CPP Portal. The instructions for submission of Tender on CPP portal are available online under the weblink available at Home Page under the tab ‘Bidders Manual Kit’:

<https://eTenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>

For any query/clarification regarding enrolment/participation on CPP portal, Bidder may send email to: [cphp-doe@nic.in](mailto:cphp-doe@nic.in), [support-eproc@nic.in](mailto:support-eproc@nic.in). For telephonic support from CPP portal, call their Helpdesk number 0120-4493395, 0120-4001002, 0120-4001005 The Tender shall be uploaded in two separate covers:

- i. Cover I: Technical Bid
- ii. Cover II: Price Bid

2.8.2 The bid must be valid for the number of days stated in the Data Sheet from the Bid Submission End Date.

## 2.9 BID EVALUATION

A two-stage procedure will be adopted in evaluating the bids:

- Technical evaluation
- Financial evaluation

### Evaluation of Technical & Financial Bid

Technical evaluation will be carried out prior to opening the **financial bids**.

The evaluation committee appointed by the “Owner” will carry out evaluation in the manner given and as per criteria/point system specified in the table at para F.2 in the Data Sheet (Information to Bidders) subject to the following:

- i) The bidder has to secure minimum cut-off marks/ requirements against each criteria mentioned at **S.No. 1 (a), 1 (b), 3 (a), 3 (b) & 3(c)** in the table at para F.2 in the Data Sheet (Information to Bidders), and
- ii) The bidder has to secure minimum 750 marks out of 1000 marks in the technical evaluation of the tender as per the table referred above.

The financial bids of only those bidders who secure minimum cut-off marks/ requirement against each criteria mentioned at **S.No. 1 (a), 1 (b), 3 (a), 3 (b) & 3(c)** in the table at para F.2 in the Data Sheet (Information to Bidders) and overall minimum 750 marks out of total 1000 marks in the technical evaluation will only be opened.

## **2.10 AWARD OF CONTRACT**

The Contract will be awarded to the Bidder quoting the lowest agency charges in the financial bid.

However, NSIC does not bind itself to accept the lowest Bid. NSIC also reserves the right to accept or reject any or all Bids without assigning any reason whatsoever.

## **2.11 ACCEPTANCE / REJECTION OF BID/TENDER:**

- i. Corporation does not bind itself to accept the lowest Bid.
- ii. Corporation also reserves the right to accept or reject any proposal in part or full without assigning any reason whatsoever.
- iii. Corporation also reserves the absolute right to reject any or all the Bids/Tenders at any time solely based on the past unsatisfactory performance by the Bidder(s) the opinion/decision of NSIC regarding the same shall be final and conclusive.

## **2.12 CONFIDENTIALITY**

Information relating to evaluation of proposals and recommendations concerning awards will not be disclosed to the Bidders.

## **2.13 Joint Ventures/ Consortiums are not allowed to participate in the Bid.**

## **2.14 DOCTRINE OF SUBSTANTIAL COMPLIANCE:**

The Qualifying Criteria mentioned in the RFP document are for shortlisting of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money. This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the Qualifying Criteria. Keeping this caveat in view, interpretation by NSIC would be based on common usage of terminologies and phrases in public procurement in accordance with the 'Doctrine of Substantial Compliance' and would be final.

# DATA SHEET

## (INFORMATION TO BIDDERS)

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### Reference

A.1 The name of the Owner is: The National Small Industries Corporation Ltd.  
(A Government of India Enterprise) NSIC  
Bhawan, Okhla Industrial Estate, New  
Delhi - 110 020, INDIA  
Tel.: 011-26926275  
Website: <https://www.nsic.co.in>

**The method of selection is: Least Cost Selection (LCS)**

### A.2 Objectives and Description of the Project

The National Small Industries Corporation Ltd (NSIC), A Government of India Enterprise, henceforth called as "OWNER" proposes to construct a Technology Centre Building at A-180, Industrial Estate, Peenya -1<sup>st</sup> Stage, Bengaluru-560058.

NSIC intends to appoint an Executing Agency (EA) of repute with sufficient resources and experience for Project Development, Monitoring and Control for the Construction of Technology Centre Building at A-180, Industrial Estate, Peenya -1<sup>st</sup> Stage, Bengaluru-560058" a state of the art building (Ground Plus 3 Floors) plus single basement with built-up area of approx. 1992.78 sqm (excluding basement area). The EA is expected to complete the project on Deposit Work basis conforming to highest quality standards and shall adhere to time and cost management systems, within stipulated time frame and allocated budget for the project.

The proposed Technology Centre Building is envisaged as a state-of-the-art building designed to cater to the present and emerging needs of industry, particularly Micro, Small and Medium Enterprises (MSMEs) in the State of Karnataka. The Centre is proposed to house, inter alia, the following facilities and functions, though not limited thereto:

- Testing and Skill Development Facilities for imparting technical training, upskilling and capacity building programmes across relevant industrial sectors.
- Advanced Testing Laboratories with provision for obtaining and/or operating under NABL/BIS recognition, accreditation and certification, as applicable.
- Mini Tool Room Facility equipped with requisite machinery, equipment and infrastructure to support precision manufacturing, prototyping, product development and related requirements of MSMEs.

The overall planning and development of the building shall be aligned with functional, operational and statutory requirements, ensuring optimal utilization of space, in accordance with applicable Government norms and guidelines.

The detailed descriptions of services are mentioned in the Terms of Reference (Section-5).

### A.3 The Project:

Salient features of the proposed project are given as under:

#### a) Requirements:

Project Development, Monitoring and Control for the Construction of “Technology Centre Building”, a state of the art building at A-180, Industrial Estate, Peenya -1<sup>st</sup> Stage, Bengaluru-560058.

#### b) Proposed Building:

i) The proposed Building would be a modern structure combining aesthetics with utility complying with latest National Building Code (NBC) norms. The Building will be HVAC, keeping in view the requirement of IS: 1893 (latest) designs of buildings for earthquake forces (including micro-zoning), environmental concerns & solar lighting for outdoor lighting, roof top solar PV system, adequate parking, easy circulation and flexibility in terms of space utilization, 100% power back up through DG Sets and adequate fire detection & fighting measures. The proposed building shall be planned to achieve minimum Three Star “Green Rating for Integrated Habitat Assessment (GRIHA) Rating as stipulated by Ministry of New & Renewable Energy (MNRE), Govt. of India.

ii) No of Floors : Four Floors (Ground + Three) plus single basement

iii) Built-up Area : 1992.78 Sqm (excluding basement)

iv) The proposed building shall further include internal & external electrical works, Lift(s), road networks, street lighting, water supply and drainage systems, storm water drainage, horticulture and landscaping works, rain water harvesting system etc. in accordance with the applicable norms, Development Control Regulations and building bye-laws of Karnataka State.

A Preliminary Conceptual Site Plan is enclosed as **Annexure H**.

#### c) Other requirements:

i) The land use of the project site is Industrial. Now, to meet the requirements of the activities as mentioned above to be conducted from the proposed building, the EA shall be required to take up the construction work of the building with development of common and open area on deposit work basis by engaging a contractor.

The EA shall prepare the master plan of the complex (if required) and the building drawings of the proposed project. It shall be the responsibility of the EA to obtain approval of the master plan and/or building drawings from all relevant local bodies and statutory authorities, such as Bruhat Bengaluru Mahanagara Palike (BBMP), Bangalore Development Authority (BDA) / Local Planning Authority, Bangalore Water Supply and Sewerage Board (BWSSB), Karnataka State Small Industries Development Corporation Ltd (KSSIDC), Karnataka State Fire and Emergency Services Department, Airport Authority of India (AAI), State & Central Environment Departments, Karnataka State Pollution Control Board (KSPCB), the concerned local DISCOM (BESCOM), or any other statutory authority as applicable, which are necessary for commencement of construction works at site and for completion of the project in all respects. The proposed Building should be Persons with Disabilities (PwD) friendly.

- ii) The EA shall also provide professional, objective and impartial advice and at all times hold the owner's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

**d) Land Area**

Area of Plot on (approx.) which construction to be Undertaken	1014.39 Sqm
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**B.1** Any further corrigendum/ addendum to this RFP document shall be made available on our website [www.nsic.co.in](http://www.nsic.co.in) and CPP Portal [www.etenders.gov.in](http://www.etenders.gov.in) only. It is, therefore, requested that the Bidders may regularly visit the website for checking any corrigendum/ addendum to this document.

**C.1** The proposal submitted by the bidder and all subsequent correspondence including documents relating to the RFP exchanged between the bidder and NSIC shall be written in English language.

**C.2** The Bidder to state all costs in Indian Rupees.

**C.3** The Bidder should submit the execution schedule and completion period not exceeding Thirteen (13) months.

**D.1 Bid Securing Declaration:** Bidders are required to submit Bid Securing Declaration in prescribed proforma as per **Annexure-G** duly typed on bidder's letter head and signed by the authorized signatory with seal.

**E.1** Bids must be submitted through CPP Portal within the Bid Submission End Date & Time or Extended Bid Submission End Date & Time, if any.

**F.1 Assigned Weightage:**

The proposals received by NSIC in response to RFP shall be evaluated in two stages as under:

<b>Sl. No.</b>	<b>Particulars</b>	<b>Criteria</b>
1.	Technical Proposal	Minimum marks to be achieved for qualifying is 75% (750/1000) and also fulfilling the minimum cut-off marks/ requirements as mentioned at table provided at para F.2, hereinafter
2.	Financial Proposal	Selection by LCS method

**F.2 Evaluation Criteria for Technical Bid:**

Sl.No.	Category	Total Marks	Maximum Marks	Annexure
1.	<b><i>Experience in construction Management Services and Company Profile</i></b>			
	a) Experience in executing similar Building Projects  <b><i>Minimum cut-off marks under this criterion is 100</i></b>	700	200	Annexure-3.1
	b) Number of Key Tech. Personnel to be deployed for the project  <b><i>Minimum cut-off marks under this criterion is 50</i></b>		100	Annexure-3.2
	c) Technical Manpower		50	Annexure-3.3
	d) Cost overrun of projects during the last 5 years		100	Annexure-3.4
	e) Time overrun of projects during the last 5 years		50	Annexure-3.5
	f) Details of projects abandoned during the last 5 years		50	Annexure-3.6
	g) Details of Projects under Arbitration during the last 5 years		50	Annexure-3.7
	h) PSU Status		50	Annexure-3.8
	i) Experience in Construction of Green Building (GRIHA certification)		50	Annexure-3.9
2.	<b><i>Technical Credentials</i></b>			
	ISO Certification for Services	50	50	Annexure-3.10
3.	<b><i>Financial Details</i></b>			
	a) Turnover during the last 5 years ending on 31.03.2025  <b><i>Minimum cut-off marks under this criterion is 50</i></b>	200	100	Annexure-3.11

	b) Net worth - <i>Bidders with negative net worth as on 31.03.2025 are not eligible to participate in this tender and Net Worth of the Bidder should not have eroded by more than 30% in the last 3 FYs ending on 31.03.2025</i>	50	Annexure-3.12
	c) Average Net Profit during the last 5 years ending on 31.03.2025  <i>Bidders should be in profit in at least 3 of the last 5 financial years</i>	50	Annexure-3.13
4.	<b>Technical Presentation:</b>  Approach and methodology, Understanding of Project, planning & scheduling and presentation on Concept Design and execution plan.  <i>Technical Presentation is mandatory, else the bid will be treated unresponsive.</i>	50	50
5.	<b>Subtotal (1+2+3+4)</b>		1000

**Note:** Similar building project shall mean handling of construction of multi-storeyed Building project on Deposit Work/ Project Management Consultancy (PMC)/Executing Agency (EA) basis completed during last five (5) years

- Tender shall be technically disqualified, if:
  - The bidder does not meet the minimum cut-off marks/ requirements against any criteria mentioned at S.No. 1 (a), 1 (b), 3 (a), 3 (b) & 3(c) in the table above, and
  - **Minimum 750 marks out of 1000 marks** are not obtained in the technical evaluation of the tender as per the above table

The currency for price is: Indian Rupees

The address for making technical presentation is:

Deputy General Manager,  
Contract & Procurement(C&P)  
The National Small Industries Corporation Ltd.  
'NSIC Bhawan', Okhla Industrial Estate  
New Delhi - 110 020, INDIA  
Tele: 011-26926275

## SECTION - 3

# TECHNICAL PROPOSAL (STANDARD FORMS)

### ANNEXURE-3.1: EXPERIENCE IN HANDLING OF BUILDING CONSTRUCTION PROJECT IN LAST 5 YEARS FROM THE DUE DATE OF SUBMISSION OF TENDER

**Max. Marks = 200**

S.No.	<i>Cost of Completed Project* (In Rs.)</i>	<i>No. of Projects (to be indicated by the Bidder)</i>	<i>Marks obtained</i>
1.	More than or equal to ₹ 12.11 Crore		
2.	More than or equal to ₹ 7.57 Crore but less than ₹ 12.11 crore		
3.	More than or equal to ₹ 6.06 Crore but less than ₹ 7.57 Crore		
4.	Less than ₹ 6.06 Crore		

\*Cost of completed project shall not include the consultancy fee/ departmental charges/ agency charges.

**CRITERIA FOR AWARD OF MARKS IS GIVEN HEREUNDER: -**

S.No.	Value of Project (In Rs.)	No. of Projects	Marks
1.	More than or equal to ₹ 12.11 Crore	Each	100
2.	More than or equal to ₹ 7.57 Crore but less than ₹ 12.11 crore	Each	50
3.	More than or equal to ₹ 6.06 Crore but less than ₹ 7.57 Crore	Each	40
4.	Less than ₹ 6.06 Crore	Each	Nil

**Note: -**

- Maximum 2 nos. of completed projects of highest value of similar nature within the last 5 years prior to Bid Submission End Date shall be considered for evaluation.
- If two projects of value more than or equal to ₹ 12.11 Crores are completed then 200 marks will be given.
- LoA and Completion Certificate issued by the Client Departments in respect of the above completed projects must be enclosed
- **Minimum cut-off marks under this criteria is 100 i.e. tender shall be technically disqualified if minimum 100 marks are not obtained under this criteria**

**DETAILS OF THE QUALIFYING PROJECTS SHOULD BE PROVIDED IN THE FOLLOWING FORMAT:**

Project Name:		Location:
Name & Address of Client:		
Start Date	Completion Date	Approx. Value of contract (In ₹):
Narrative Description of Project :		

Seal & Signature with name of Authorized Signatory of bidder

**ANNEXURE-3.2: NUMBER OF KEY TECHNICAL PERSONNEL TO BE DEPLOYED ON THE PROJECT****Max. Marks = 100**

Sr No.	Specialist/Position	Nos.
1.	<b>Team Leader: Located at Work Site as per requirement basis</b> A qualified Civil Engineer from a recognized university with preferably with 15 years or more experience in Construction of buildings and allied works with minimum 5 years experience as Team leader or similar position.	1 No.
2.	<b>Construction Engineer (Civil): Located at Work Site</b> A qualified Civil Engineer from a recognized university preferably with 5 years experience in Construction Projects.	1 No.
3.	<b>Construction Engineer (Electrical): Located at Work Site as per requirement basis</b> A qualified Electrical Engineer from a recognized university preferably with 5 years experience in Construction Projects.	1 No.
4.	<b>Planning Engineer (Civil/ Mechanical/Electrical): Located at Work Site as per requirement basis</b> A qualified Civil/ Mechanical/ Electrical Engineer from a recognized university preferably with 7 years experience in Construction Projects.	1 No.
5.	<b>Architect: Located at Work Site as per requirement basis</b> A qualified Architect from a recognized university preferably with 10 years experience in Building Designs	1 No.
	<b>Total</b>	<b>5 Nos.</b>

**Note: -**

- Bio-Data of key Technical personnel should be enclosed. In case of successful Bidders, Owner reserves the right to seek copies of certificates of individuals to verify credentials declared by Bidder.
- The above 5 Nos. personnel should be on the rolls of the bidder and be deployed for the execution of work. In case "EA" wants to change any of the above personnel, prior permission of the "Owner" shall be obtained for such substitution with personnel possessing equivalent qualification and experience.
- Minimum cut-off marks under this criteria is 50 i.e. tender shall be technically disqualified if minimum 50 marks are not obtained under this criteria
- Marks will be awarded to the bidders on the basis of total experience (in years) in the following manner:

S. No	Discipline	Experience				Marks			
		>15 years	>10-15 years	>5-10 years	<5 years	>15 years-30 marks	>10-15 years-20 marks	>5-10 years-10 marks	<5 years-0 marks
1.	Team Leader	>15 years	>10-15 years	>5-10 years	<5 years	>15 years-30 marks	>10-15 years-20 marks	>5-10 years-10 marks	<5 years-0 marks
2.	Const. Engineer (Civil)	>5 years	>3-5 years	>1-3 years	<1 years	>5years-30 marks	>3-5 years-21 marks	>1-3 years- 15 marks	<1 years-0 marks
3.	Const. Engineer (Elect.)	>5years	>3-5 years	>2-3 years	<2 years	>5years-10 marks	>3-5 years-7 marks	>2- 3 years- 5 marks	<2 years-0 marks
4.	Planning Engineer	>7years	>4-7 years	>2-4 years	<2 years	>7years-10 marks	>4-7 years-7 marks	>2- 4 years- 5 marks	<2 years-0 marks
5.	Architect	>10 years	>5-10 years	>3-5 years	<3 years	>10 years-20 marks	>5-10 years-15 marks	>3- 5 years- 10 marks	<3 years-0 marks

Seal &amp; Signature with name of Authorized Signatory of bidder

**ANNEXURE-3.3: TECHNICAL MANPOWER****Presence of in-house professionally qualified staff of the Bidder****Max. Marks = 50**

(The last column of the above format is to be filled up by the Bidder)

S.No.	Criterion	Marking Scheme		No. of Technical Manpower (to be indicated by the Bidder)
1.	Civil Engineers (B.Tech./B.E.& Above)	More than or equal to 100	20 Marks	
		More than or equal to 75 but less than 100	15 Marks	
		More than or equal to 50 but less than 75	10 Marks	
		Less than 50	0 Marks	
2.	Electrical Engineers (B.Tech./B.E.& Above)	More than or equal to 50	10 Marks	
		More than or equal to 35 but less than 50	8 Marks	
		More than or equal to 25 but less than 35	5 Marks	
		Less than 25	0 Marks	
3.	Finance/ Accounts	More than or equal to 10	10 Marks	
		More than or equal to 8 but less than 10	8 Marks	
		More than or equal to 5 but less than 8	5 Marks	
		Less than 5	0 Marks	
4.	Architect on roll (B.Arch.& Above)	More than or equal to 5	10 Marks	
		More than or equal to 3 but less than 5	8 Marks	
		More than or equal to 2 but less than 3	5 Marks	
		Less than 2	0 Marks	

Seal &amp; Signature with name of Authorized Signatory of bidder

**ANNEXURE-3.4: DETAILS OF COST OVERRUN OF SIMILAR PROJECTS (IF ANY) DURING THE  
LAST 5 YEARS FROM THE DUE DATE OF SUBMISSION OF TENDER**

**Max. Marks = 100**

(Rs. in lakh)

S.No.	Name of the project & location	Name of the client	Description of work	Cost of the project		Reason of cost overrun	
				As per contract	Actual	Attributable to Agency (A)	Attributable to other (B)
1.							
2.							
3.							
4.							

(Add more rows, as required)

**CRITERIA FOR AWARD OF MARKS IS GIVEN AS UNDER:**

If there is any cost overrun due to reasons attributable to agency (A)

Nil marks

If there is no cost over run

Or

If there is any cost overrun due to reasons not attributable to agency (B)

100 Marks

*(In case of any cost overrun due to reasons not attributable to the agency, the above statement should be supported by correspondence/ documents substantiating the reasons thereof for the projects mentioned above)*

Seal & Signature with name of Authorized Signatory of bidder

**ANNEXURE-3.5: DETAILS OF TIME OVERRUN OF SIMILAR PROJECTS (IF ANY) DURING THE LAST 5 YEARS FROM THE DUE DATE OF SUBMISSION OF TENDER**

**Max. Marks = 50**

S.No.	Name of the project & location	Name of the client	Description of work	Time of completion of project			Reason of time overrun	
				Stipulated date of start of work	Stipulated date of completion	Actual date of completion	Attributable to Agency (A)	Attributable to other (B)
1.								
2.								
3.								
4.								

**CRITERIA FOR AWARD OF MARKS IS GIVEN AS UNDER: -**

If there is any time overrun due to reasons attributable to agency (A)

Nil marks

If there is no time over run

Or

If there is any time overrun due to reasons not attributable to agency (B)

50 Marks

*(In case of any time overrun due to reasons not attributable to the agency, the above statement should be supported by correspondence/ documents substantiating the reasons thereof for the projects mentioned above)*

Seal & Signature with name of Authorized Signatory of bidder

**ANNEXURE-3.6: DETAILS OF PROJECTS ABANDONED (IF ANY) DURING THE LAST 5 YEARS FROM THE DUE DATE OF SUBMISSION OF TENDER**

**Max. Marks = 50**

S.No.	Name of the project & location	Name of the client	Description of work	Cost of the project (Rs. in Cr)	Reasons for abandoning the project	
					Attributable to Agency (1)	Attributable to other (2)
1.						
2.						
3.						
4.						

*Criteria for award of marks is given as under:*

If there is any project abandoned due to reasons attributable to agency (A)

Nil marks

If there is no project abandoned

Or

If there is any project abandoned due to reasons not attributable to agency (B)

50 Marks

*(In case of any project abandoned due to reasons not attributable to the agency, the above statement should be supported by correspondence/ documents substantiating the reasons thereof for the projects mentioned above)*

**ANNEXURE-3.7: DETAILS OF PROJECTS UNDER ARBITRATION (IF ANY) IN THE LAST 5 YEARS FROM THE DUE DATE OF SUBMISSION OF TENDER**

**Max. Marks = 50**

S.No.	Name of the project & location	Name of the client	Description of work	Cost of the Project (Rs in Cr.)	Reasons for Arbitration	
					Attributable to Agency (A)	Attributable to other (B)
1.						
2.						
3.						
4.						

Criteria for award of marks is given as under:

If there is any project under arbitration due to reasons attributable to agency (A)

Nil marks

If there is no project under arbitration

Or

If there is any project under arbitration due to reasons not attributable to agency (B)

50 Marks

*(In case of any project under arbitration due to reasons not attributable to the agency, the above statement should be supported by correspondence/ documents substantiating the reasons thereof for the projects mentioned above)*

Seal & Signature with name of Authorized Signatory of bidder

**ANNEXURE-3.8: PSU STATUS****Max. Marks = 50**

<b>S.No</b>	<b>Criterion</b>	<b>Marking Scheme</b>	<b>PSU Status (to be indicated by the Bidder)</b>
1.	Schedule 'A' CPSE/CPSU	50 Marks	
2.	Schedule 'B' CPSE/CPSU	40 Marks	
3.	Below Schedule 'B' CPSE/CPSU	30 Marks	

*The Bidder shall submit Self-Declaration Letter on letter head stating the PSU Status.*

Seal & Signature with name of Authorized Signatory of bidder

**ANNEXURE-3.9: EXPERIENCE IN CONSTRUCTING GRIHA RATED GREEN BUILDING****Max. Marks = 50**

S.No	Criterion	Marking Scheme	No. of Eligible GRIHA Rated Projects (to be indicated by the Bidder)
1.	For each 05 Star GRIHA Rated Building	25 Marks	
2.	For each 04 Star GRIHA Rated Building	20 Marks	
3.	For each 03 Star GRIHA Rated Building	15 Marks	

- *The Rating Certificate issued should have been issued by GRIHA Council within 10 years prior to the Bid Submission End Date.*
- *The Bidder shall submit GRIHA Rating Certificate of the Similar Building Project along with corresponding LoA for execution of construction of the same as Project Management Consultant (PMC)/ Contractor.*
- *Two projects of maximum ratings as per LoAs and GRIHA Certificates enclosed with the Technical Proposal shall be considered for evaluation.*

Seal & Signature with name of Authorized Signatory of bidder

**ANNEXURE-3.10: ISO CERTIFICATION****Max. Marks = 50**

<i>ISO Certification</i>	<i>Max. Marks</i>	<i>Marks obtained</i>
Certified	50	
Not Certified	0	
	<b>Total Marks</b>	

Note: Attach self attested copy of ISO Certification with validity. No marks shall be awarded if copy of valid ISO certificate is not enclosed.

Seal & Signature with name of Authorized Signatory of bidder

**ANNEXURE-3.11: TURNOVER DURING THE LAST 5 YEARS****Max. Marks = 100**

<i>Average Annual Turnover* during the last 5 FYs (Rs. in Crore).</i>	<i>Marks</i>
More than or equal to Rs. 200 Cr .	100
More than or equal to Rs.100Cr. and less than Rs. 200 Cr.	50
Less than Rs. 100 Cr.	0

**Annual Financial Turnover of the bidder from operations shall mean** - "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).

**Note:**

- A Certificate from the Chartered Accountant (including membership number and UDIN) mentioning the audited figures of turnover for 5 years viz.: FY 2020-21, 2021-22, 2022-23, 2023-24 and 2024-25, as per format enclosed at **Annexure-G** shall be uploaded with proposal.
- Marks shall be awarded only if the certificate with regard to turnover during the last 5 years ending on 31.03.2025 duly signed by a chartered accountant is enclosed.
- ***Minimum cut-off marks under this criteria is 50 marks i.e. tender shall be technically disqualified if minimum 50 marks are not obtained under this criteria***

Seal & Signature with name of Authorized Signatory of bidder

**ANNEXURE-3.12: NET WORTH AS ON 31/03/2025****Maximum Marks= 50**

CRITERIA FOR AWARD OF MARKS ARE GIVEN AS UNDER:

S.No.	Net worth	Marks
1.	Highest	50
2.	Second highest	40
3.	Third highest	30
4.	Fourth highest	20
5.	Fifth highest	15
6.	Other Bidders	0

Note:

- Bidders with negative Net Worth as on 31.03.2025 are not eligible to participate in this tender and also, Net Worth of the Bidder should not have eroded by more than 30% in the last three Financial Years ending on 31.03.2025 i.e. proposals from such bidders shall be disqualified.
- A Certificate from the Chartered Accountant (including membership number and UDIN) mentioning the audited figures of Net worth for 4 years viz.: FY 2021-22, 2022-23, 2023-24 and 2024-25, as per format enclosed at **Annexure-G** shall be uploaded with proposal.
- Marks shall be awarded based on the figures of Net worth as on 31.03.2025 as per the CA certificate as per format provided at **Annexure-G**.

Seal &amp; Signature with name of Authorized Signatory of bidder

**ANNEXURE-3.13: PROFIT & LOSS DURING THE LAST FIVE YEARS****Maximum Marks= 50****CRITERIA FOR AWARD OF MARKS ARE GIVEN AS UNDER:**

S.No	Profit/Loss	Marks
1.	Highest Profit	50
2.	Second highest Profit	40
3.	Third highest Profit	30
4.	Fourth highest Profit	20
5.	Fifth highest	10
6.	Other Bidders including those with Loss	0

- Bidder should be in profit in at least 3 of the last 5 Financial Years (FYs) ending on 31.03.2025. The tender shall be technically disqualified if this condition regarding profitability is not fulfilled.
- A certificate from the Chartered Accountant (including Membership Number and UDIN) mentioning the audited figures of net-profit (after tax) for 5 FYs viz. FY: 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25 as per format enclosed at **Annexure-G** shall be uploaded with the Technical Proposal.
- The average net-profit (after tax) during the last 5 FYs ending on 31.03.2025 shall be considered for evaluation purpose under this criteria.
- Marks shall be awarded only if certificate with regard to net-profit (after tax) during the last 5 FYs ending on 31.03.2025 duly signed by a Chartered Accountant as per **Annexure-G** is uploaded with the Technical Proposal.

Seal &amp; Signature with Name of Authorized Signatory of Bidder

## TECHNICAL PRESENTATION

The technical presentation shall be made on PowerPoint and should cover the following aspects apart from any other relevant information which the bidder desires:

1. Organization structure.
2. Key performance indicators of PMC for EPC projects.
3. Reporting and recording systems.
4. Quality management plan of past similar projects.
5. Strength & weakness of the organization in terms of PMC
6. Experience of the firm
7. Typical project schedule of past project of similar nature (preferably qualifying projects)
8. Design and execution plan of qualifying projects
9. Explanation of proposed Conceptual Layout as per scope of work mentioned in the RFP
10. Approach to complete the Project within the estimated Cost.
11. Approach to complete the Project within the estimated timeline - Schedule for completion.
12. List of statutory approvals like Building Plan Approval, Fire NOC, PCB etc. and explaining proposed layout is in compliance with Regulations / Codal provision like NBC, Local Bye-laws.
13. Team strength to be deployed at site for monitoring of the project.
14. Methodology, work plan and understanding of ToR
15. Methodology, Understanding of Project, etc.
16. Suitability of key personnel

The duration of the presentation shall be about 15-20 minutes.

Soft and Hard copy of the above presentation shall be handed over by the bidder at the time of the technical presentation. The technical presentation is compulsory for all bidders.

**ACTIVITY (WORKS) SCHEDULE****A) ACTIVITY SCHEDULE**

S.No.	Name of Activity	Month wise Program (in form of Bar Chart)													Total Months
		1	2	3	4	5	6	7	8	9	10	11	12	13	

(The total time schedule for completion of the work in all respect including pre-construction, construction and handing over phase is 13 months)

**B) COMPLETION AND SUBMISSION OF REPORTS**

S.No.	Reports	Programme
1.	Monthly Reports	
2.	Quarterly Reports	
3.	Completion Report	

**Note: Above details are required for information. No marks will be awarded**

Seal & Signature with name of Authorized Signatory of bidder

# SECTION - 4

## FINANCIAL PROPOSAL (STANDARD FORMS)

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### ANNEXURE- 4.1: FINANCIAL PROPOSAL

The Agency Charges (Lump Sum Amount in Rs.) is to be quoted by the Bidder through the CPP Portal excluding GST but shall be inclusive of all other applicable Government duties, levies, taxes, and statutory charges as in force on the date of submission of the Proposal. Applicable GST on the Agency Charges shall be paid extra to the Executing Agency.

However, any new tax, duty, levy, cess, or other statutory imposition introduced by the Government after the date of submission of the Proposal, and made applicable to the subject work/contract, shall be payable extra by the Authority, as applicable, subject to compliance with statutory provisions.

# SECTION - 5

## TERMS OF REFERENCE

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*Selection of Executing Agency (“EA”) For Project Development, Monitoring and Control for the Construction of Technology Centre Building at A-180, Industrial Estate, Peenya - 1<sup>st</sup> Stage, Bengaluru-560058*

### TERMS OF REFERENCE (TOR)

#### 1.0 THE PROJECT

##### 1.1 General Information

The National Small Industries Corporation Ltd (NSIC), A Government of India Enterprise, henceforth called as “Owner” proposes to construct a Technology Centre Building at A-180, Industrial Estate, Peenya -1st Stage, Bengaluru-560058.

For construction of Technology Centre Building at A-180, Industrial Estate, Peenya - 1st Stage, Bengaluru-560058, NSIC intends to appoint an Executing Agency (“EA”) of repute with sufficient resources and experience for Project Development, Monitoring and Control for the work of construction of Technology Centre Building. The “EA” is expected to complete the project on Deposit Work basis conforming to the highest quality standards and shall adhere to time and cost management systems, within stipulated time frame and allocated budget for the project.

##### 1.2 Requirements:

Salient features of the proposed project are given as under:

###### a) Requirements:

Project Development, Monitoring and Control for the Construction of “Technology Centre Building”, a state of the art building at A-180, Industrial Estate, Peenya -1<sup>st</sup> Stage, Bengaluru-560058.

###### b) Proposed Building:

- i) The proposed Building would be a modern structure combining aesthetics with utility complying with latest National Building Code (NBC) norms. The Building will be HVAC, keeping in view the requirement of IS: 1893 (latest) designs of buildings for earthquake forces (including micro-zoning), environmental concerns & solar lighting for outdoor lighting, roof top solar PV system, adequate parking, easy circulation and flexibility in terms of space utilization, 100% power back up through DG Sets and adequate fire detection & fighting measures. The proposed building shall be planned to achieve minimum Three Star “Green Rating for Integrated Habitat Assessment (GRIHA) Rating as stipulated by Ministry of New & Renewable Energy (MNRE), Govt. of India.

ii) No of Floors : Four Floors (Ground + Three) plus single basement

iii) Built-up Area : 1992.78 Sqm (excluding basement)

iv) The proposed building shall further include internal & external electrical works, Lift(s), road networks, street lighting, water supply and drainage systems, storm water drainage, horticulture and landscaping works, rain water harvesting system etc. in accordance with the applicable norms, Development Control Regulations and building bye-laws of Karnataka State.

v) A Preliminary Conceptual Site Plan is enclosed as **Annexure H**.

**c) Other requirements:**

- i) The land use of the project site is Industrial. Now, to meet the requirements of the activities as mentioned above to be conducted from the proposed building, the EA shall be required to take up the construction work of the building with development of common and open area on deposit work basis by engaging a contractor.

The EA shall prepare the master plan of the complex (if required) and the building drawings of the proposed project. It shall be the responsibility of the EA to obtain approval of the master plan and/or building drawings from all relevant local bodies and statutory authorities, such as Bruhat Bengaluru Mahanagara Palike (BBMP), Bangalore Development Authority (BDA) / Local Planning Authority, Bangalore Water Supply and Sewerage Board (BWSSB), Karnataka State Small Industries Development Corporation Ltd (KSSIDC), Karnataka State Fire and Emergency Services Department, Airport Authority of India (AAI), State & Central Environment Departments, Karnataka State Pollution Control Board (KSPCB), the concerned local DISCOM (BESCOM), or any other statutory authority as applicable, which are necessary for commencement of construction works at site and for completion of the project in all respects. The proposed Building should be Persons with Disabilities (PwD) friendly.

- ii) The EA shall also provide professional, objective and impartial advice and at all times hold the owner's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

**d) Land Area**

Area of Plot on (approx.) which construction to be Undertaken	1014.39 Sqm
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### 1.3 SCOPE & OBJECTIVES OF THE WORK

The main scope of the work includes:

- a. Execution of the Project.
- b. Work Programme : which shall distinguish clearly between the phases of :

1. Pre-Contract work Phase:
  - i. Project Conceptualization, Planning including Soil Investigation, Preparation of Design & Structural Drawings of the proposed building and getting the design & drawing vetted from a reputed Govt. Engineering College/ Institute like IIT/NIT/ Central University, obtaining approvals from local/ statutory authorities etc. as required before commencement of construction.
  - ii. Preparation of Detailed Specification, Bill of quantities and detailed estimate, contract documents, invitation of tenders.
  - iii. Selection for contractors/suppliers/specialized agencies on Fixed Rate Contract basis.
2. Construction Phase: Project Execution and Management
3. Obtaining necessary Service Connections/ Completion/ Occupancy Certificates/ GRIHA Rating Certificate and Defects Correction Phase

For each phase, the program shall include an organization chart, an activity Bar Chart and a staffing schedule, consistent with the construction contract/information enclosed as a part of RFP document.

#### 1.4 TERMS OF REFERENCE

##### a) DEFINITIONS

Unless the context otherwise requires, the following terms wherever used in this document have following meanings:

- (i) “Agreement” means an agreement executed by the Parties, together with all documents/Appendices attached hereto.
- (ii) “Applicable Law” means the provision of Indian Laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
- (iii) “Approval” means approval in writing by the designated officer(s) of the “Owner” for that purpose.
- (iv) “Assignment” means the work to be performed by the Executing Agency (“EA”) for the purpose of the project as per the Description of requirement given above in clause 1.2 of Section-5 (TOR) of this RFP document.
- (v) “CTE” i.e. Chief Technical Examiner’s Organization means the technical wing of the Central Vigilance Commission (India)
- (vi) “Competent Authority” means the Chairman-cum-Managing Director (CMD) of “Owner”/NSIC and his successors.

- (vii) “Contractor(s)/Supplier(s)/Vendor(s)” means any person or entity who are employed by Executing Agency for execution of the “Project” on behalf of the “Owner”.
- (viii) Corrupt practice means the offering, giving, receiving soliciting of anything of value to influence the action of a public official in the Agreement execution.
- (ix) “Data Sheet” means a portion of Section-2 (Information To Bidders) as contained in this RFP document.
- (x) “EA” means the “Executing Agency” appointed for the job.
- (xi) “Government” means the Government of India.
- (xii) “LCS” means Least Cost Selection method for Selection of Executing Agency
- (xiii) “Owner” means the “The National Small Industries Corporation Limited”.
- (xiv) “Party” means the “Owner” or the Executing Agency (“EA”), as the case may be, and “Parties” means both of them.
- (xv) “Personnel” means persons hired/deployed by the Executing Agency (“EA”) as employees of Executing Agency and assigned to the performance of the Services or any part thereof.
- (xvi) “Third party” means any person or entity other than the “Owner” and the Executing Agency, whose services are availed or required for the said project.
- (xvii) “TOR” means “Terms of Reference” as contained in Section-5 of this RFP document.

## **b) GENERAL**

- (i) These Terms of Reference shall be governed and construed in accordance with the Indian Laws.
- (ii) The “EA” shall be paid accepted agency charges (plus GST) only.

## **2.0 Expenditure incurred by “EA” on the following will be reimbursed to “EA” duly supported by Bills.**

- 2.1** Actual expenditure incurred on preparation of master plan of the complex (if any) and testing of materials required for quality control of works not attributable and recoverable from the Contractors.
- 2.2** Legitimate expenses in getting approvals of any type from statutory authorities, if required.

- 3.0** The Executing Agency (EA) shall obtain prior written approval from the National Small Industries Corporation (NSIC) in respect of any variation in the scope of work of the EA or the Contractor, including but not limited to extensions of time etc. In the event such prior approval is not obtained, any additional cost, expenses, or liability arising therefrom shall be borne solely by the EA and/or the Contractor to whom the work is awarded, without recourse to NSIC.

#### **4.0 RESPONSIBILITIES OF THE “EA”**

- 4.1 The responsibilities of the “EA” shall include preliminary survey, preparation of master plan of the Complex (if required), preparation of building drawings by complying with National Building Code (NBC) norms/ local building bye-laws and getting the same approved from statutory authorities, as applicable, soil investigation, survey, submission of minimum three conceptual plans of the proposed building with “Walk Through” presentation based on any one conceptual plan as per the owner’s direction. The “EA” will prepare structural designs considering the prevailing BIS codes and relevant engineering practices and get the said structural drawing & design vetted from a reputed Govt. Engineering College/ Institute like IIT/NIT/Central University. The ‘EA’ shall supply all drawings, designs, estimates and bills of quantities, details of phasing of building and rendering advice. “EA” will also submit comprehensive planning schedule for project management within one month from the date of start of work.
- 4.2 In furtherance to the award of work and in order to comply with the terms and conditions of this Terms of Reference, the “EA” may engage the consultants for the purpose of drawing up of the concept plan of the project as also the finalization of the designs, drawings and specifications along with detailed estimates of the project based on the prevalent cost i.e. cost of the materials, labour wages and construction equipment, soil investigation, vetting of structural design & drawing from a reputed Govt. Engineering College like IIT/NIT/ Central University survey, cost of model, submission of minimum three conceptual plans on any of the proposed building with “Walk Through” presentation based on any one conceptual plan as per the owner’s direction, etc. and all such expenses shall be borne by “EA”, which is not reimbursable by the Owner.
- 4.3 “EA” will submit at least three architectural concept plan designs with “Walk Through”, colored perspective views and make presentation based on any one conceptual plan as per owner’s direction and after getting approval of the same from the owner, “EA” will prepare drawings, specifications, BOQ and detailed estimate based on the CPWD Schedule of Rates with updated cost indices. The proposed Building shall be planned to achieve Three Star “Green Rating for Integrated Habitat Assessment (GRIHA)” Rating as stipulated by Ministry of New & Renewable Energy (MNRE), Govt. of India. “EA” will submit the detailed estimate in accordance to approved conceptual plan to the Owner for approval. The “EA” will prepare structural designs considering the prevailing BIS codes and relevant engineering practices. Responsibility for correctness/ accuracy of design and drawings will rest with “EA”. The “EA” shall ensure that the specifications to be followed for the work shall be generally in line with the standard CPWD specification and latest BIS specification and codes of practices as corrected up to the date of signing of the agreement. These estimates shall be taken as indicative cost.

- 4.4 “EA” shall forthwith take possession of the site from the “Owner” and shall nominate a team leader for executing the project, who shall be a responsible and experienced engineer. “EA” shall inform the name of the engineer at the time of submission of the estimate.
- 4.5 “EA” after having taken possession of the site/ premises shall forthwith explore the site for the presence of underground utility/ services, if any. In case any underground utility/ services are found at site which may in the opinion of “EA”, hinder the actual construction work then “EA” shall arrange to get the same diverted in coordination with the concerned local authority during the Pre-contract work phase so that the construction phase is not affected/ delayed. The actual cost incurred in shifting/ diverting of such underground utility/ services shall be reimbursed to the “EA” on production of receipts thereof from the concerned local authority. However, such diversion/ shifting works of utilities shall not be eligible for payment of any agency charges to “EA”.
- 4.6 “EA” shall be responsible to get water, sewer and electricity connection to the building.
- 4.7 “EA” shall give in writing the budgeted cash flow of the funds required in proportion to the work to be done during the year as required by the “Owner” from time to time. Otherwise “Owner” will not be responsible for delay in payment.
- 4.8 In case it is anticipated that the quantity (ies) of any items will undergo substantial variations due to change in design/specifications of any item due to site conditions or by any decision of the “Owner” which leads to increase in the detailed estimated cost as per clause No. 4.3 above, the “EA” shall immediately bring the same to the notice of the “Owner” and obtain written approval from the “Owner” thereof. “EA” shall also furnish full details and justifications supported by reasons for anticipated excess of quantities and expenditure thereof on works over the initial estimate given above.
- 4.9 However, during execution of the work if the anticipated cost exceeds the detailed estimate, depending upon any change in the constituents and their cost based on which the original estimate was prepared. “EA” shall submit revised estimates along with justification to the “Owner” and obtain its prior written approval of the revised estimate before incurring further expenses.
- 4.10 “EA” shall ensure that the contractor(s) deployed by it for the Construction as contemplated in this “Terms of Reference” comply with all the environmental norms for mitigation & prevention of air, noise and water pollution as per the norms of Central/ State Pollution Control Board/ NGT orders/ Court orders/Any other Central or State Govt. Body orders, as applicable.
- 4.11 After obtaining approval of the detailed cost estimate from the “Owner”, “EA” shall prepare the Notice Inviting Tender (NIT) for the purpose of inviting tenders from the contractor(s).

- 4.12 “EA” shall follow the standard CPWD contract forms for item rate tenders/ percentage rate tenders and CPWD general Conditions of Contract with suitable modifications approved by the Competent Authority of the “EA”. If any other contract form is to be followed, the same shall be discussed with the “Owner” and got approved in principle in writing before its issue. “EA” shall also insert a “Risk & Cost” Clause in the above contract form.
- 4.13 The “EA” shall be responsible for the structural safety of construction and proper workmanship. It will be the responsibility of “EA” to ensure that the work is executed strictly in accordance with the approved technical specifications and adopting effective quality control measures for the same.
- 4.14 “EA” shall follow proper purchase procedure for award of various works and shall comply with CVC guidelines and circulars issued time to time / provisions of DoE Procurement Manuals/Internal Procurement Manual of the EA as applicable in this regard. “EA” shall invite tender(s) either through the CPPP portal or any other suitable Guidelines for Compliance to Quality Requirements of eProcurement (GCQE) compliant portal. “Owner” shall nominate two representatives to be a part of the tender committee constituted by “EA”. The representatives of the “Owner” will attend proceedings of the tender committee at appropriate stage for finalization of the tenders and recommendations thereof. All details of accepted tenders shall be furnished by the “EA” to the “Owner”.
- 4.15 “EA” shall award the work(s) to the contractor(s) within the approved estimates with the approval of the “Owner” on firm rate contract basis (without any escalation) including all services. Simultaneously the process for placing orders for long delivery items such as lifts, D.G sets, Distribution Panels etc. shall be commenced by “EA”. The contractor/vendor/ supplier shall submit the bills to “EA”, raised in the name of “Name of Executing Agency”-A/c NSIC, Construction of Technology Centre Building at Bengaluru.”
- 4.16 “EA” will make its best endeavor to reduce the cost of construction by any change/ substitution of specifications, construction methodology, value engineering or any innovative or economical design. Such reduction in the cost of construction shall be made with the prior written approval of the “Owner” without affecting/ prejudicing or endangering in any way the safety or security of the building.
- 4.17 The “EA” shall perform the services and carry out their obligation hereunder with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advance technology and safe and effective equipment, machinery, materials and methods. The “EA” shall always act, in respect of any matter relating to this document, or to the services, as faithful advisor to the “Owner”, and shall at all times support and safeguard the Owner’s interests in any dealing with contractors or third parties.
- 4.18 Before commencement of the works the “EA” shall ensure that the necessary insurance covers of the works, property, persons or any person as per law are taken

in time by the contractor/sub-contractor/suppliers/vendors till the project is handed over to the “Owner”.

The “EA” shall indemnify the “Owner” from any claims or damages or losses or from any liability whatsoever on the above account.

- 4.19 “EA” shall deduct 5% from every bill raised by contractor(s) for execution of works as Retention Money. The said Retention Money shall be retained in the deposit bank account maintained by “EA” and shall disclose the amount in the statement of Account submitted to the “Owner”. The Retention Money shall become due and payable to contractor(s) after 12 months from completion of all works under the scope of contract or expiry of the defect liability period or validity of agreement whichever is later. However, the contractor may substitute the 50% of Retention Money by Bank Guarantee/ Insurance Surety Bond after the completion of the work.
- 4.20 “EA” shall be solely responsible for obtaining the required Labour Registration as “Principal Employer” in its name from the Labour Department for all the contractor(s) to be deployed by them for the proposed construction work.
- 4.21 The “EA” shall submit a ‘Preliminary Estimate (PE)’ based on latest CPWD Plinth Area Rates (PAR), within 3 days from the date issuance of Letter of Award to “EA” for approval by NSIC.

#### 4.22 QUALITY CONTROL AND QUALITY ASSURANCE

- 4.22.1 “EA” shall ensure that the quality of work is executed as per specified specifications and norms such as CPWD specifications with updated correction slips, BIS code, National Building Code, other specifications of Manufacturers/suppliers as specified for the project. The “Owner” however, shall be at liberty to specify the quality and standard of materials to be used in the construction work and the “EA” is bound by such directions. “EA” shall ensure routine testing in respect of cement, reinforcement/structural steel, Coarse & fine aggregates, cube tests of concrete, and other construction materials/ hardware is carried out by the contractor(s)/supplier(s) as per BIS/CPWD specifications in recognized laboratory/institution and obtain copies of the test results and maintain a proper record which can be inspected and copies may be obtained on demand by the “Owner”.
- 4.22.2 Technical cell of “EA” shall also carry out periodic inspection/technical examination to ensure that the work carried out is of the specified quality and maintain proper record of test result and reports for inspection by the “Owner”.
- 4.22.3 The “Owner” shall however, be at liberty to appoint their advisor/ consultant/ technical person for coordination, to advise and oversee the project and his advice shall be followed by “EA”.
- 4.22.4 The “Owner” reserves the right to get the work technically checked/examined by its own officers or by any independent Government/Private agency.

4.22.5 The work will also be subject to the technical audit by the office of the Chief Technical Examiner (CTE) and it will be responsibility of “EA” to comply with all requirements. “EA” will be solely responsible for reply of any queries/clarifications required by CTE with regard to quality of work and purchase procedure followed by “EA”.

#### 4.23 PAYMENTS/DEPOSIT

- i) The “Owner” shall make the payments/deposits to “EA” by transfer of funds in a Designated Bank Account for the Project (in a Nationalized/Scheduled commercial bank) to be opened by the “EA” in the name of “Name of Executing Agency”-A/c NSIC, Construction of Technology Centre Building at Bengaluru.”
- ii) Any interest accrued in the bank account as referred at 4.23 (i) above shall be passed on to the “Owner”. “EA” will however ensure that the amount deposited in the bank as per above clause in the name of “EA” along with the interest accrued thereon shall be utilized only for the purpose of construction of this project.
- iii) In case it is observed that the amount deposited (along with the interest accrued thereon) by the “Owner” has been diverted by the “EA” to other works, and or any other purpose, further payment shall not be released by the “Owner”, until the quantum of work executed is brought/completed in proportion to the extent of payments already released.
- iv) An ‘Initial Deposit’ of 10% of the ‘Preliminary Estimate’ of the project approved by NSIC will be deposited by “Owner” after written submission of advice of “EA” against furnishing of unconditional Bank Guarantee (BG) issued by any Nationalized/Scheduled Commercial Bank or Insurance Surety Bond by “EA”. However, NSIC reserves the right to increase or decrease the amount of ‘Initial Deposit’ and the “EA” shall submit the unconditional Bank Guarantee (BG) issued by any Nationalized/Scheduled Commercial Bank or Insurance Surety Bond equal to the amount of ‘Initial Deposit’. The said ‘Initial Deposit’ shall be deposited in the Designated Bank Account for the Project.

Subsequent funds will be transferred against the duly certified running bills raised by the “EA” on the “Owner” as per actual work executed at site. The final bill, however, shall be adjusted only after completion of the work in all respect duly certified by “EA”. The “Owner” shall have full powers to verify the entries recorded in Measurement Books. The said BG/ Insurance Surety Bond submitted by the “EA” shall be kept renewed till the completion & handing over of the project to the “Owner”.

- v) The “Owner” shall ensure that sufficient balance in the designated account is maintained subject to regular and timely submission of running/ final bills by the “EA”, so that work does not suffer on account of funds. The release of funds shall be as per the duly certified running/ final bills raised by “EA”.

- vi) The “EA” shall submit monthly Statement of Accounts supported by certified paid bills of Contractors / specialized agencies/suppliers/vendors for adjustment from the funds deposited with the “EA”. However, the “Owner” reserves the right to get the same checked/audited by its own officers or by an independent Government/Private agency.
- vii) Agency charges payable to “EA” shall be paid directly by “Owner” and the same will not be adjusted from funds deposited with “EA” subject to deduction of Retention Money as per clause 5.3 hereinafter within 4 (four) weeks after receipt of bills from “EA”.
- viii) The schedule for accrual of the Agency Charges payable to “EA” is given as under:-
  - a) 5% on submission of comprehensive planning schedule for project management and architectural concept plan.
  - b) 7.5% on submission of building plans to local/ statutory bodies.
  - c) 7.5% on submission of structural drawings, specifications and detailed cost estimates.
  - d) 10% on awarding work to the selected contractor after following established Purchase Procedure of “EA”.
  - e) Balance agency charges shall be paid commensurate with the value of work executed. From each running bill for agency charges, 30% of the bill amount shall be adjusted towards amounts earlier released as per clause (a) to (d) above.
  - f) The payment at stage (a) to (d) shall be based initially on approved estimate. The payment at stage (e) shall be based on gross value of the certified work.
  - g) The lump sum agency charges awarded to the EA shall remain fixed irrespective of amount of completion cost of the project. The charges payable to the Executing Agency (EA) shall be restricted to the charges as originally quoted and accepted under the contract. No escalation, variation, or additional charges shall be admissible on account of contract variations, extensions of time, or any other circumstances whatsoever.
  - h) Payment shall be deposited in the Designated Bank Account for the Project to EA through PFMS as per Govt. Guidelines. The agency charges shall also be paid to the “EA” through PFMS as per Govt. Guidelines.

#### 4.24 TIME OF COMPLETION

- 4.24.1 The “EA” shall submit the execution schedule with a completion period not exceeding 13 months (including planning & construction).

4.24.2 The time shall be the essence of the contract, “EA” shall get the entire work completed in all respect by deployed contractors for and on behalf of the “Owner” within agreed execution schedule as referred in clause 4.24.1 above and handover the project in finished condition to the “Owner” from the date of the start of the work which shall be reckoned after 15 days from the date of handing over the site by the “Owner” to “EA” or date of signing of the agreement, whichever is later. If there is a delay in execution of work due to any unforeseen circumstance, the contract period will be extended accordingly.

4.24.3 In case of delay, which may occur due to the reasons beyond the control of “EA”, “EA” would approach the “Owner” with full details for extension of time limit for completion of the works. “Owner” reserves its right to take the appropriate decision on the merit of the case for Extension of Time (EOT).

4.24.4 On completion of the project the “EA” shall:

- i) Submit a final statement (for the complete project) along with original final bills of the contractors/suppliers/vendors etc. audited by a Chartered Accountant for settlement, and refund the excess deposit (if any) received by “EA”, “Owner” reserves the right to get the work and payments made and audited by its own officers or an independent government/ private Agency. After adjustment of the entire amount deposited by the “Owner”, any balance left in the Designated Bank Account for the Project shall be paid to the “Owner”. Thereafter, the Designated Bank Account for the Project will be closed with the approval of the “Owner”.
- ii) “EA” shall submit to the “Owner” all original guarantee/ warranty papers related to the specialized work such as anti-termite works, water-proofing works executed/ installed in respect of the project, as applicable. “EA” should also ensure that such guarantee/ warranty papers are transferred in the name of “Owner” if the period of cover is beyond the defect liability period.
- iii) On completion of the work, “EA” shall ensure to clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole site and works clean and in perfect condition to the satisfaction of the “Owner”. The “EA” will vacate the field office within two months of handing over of the project to “Owner” otherwise rent @ 200% per month of the prevailing market rate in the area will be charged from “EA”. However, the “Owner” shall provide an office to “EA” during defect liability period.
- iv) The “EA” shall hand over the project complete in all respect to the authorized representative of the “Owner” through its Authorized

representative. The handing over document should be signed by representatives of both the Parties.

- v) Submit one Soft /five Hard Copies and one Reproducible Tracing Film (RTF) or soft copy in AutoCAD format of “As built drawings” with final executed bills of quantities along with copies of detailed measurements.
- vi) Obtain the completion /occupancy certificate from the concerned authority (ies) as per requirement and also obtain the GRIHA certification as per MNRE, Govt. of India guidelines and submit a completion report in duplicate with one Soft /five Hard Copies and one RTF and maintenance schedules to the “Owner”

4.25 “EA” shall waive and agree not to Claim any lien against the work or the property on which it is performed. “EA” shall obligate its contractors and Vendors not to claim any such lien. “EA” and its contractors and vendors shall pay or cause to be paid when due, all bills for labour, materials, equipments or Services connected with the work, and shall not claim any lien or permit any lien to be asserted or claimed maintained against the project or any funds or Land involved in the project.

4.26 If any lien or encumbrance is asserted or claimed maintained in violation of clauses mentioned in RFP document/ Agreement, “EA” shall promptly proceed to have it removed. If “EA” fails to remove any such lien or encumbrance, then “Owner” may, but without obligation to do so, do everything necessary to have the lien or encumbrance removed, and “EA” shall pay all costs including legal fee incurred by “Owner” in connection therewith.

4.27 “EA” shall ensure that the title to all materials and supplies/delivered by contractor, together with all improvements and appurtenances constructed or placed by contractor, is free from any claims, lien, security, interest or charges.

#### 4.28 **INSURANCE:**

Before commencement of the works the “EA” shall ensure all that the necessary insurance covers of the works, property, persons or any person as per law are taken in time by the contractors/sub-contractors and labour contractors. The “EA” shall indemnify the “Owner” from any claims whatsoever on the above account.

#### 4.29 **DAMAGE TO PERSONS OR PROPERTY:**

4.29.1 “EA” shall ensure by inserting suitable clauses in the works contract with Contractor that (except and in so far as this Terms of Reference provides otherwise) the “Owner” get indemnified against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction of the project or in relation thereto.

- 4.29.2 “EA” shall ensure by inserting suitable clauses in the works contract with Contractor the observance of all Labour Codes, Industrial, Provident Fund, Gratuity and other laws applicable in the matter and shall get the “Owner” indemnified against the liability or damages or losses arising on observance of any such laws.

## 5.0 RIGHTS AND RESPONSIBILITIES OF THE “OWNER”

- 5.1 The “Owner” shall deposit an ‘Initial Deposit’ in the Designated Bank Account for the Project as per clause 4.23 (i) in accordance with clause 4.23 (iv) above. However, the subsequent funds will be transferred in accordance with the clause No. 4.23 (iv) and against submission of statement of accounts for amount paid to contractor(s)/ suppliers / vendors / specialized agency etc. from the funds deposited with “EA” for execution of the project supported by trial balance for the month, copies of certified paid bills and statement of bank account and other relevant documents in support of payment made by “EA” in that month, subject to conditions mentioned in the clause 4.23 (iv).
- 5.2 The “EA” shall submit monthly statement of account in the format approved by “Owner” supported by duly checked and certified copies of paid Running Account Bills (RAB) of Contractors and original bills of specialized agencies/suppliers/vendors and in case of pre-final and final bills of the contractor(s) original certified paid bills will be submitted to the “Owner” along with statement of accounts for adjustment. All bills pertaining to the above project in the name of “Name of Executing Agency”-A/c NSIC, Construction of Technology Centre Building at Bengaluru.” to be submitted to “Owner” for adjustment from the funds deposited with the “EA”. However, the “Owner” reserves the right to get the same checked/audited by its own officers or an independent Government/Private agency.
- 5.3 The “Owner” shall withhold 5% of the amount from every invoice / bill of agency charges claimed by “EA”, as Retention Money. 50 % of the total Retention Money shall be released to “EA” on the completion of all works under the scope of contract after completion and handing over the complete work in all respects and balance 50% (in the form of unconditional bank guarantee) of total retention money shall be released on completion of the defect liability period as per clause 11.0 or extended validity of agreement whichever is later. The said bank guarantee shall be kept renewed by the “EA” upto expiry of the defect liability period or validity of agreement whichever is later.
- 5.4 If in the interest of work, any items or materials are required to be procured much in advance, any extra amount required for the purpose shall be decided by the “Owner” in consultation with “EA” and paid in addition to deposit amount. The “Owner” shall endeavor to release all such amounts within 30 (thirty) days from the date of receipt of such written request from the “EA”.
- 5.5 The “Owner” will furnish hardcopy of layout plan of the plot.

- 5.6 The “Owner” will nominate a suitable Officer as the Coordinating Officer who shall perform the duties.
- 5.7 The “Owner” will hand over possession of land / Site to the “EA”.
- 5.8 The “Owner” will communicate their decisions whenever referred to, within 15 working days of such a request from the “EA”.
- 5.9 The “Owner” shall pay the Agency charges to the “EA”, in line with the agreed payment schedule.
- 5.10 The “Owner” shall not be responsible for any liability arising out of EA’s contractual obligations with the EA’s architects, contractors, personnel, Sub-EAs, licensors, collaborators, vendors and subordinates etc who are engaged by the “EA” and whose remuneration / fees are paid by the “EA” from his Agency charges. No liability should be fasten upon the “Owner”.

## 6.0 TAXES

“EA” shall deduct Income Tax or any other tax from the Contractor’s bills/Suppliers bills as per statutory obligation and arrange to deposit the recovered amount with the concerned Tax Authority. “Owner” will have no responsibility either for recovery of tax or deposit the tax with the concerned authorities and for issuance of tax deduction certificate for such deposit of taxes, duties etc. “EA” shall also keep the “Owner” indemnified from any consequences whatsoever which may arise due to delay/non-payment of the same and the “Owner” will not bear any expenditure whatsoever on this account.

Tax at source shall be deducted by “Owner” towards Income Tax, GST and any other tax as required by law, from the amount paid/ payable (including agency charges) to “EA”. “Owner” shall issue tax deduction certificate for such deposit of taxes.

## 7.0 LIQUIDATED DAMAGES

- 7.1 “EA” shall be liable to complete the work within stipulated period as mentioned in this document subject to condition stipulated in Para 4.24.
- 7.2 In case of delay due to default on part of deployed Contractors beyond the stipulated completion date (as per contract to be entered between the “EA” and the Contractors), the Executing Agency shall ensure recovery of compensation (not amounting to penalty) on behalf of “Owner” at the rate of not exceeding 0.5 % (half percent only) of the contract value per week subject to maximum of 10% (ten percent only) of contract value for reasons of delay attributable to the contractors. However, for justified extension of time granted by the “EA” and duly accepted by the “Owner” for reasons beyond the reasonable control of the Contractors, no compensation for delay shall be recovered by the “EA” for such extended period from the deployed Contractors.

- 7.3 Any compensation levied by “EA” due to non-fulfillment of any clause of the Agreement by the contractor or any such recovery from the contractor/suppliers/vendors for bad work or for any other reason whatsoever shall also be passed on to the “Owner”.
- 7.4 In case of delay due to default by “EA” against activities required to be executed by the “EA” (other than actual work by Contractor), “EA” shall be liable to pay the “Owner” compensation (not amounting to penalty) at the rate of not exceeding 0.5% (half percent only) of the total fee of the “EA” per week of delay subject to maximum of 10% (Ten percent only) of the total fee for reasons attributable to “EA”. However, for justified extension of time granted by the “Owner” for reasons beyond the reasonable control of “EA”, no compensation for delay shall be recovered by the “Owner” for such extended period from the “EA”.
- 7.5 “EA” shall insert a suitable clause in the agreement with the Contractors that if contractor is able to complete the work before expiry of the stipulated period, the “Owner” may give an incentive to the contractor to the maximum of 0.1% (zero point one percent) of the completed cost of the work per week subject to a maximum of 0.25% (zero point two five percent) of the awarded cost or actual completion cost, whichever is less.

## 8.0 Termination

The agreement may be terminated by the either party due to following reasons:-

- a) If the “Owner” / “EA” fail to comply with any final decision reached as a result of dispute settlement pursuant to Clause 13 hereof.
- b) “EA” shall refund to “Owner” the unutilized amount lying in the Bank Account and the amounts unaccounted for at the time of termination of agreement.
- c) If, as a result of Force Majeure, the “EA” / “Owner” fails to perform a material portion of the assignment for a period of not less than 30 (thirty) days.
- d) In case there is any change in the Constitution of the “EA”, the details will be promptly communicated to the “Owner”. In case the “Owner” is of the opinion that this will affect the Performance of the “EA” under this Agreement, the “Owner” shall be entitled to terminate this Agreement after giving due notice of 30 (thirty) days and entrust the work to some other Agency.
- e) If the “EA” fail to remedy a failure in the performance of their obligations within thirty (30) days of receipt of such notice within such further period as the “Owner” may have subsequently approved in writing. However, all plans, drawings, specifications, designs, report and other documents prepared by the “EA” in performing the project shall become and remain the property of the “Owner” including the equipment and materials, if any, purchased by the “EA” with funds provided by the “Owner” shall be handed

over to the “Owner” by the “EA” in working condition.

- f) If the “EA” become insolvent or bankrupt or enter into any agreement with their creditors for relief or debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- g) In case the funds deposited by the “Owner” are diverted to other works or for any other purpose.
- h) If the “EA” in the judgment of the “Owner” has engaged in corrupt or fraudulent practices in competing for the work or in executing the Agreement.
- i) In case of delay in execution of works for reasons attributable to “EA”, after assigning reasons in writing and by giving thirty day’s notice to “EA”.

In case of the Termination the “EA” shall not be entitled to claim any fees or compensation. Upon such termination, Retention Money already recovered from the “EA” as per clause No. 5.3 above and Performance Security as per clause No. 15 hereunder shall be liable to be forfeited and shall be absolutely at the disposal of the “Owner”. On termination of the agreement, the “Owner” shall take such whole, or balance or part of the work, as shall be unexecuted out of EA’s hand and give it to another Agency at the risk and cost of the “EA” to complete the work. The “EA”, whose contract is terminated as above, shall not be allowed to participate in the tendering process of the balance work.

## 9.0 CONFIDENTIALITY:

The Executing Agency, the contractors or consultants and the personnel of either of them shall not, either during the currency of agreement or within two (2) years after the expiration of this agreement, disclose any information relating to the project, this agreement or the Owner’s business or operations without the prior written consent of the “Owner”

## 10.0 FORCE MAJEURE

### 10.1 Definition

- a) For the purpose of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of Parties, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably impossible in the circumstances and includes, act of God or the public enemy expropriation or confiscation of facilities by Government Authorities or in compliance with any order or request of any Government Authorities but is not limited to, war, riots, rebellion, sabotage, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub Consultants or agent or employees nor (ii) any event which a diligent party could reasonably have been

expected to both (A) take into account at the time of the conclusion of Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder:

- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

## 10.2 Measures to be taken

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

## 10.3 Consultation

Not later than thirty (30 days) after the "EA", as a result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

## 10.4 Extension of Time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

## 11.0 DEFECT LIABILITY PERIOD

- 11.1 The "EA" shall ensure rectification of any defect (s) in the completed work within the defect liability period, which shall be for a period of 12 months from the date of completion certificate issued by the "EA" to contractor(s)/ supplier(s)/vendor(s) etc.
- 11.2 Life Cycle Cost- The contractor (to be engaged by the "EA") shall be responsible for safety, quality and soundness of the Building including structural elements beyond maintenance/ defect liability period. The contractor shall have obligation to rectify such defects minimum up to 5 (five) years from the date of completion of work.
- 11.3 Any defects discovered and brought to the notice of the "Owner" during the period aforesaid shall be got rectified by "EA" through contractors. In the event of failure on the part of "EA" to rectify the defects, the same may without prejudice to the

any other rights available under the provision of the law be, be rectified by the “Owner” for on behalf of “EA” and at the cost and expenses of the “EA”, after a notice thereof to “EA”

- 11.4 “EA” shall be fully responsible to defend any suits arising out of the project/ work between “EA” and its contractor(s)/ suppliers and for settling the Claims/disputes, if any, made by the Works Contractors, keeping the “Owner” apprised/advised of the same. Where there is disagreement between the “EA” and the Works Contractor, such disputes shall be settled through suit as provided for in the Works Contract between the “EA” acting for on behalf of the “Owner” as Agent and the Works Contractor. In cases where the Contractor resorts to settling his claims through a suit, the “EA” will defend the case. The legal expenses incurred by “EA” for defending Court Cases in connection with this work, shall be booked to the project cost as per actual based on the approved schedule of legal/ professional fee of the “EA”. However, no agency charges shall be paid to the “EA” on any claim amount passed by the Court in favour of Works Contractor(s).

Any amount becoming payable to the “EA” on account of counter claim, as a result of the order in respect of any suit between the “EA” and the contractor, shall be passed to the “Owner”.

## 12.0 NOTICE

Any notice to be given hereunder will be sent by speed post with acknowledgement due (AD)/courier/email at the last known registered and/or head office address of either Party and shall be deemed to have been served at the time at which the letter would be delivered in the ordinary course of post.

## 13.0 DISPUTE RESOLUTION BETWEEN “OWNER” AND EXECUTING AGENCY (“EA”)

- 13.1 Both the Parties agree to make a good-faith effort to resolve any disagreement arising out of, or in connection with, this RFP/Agreement amicably through mutual consultation and negotiation. Should the Parties fail to resolve any such disagreement within thirty (30) days, any controversy or claim arising out of or relating to this RFP/Agreement, including, without limitation, the interpretation or breach thereof. Failing this resolution, the dispute shall be resolved as per Clause 13.2 mentioned below.
- 13.2 In the event of any dispute or difference relating to the interpretation and application of the provisions of this RFP/Agreement OR its annexures between the Parties, such dispute/difference shall be taken up by either Party for resolution through AMRCD as mentioned in DPE OM No. DPE-02/0001/2023-AMRCD-FTS-13578 dated 08.12.2025.

## 14.0 REPORTS

The “EA” will prepare and submit the following reports to “Owner” on the format prepared by the “EA” and as approved by “Owner” (except for commencement report)

Sl No.	Report	Frequency	Due Date/Time	No. of Copies
1.	Commencement Report	One time	Within 15 days after commencement of services.	2
2.	Monthly Progress Report	Every month	10 <sup>th</sup> of the month	2
3.	Quarterly Progress Report	Every quarter	Within 10 days of commencement of following quarter	2
4.	Completion Report	One time	Within 15 days of completion of services/contract.	2

#### 14.1 Commencement Report

The Commencement Report shall contain the details of all meetings held with the “Owner” and the “EA” and the decisions taken therein, the resources mobilized by the “EA” as well as the EA’s perception in the monitoring and control of the project planning / design / construction activities.

#### 14.2 Progress Reports

The monthly and quarterly Progress Reports shall contain details of all meetings, coloured photographs, decisions taken therein, mobilization of resources (“EA” and the contractor), Detailed compliance report of each activity, progress and the projected progress for the forthcoming periods. The Report shall clearly bring out the delays, if any reasons for such delay(s) and the effective steps taken towards the corrective measures.

#### 14.3 Final Completion Report

The “EA” will prepare a comprehensive final completion report of the planning, designing, construction monitoring and control after completion of the work. The report shall incorporate summary of the method of supervision performed, problems encountered and solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the “Owner”.

### 15.0 PERFORMANCE SECURITY

The “EA” shall be required to submit an acceptable Bank Guarantee/ Insurance Surety Bond for an amount equivalent to 5% (five percent only) of the accepted Agency Charges towards Performance Security within 21 days of signing the Agreement. The performance security shall be refunded to “EA” after completion of defect liability period or extended agreement period whichever is later

The “EA” shall insert suitable conditions in the works contract in appointment of contractors to ensure that contractors/vendors should provide performance guarantee(s)/ Insurance Surety Bond/ Demand Draft/ Online Payment mode through NEFT/RTGS to the Executing Agency for 5% (five percent only) of the value of

work/supply orders awarded/placed on the contractors/vendor/supplier and specialized agency (ies) etc. engaged for the execution of project within 21 days from the date of the placement of the work/supply orders. A copy of the same shall be submitted to the “Owner”. The validity of the Bank Guarantee(s) shall cover the entire duration of the Agreement period plus the defect liability period and extended agreement period. The “EA” as well as “Owner” shall approve the format of the Bank Guarantee (s). The Bank Guarantee(s) shall be released after satisfactory completion of the defect liability period or extended agreement period whichever is later. If the bank guarantee is invoked, the amount shall be transferred in account of the “Owner” under intimation to the “Owner”.

## 16.0 CODE OF INTEGRITY FOR PUBLIC PROCUREMENT:

NSIC as well as Bidders and the Executing Agency (EA) should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) “Corrupt practice”: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) “Fraudulent practice”: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) “Anti-competitive practice”: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more Bidders, with or without the knowledge of NSIC, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) “Coercive practice”: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) “Conflict of interest”: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) Bidder from the NSIC with an intent to gain unfair advantage in the procurement process or for personal gain; and
- vi) “Obstructive practice”: materially impede the NSIC’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing

the investigation; or by impeding the NSIC's rights of audit or access to information;

**Punitive Provisions:**

Without prejudice to and in addition to the rights of NSIC to other penal provisions as per the bid documents or contract, if NSIC/Owner comes to a conclusion that a (prospective) Bidder/ Executing Agency directly or through an agent, has violated this code of integrity in competing for the contract or in executing the contract, NSIC/Owner may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement:
  - a) Calling off of any pre-contract negotiations; and
  - b) Rejection and exclusion of the Bidder from the procurement process
- ii) If a contract has already been awarded
  - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by NSIC;
  - b) Forfeiture or encashment of any other security or bond relating to the procurement;
  - c) Recovery of payments including advance payments, if any, made by NSIC along with interest thereon at the prevailing rate;
- iii) Provisions in addition to above:
  - a) Removal from the list of enlisted contractors/ consultants and banning/ debarment of the Bidder from participation in future procurements of NSIC/Owner for a period not exceeding two years;
  - b) In case of anti-competitive practices, information for further processing may be filed with the Competition Commission of India.

## 17.0 PROJECT REVIEW

- 17.1 The "Owner" shall constitute a Review Committee including representative of "EA" to review the quarterly progress of the activities of the deployed contractors.
- 17.2 The "Owner" shall constitute a review Committee to review the quarterly progress of the activities of "EA". The Review Committee will assess the performance of the "EA" and the various activities under the Firm/Fixed Rate Construction Agreements and suggest corrective measures, if required.

# SECTION - 6

## FORMATS

### ANNEXURE - A

#### PRO-FORMA OF AGREEMENT

This Agreement (hereinafter called the “Agreement”) is made on this ..... day of ....., 2026.

#### BETWEEN

The NATIONAL SMALL INDUSTRIES CORPORATION LIMITED, A Govt. of India Enterprise and a Govt. Company within the provision of Companies Act-1956 having its registered office at “NSIC Bhawan” Okhla Industrial Estate, New Delhi-110020 (Hereinafter called the “Owner”), on the one part,

#### AND

“Name of Executing agency”, incorporated under the provisions of Companies Act-1956 having its registered office at ..... (Hereinafter called the “Executing Agency” (“EA”) on the other part.

#### WHEREAS

a) The “Owner” intends to construct a Technology Centre Building at A-180, Industrial Estate, Peenya -1<sup>st</sup> Stage, Bengaluru-560058 as defined in this Agreement (hereinafter called the “Project”).

b) The “Owner” has appointed M/s. “Name of Executing agency” as the Executing Agency for Project Development, Monitoring and Control for the Construction of Technology Centre Building at A-180, Industrial Estate, Peenya -1<sup>st</sup> Stage, Bengaluru-560058 on Deposit work basis vide letter of award no: ..... Dated..... Annexed as Annexure\_\_\_\_\_

c) The Executing Agency (“EA”), having represented to the “Owner” vide their letter No. : ..... Dated .....that they have the required professional skills, personnel and technical resources have agreed to take up the assignment on the terms and conditions mentioned in the Request for Proposal (RFP) document annexed as Annexure “II” and Terms & Conditions set forth in the Agreement. (Hereinafter called the “Assignment”)

NOW THEREFORE the Parties hereby agree as follows:-

## CONDITIONS OF AGREEMENT

### 1.0 GENERAL PROVISIONS:

#### 1.1 Definitions

Unless the context otherwise requires, the following terms wherever used in this Agreement have following meanings:

- a) "Agreement" means an agreement executed by the Parties, together with all documents/Appendices attached hereto.
- b) "Applicable Law" means the provision of Indian Laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
- c) "Approval" means approval in writing by the designated officer(s) of the "Owner" for that purpose.
- d) "Assignment" means the work to be performed by the Executing Agency ("EA") for the purpose of the project as per the Description of requirement given above in clause 3.2 hereto;
- e) "CTE" i.e. Chief Technical Examiner's Organization means the technical wing of the Central Vigilance Commission (India)
- f) "Competent Authority" means the Chairman-cum-Managing Director (CMD) of "Owner"/NSIC and his successors.
- g) "Contractor(s)/Supplier(s)/Vendor(s)" means any person or entity who are employed by Executing Agency for execution of the "Project" on behalf of the "Owner".
- h) Corrupt practice means the offering, giving, receiving soliciting of anything of value to influence the action of a public official in the Agreement execution.
- i) "EA" means the "Executing Agency" appointed for the job.
- j) "Government" means the Government of India.
- k) "Owner" means the "The National Small Industries Corporation Limited".
- l) "Party" means the "Owner" or the Executing Agency ("EA"), as the case may be, and "Parties" means both of them.
- m) "Personnel" means persons hired/deployed by the Executing Agency ("EA") as employees of Executing Agency and assigned to the performance of the Services or any part thereof.
- n) "Third party" means any person or entity other than the "Owner" and the Executing Agency, whose services are availed or required for the said project.

1.2 Relations between the Parties

Nothing contained/referred herein shall be construed as establishing a relation of master and servant or of agent and principal, and as employee and employer between the "Owner" and the Executing Agency. The Executing Agency, subject to this Agreement, shall engage/deploy the personnel in order to complete the said project and the personnel engaged/deployed by the said Executing Agency shall be employee of the Executing Agency and not the employee of the "Owner" in any manner and the "Owner" shall not be in any way be liable for any kind of responsibility/liability including statutory liability for the said personnel and for the Executing Agency.

1.3 Law Governing Agreement

The Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of the Government of India.

1.4 Language

This Agreement has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement.

1.5 Headings

The headings shall not limit, alter or affect the meaning of this Agreement.

1.6 Notices

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice, request or consent shall deem to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or courier or e-mail to such Party at the addresses specified as under:

For the "Owner":

Attention: Senior General Manager,  
Estate Management & Development Vertical (EMDV)  
The National Small Industries Corporation Ltd.  
'NSIC Bhawan', Okhla Industrial Estate  
New Delhi - 110 020, INDIA.  
Telephone: 011-26926275, Extn :265  
email: [arunksingh@nsic.co.in](mailto:arunksingh@nsic.co.in)

For the Executing Agency:

Attention: .....  
.....  
.....

Telephone : .....  
email: .....

1.6.2 Notice will be deemed to be effective as follows:

- a) In the case of personal delivery or registered mail or courier on delivery;
- b) In the case of emails, (24) hours following confirmed transmission.

1.7 Location: A-180, Industrial Estate, Peenya -1<sup>st</sup> Stage, Bengaluru-560058.

1.8 Authorized Representatives

Any action required or permitted to be taken and any document required or permitted to be executed under the Agreement by the “Owner” or the Executing Agency to be taken or executed by the officials as under:

For the “Owner” : Senior General Manager (EMDV) or a designated / authorized officer of NSIC

For the Executing Agency : .....  
.....

**2.0 COMMENCEMENT, COMPLETION, MODIFICATION & TERMINATION OF AGREEMENT**

**2.1 Effectiveness of Agreements**

This Agreement shall come into force and effect on the date of signing of the Agreement.

**2.2 The Termination of Agreement for failure to become effective**

If work is not started under this Agreement on account of not starting the work by the “EA” within 15 days from the stipulated date of start of work, then the “Owner” may declare the termination of this Agreement by serving a 15 days written notice to the Executing Agency, and the Executing Agency in such events shall be liable for the delay in executing the work and loss caused to the “Owner”.

**2.3 Date of Start of Work**

The date of the start of the work shall be reckoned after 15 days from the date of handing over the site by the “Owner” to “EA” or date of signing of the Agreement, whichever is later.

## 2.4 Expiration of Agreement

Unless extended by mutual consent of both the “Owner” and the “EA”, this Agreement will be valid for an extended period of 60 days beyond the date when the Defects Liability Period for the Works Contract will expire. Before the expiry of the Time limit specified above, the “EA” shall arrange for the following to the extent they are under the control of the “EA”.

- i) Finalization of accounts and closing Works Contracts and furnishing 4 copies of finalized Accounts along with 4 copies of “As Built” drawings.
- ii) Handing over to the “Owner”, Guarantee Bond for Specialized Works and Insurance Policies on Works if any.
- iii) Settlement of Claims from the Works Contractor.

## 2.5 Termination

The agreement may be terminated by the either party due to following reasons:-

- a) If the “Owner” / “EA” fail to comply with any final decision reached as a result of dispute settlement pursuant to Clause 16 hereof.
- b) “EA” shall refund to “Owner” the unutilized amount lying in the Bank Account and the amounts unaccounted for at the time of termination of agreement.
- c) If, as a result of Force Majeure, the “EA” / “Owner” fails to perform a material portion of the assignment for a period of not less than 30 (thirty) days.
- d) In case there is any change in the Constitution of the “EA”, the details will be promptly communicated to the “Owner”. In case the “Owner” is of the opinion that this will affect the Performance of the “EA” under this Agreement, the “Owner” shall be entitled to terminate this Agreement after giving due notice of 30 (thirty) days and entrust the work to some other Agency.
- e) If the “EA” fail to remedy a failure in the performance of their obligations within thirty (30) days of receipt of such notice within such further period as the “Owner” may have subsequently approved in writing. However, all plans, drawings, specifications, designs, report and other documents prepared by the “EA” in performing the project shall become and remain the property of the “Owner” including the equipment and materials, if any, purchased by the “EA” with funds provided by the “Owner” shall be handed over to the “Owner” by the “EA” in working condition.
- f) If the “EA” become insolvent or bankrupt or enter into any agreement with their creditors for relief or debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- g) In case the funds deposited by the “Owner” are diverted to other works or for any other purpose.

- h) If the “EA” in the judgment of the “Owner” has engaged in corrupt or fraudulent practices in competing for the work or in executing the Agreement.
- i) In case of delay in execution of works for reasons attributable to “EA”, after assigning reasons in writing and by giving thirty day’s notice to “EA”.

In case of the Termination the “EA” shall not be entitled to claim any fees or compensation. Upon such termination, Retention Money already recovered from the “EA” as per clause No. 9.3 and Performance Security as per clause No. 18 hereunder shall be liable to be forfeited and shall be absolutely at the disposal of the “Owner”. On termination of the agreement, the “Owner” shall take such whole, or balance or part of the work, as shall be unexecuted out of EA’s hand and give it to another Agency at the risk and cost of the “EA” to complete the work. The “EA”, whose contract is terminated as above, shall not be allowed to participate in the tendering process of the balance work.

## 2.6 Confidentiality:

The Executing Agency, the contractors or consultants and the personnel of either of them shall not, either during the currency of agreement or within two (2) years after the expiration of this agreement, disclose any information relating to the project, this agreement or the Owner’s business or operations without the prior written consent of the “Owner”

## 2.7 Accounting, Inspection and Auditing

The Executing Agency (“EA”) shall keep accurate and systematic account and records of the assignment, in accordance with accepted accounting principles and in such form and details as clearly identified all relevant time charges and cost, and the basis thereof. The “Owner” or its designated representatives periodically and up to one year from the expiration or termination of this Agreement, shall have full right to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the “Owner”.

## 3.0 THE PROJECT:

### 3.1 General Information:

The National Small Industries Corporation Ltd (NSIC), A Government of India Enterprise, henceforth called as “Owner” proposes to construct a Technology Centre Building at A-180, Industrial Estate, Peenya -1st Stage, Bengaluru-560058.

For construction of Technology Centre Building at A-180, Industrial Estate, Peenya - 1st Stage, Bengaluru-560058, NSIC intends to appoint an Executing Agency (“EA”) of repute with sufficient resources and experience for Project Development, Monitoring and Control for the work of construction of Technology Centre Building. The “EA” is expected to complete the project on Deposit Work basis conforming to the highest quality standards and shall adhere to time and cost management systems, within stipulated time frame and allocated budget for the project.

### 3.2 Requirements:

Salient features of the proposed project are given as under:

#### a) Requirements:

Project Development, Monitoring and Control for the Construction of “Technology Centre Building”, a state of the art building at A-180, Industrial Estate, Peenya -1<sup>st</sup> Stage, Bengaluru-560058.

#### b) Proposed Building:

- i) The proposed Building would be a modern structure combining aesthetics with utility complying with latest National Building Code (NBC) norms. The Building will be HVAC, keeping in view the requirement of IS: 1893 (latest) designs of buildings for earthquake forces (including micro-zoning), environmental concerns & solar lighting for outdoor lighting, roof top solar PV system, adequate parking, easy circulation and flexibility in terms of space utilization, 100% power back up through DG Sets and adequate fire detection & fighting measures. The proposed building shall be planned to achieve minimum Three Star “Green Rating for Integrated Habitat Assessment (GRIHA) Rating as stipulated by Ministry of New & Renewable Energy (MNRE), Govt. of India.
- ii) No of Floors : Four Floors (Ground + Three) plus single basement
- iii) Built-up Area : 1992.78 Sqm (excluding basement)
- iv) The proposed building shall further include internal & external electrical works, Lift(s), road networks, street lighting, water supply and drainage systems, storm water drainage, horticulture and landscaping works, rain water harvesting system etc. in accordance with the applicable norms, Development Control Regulations and building bye-laws of Karnataka State.

A Preliminary Conceptual Site Plan is enclosed as **Annexure H**.

#### c) Other requirements:

- i) The land use of the project site is Industrial. Now, to meet the requirements of the activities as mentioned above to be conducted from the proposed building, the “EA” shall be required to take up the construction work of the building with development of common and open area on deposit work basis by engaging a contractor.

The “EA” shall prepare the master plan of the complex (if required) and the building drawings of the proposed project. It shall be the responsibility of the “EA” to obtain approval of the master plan and/or building drawings from all relevant local bodies and statutory authorities, such as Bruhat Bengaluru Mahanagara Palike (BBMP), Bangalore Development Authority (BDA) / Local Planning Authority, Bangalore Water Supply and Sewerage Board (BWSSB), Karnataka State Small Industries Development Corporation Ltd (KSSIDC), Karnataka State Fire and Emergency Services Department, Airport Authority of

India (AAI), State & Central Environment Departments, Karnataka State Pollution Control Board (KSPCB), the concerned local DISCOM (BESCOM), or any other statutory authority as applicable, which are necessary for commencement of construction works at site and for completion of the project in all respects. The proposed Building should be Persons with Disabilities (PwD) friendly.

- ii) The “EA” shall also provide professional, objective and impartial advice and at all times hold the owner’s interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

**d) Land Area**

Area of Plot on (approx.) which construction to be Undertaken	1014.39 Sqm
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**4.0 Expenditure incurred by “EA” on the following will be reimbursed to “EA” duly supported by Bills.**

- 4.1 Actual expenditure incurred on preparation of master plan of the complex (if any) and testing of materials required for quality control of works not attributable and recoverable from the Contractors.
- 4.2 Legitimate expenses in getting approvals of any type from statutory authorities, if required.

**5.0 AGENCY CHARGES**

The “EA” shall be paid lump sum agency charges of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) plus applicable GST.

**6.0 RESPONSIBILITIES OF THE “EA”**

- 6.1 The responsibilities of the “EA” shall include preliminary survey, preparation of master plan of the Complex (if required), preparation of building drawings by complying the with National Building Code (NBC) norms/ local building bye-laws and getting the same approved from statutory authorities, as applicable, soil investigation, survey, submission of minimum three conceptual plans of the proposed building with “Walk Through” presentation based on any one conceptual plan as per the owner’s direction. The “EA” will prepare structural designs considering the prevailing BIS codes and relevant engineering practices and get the said structural drawing & design vetted from a reputed Govt. Engineering College/ Institute like IIT/NIT/Central University. The “EA” shall supply all drawings, designs, estimates and bills of quantities, details of phasing of building and rendering advice. “EA” will also submit comprehensive planning schedule for project management within one month from the date of start of work.
- 6.2 In furtherance to the award of work and in order to comply with the terms and conditions of this Terms of Reference, the “EA” may engage the consultants for the purpose of drawing up of the concept plan of the project as also the finalization of the designs, drawings and specifications along with detailed estimates of the project based on the

prevalent cost i.e. cost of the materials, labour wages and construction equipment, soil investigation, vetting of structural design & drawing from a reputed Govt. Engineering College like IIT/NIT/ Central University survey, cost of model, submission of minimum three conceptual plans on any of the proposed building with “Walk Through” presentation based on any one conceptual plan as per the owner’s direction, etc. and all such expenses shall be borne by “EA”, which is not reimbursable by the Owner.

- 6.3 “EA” will submit at least three architectural concept plan designs with “Walk Through”, coloured perspective views and make presentation based on any one conceptual plan as per owner’s direction and after getting approval of the same from the owner, “EA” will prepare drawings, specifications, BOQ and detailed estimate based on the CPWD Schedule of Rates with updated cost indices. The proposed Building shall be planned to achieve Three Star “Green Rating for Integrated Habitat Assessment (GRIHA)” Rating as stipulated by Ministry of New & Renewable Energy (MNRE), Govt. of India. “EA” will submit the detailed estimate in accordance to approved conceptual plan to the Owner for approval. The “EA” will prepare structural designs considering the prevailing BIS codes and relevant engineering practices. Responsibility for correctness/ accuracy of design and drawings will rest with “EA”. The “EA” shall ensure that the specifications to be followed for the work shall be generally in line with the standard CPWD specification and latest BIS specification and codes of practices as corrected up to the date of signing of the agreement. These estimates shall be taken as indicative cost.
- 6.4 “EA” shall forthwith take possession of the site from the “Owner” and shall nominate a team leader for executing the project, who shall be a responsible and experienced engineer. “EA” shall inform the name of the engineer at the time of submission of the estimate.
- 6.5 “EA” after having taken possession of the site/ premises shall forthwith explore the site for the presence of underground utility/ services, if any. In case any underground utility/ services are found at site which may in the opinion of “EA”, hinder the actual construction work then “EA” shall arrange to get the same diverted in coordination with the concerned local authority during the Pre-contract work phase so that the construction phase is not affected/ delayed. The actual cost incurred in shifting/ diverting of such underground utility/ services shall be reimbursed to the “EA” on production of receipts thereof from the concerned local authority. However, such diversion/ shifting works of utilities shall not be eligible for payment of any agency charges to “EA”.
- 6.6 “EA” shall be responsible to get water, sewer and electricity connection to the building.
- 6.7 “EA” shall give in writing the budgeted cash flow of the funds required in proportion to the work to be done during the year as required by the “Owner” from time to time. Otherwise “Owner” will not be responsible for delay in payment.
- 6.8 In case it is anticipated that the quantity (ies) of any items will undergo substantial variations due to change in design/specifications of any item due to site conditions or by any decision of the “Owner” which leads to increase in the detailed estimated cost as per clause No. 6.3 above, the “EA” shall immediately bring the same to the notice of the “Owner” and obtain written approval from the “Owner” thereof. “EA”

shall also furnish full details and justifications supported by reasons for anticipated excess of quantities and expenditure thereof on works over the initial estimate given above.

- 6.9 However, during execution of the work if the anticipated cost exceeds the detailed estimate, depending upon any change in the constituents and their cost based on which the original estimate was prepared. "EA" shall submit revised estimates along with justification to the "Owner" and obtain its prior written approval of the revised estimate before incurring further expenses.
- 6.10 "EA" shall ensure that the contractor(s) deployed by it for the Construction as contemplated in this "Terms of Reference" comply with all the environmental norms for mitigation & prevention of air, noise and water pollution as per the norms of Central/ State Pollution Control Board/ NGT orders/ Court orders/Any other Central or State Govt. Body orders, as applicable.
- 6.11 After obtaining approval of the detailed cost estimate from the "Owner", "EA" shall prepare the Notice Inviting Tender (NIT) for the purpose of inviting tenders from the contractor(s).
- 6.12 "EA" shall follow the standard CPWD contract forms for item rate tenders/ percentage rate tenders and CPWD general Conditions of Contract with suitable modifications approved by the Competent Authority of the "EA". If any other contract form is to be followed, the same shall be discussed with the "Owner" and got approved in principle in writing before its issue. "EA" shall also insert a "Risk & Cost" Clause in the above contract form.
- 6.13 The "EA" shall be responsible for the structural safety of construction and proper workmanship. It will be the responsibility of "EA" to ensure that the work is executed strictly in accordance with the approved technical specifications and adopting effective quality control measures for the same.
- 6.14 "EA" shall follow proper purchase procedure for award of various works and shall comply with CVC guidelines and circulars issued time to time / provisions of DoE Procurement Manuals/Internal Procurement Manual of the EA as applicable in this regard. "EA" shall invite tender(s) either through the CPPP portal or any other suitable Guidelines for Compliance to Quality Requirements of eProcurement (GCQE) compliant portal. "Owner" shall nominate two representatives to be a part of the tender committee constituted by "EA". The representatives of the "Owner" will attend proceedings of the tender committee at appropriate stage for finalization of the tenders and recommendations thereof. All details of accepted tenders shall be furnished by the "EA" to the "Owner".
- 6.15 "EA" shall award the work(s) to the contractor(s) within the approved estimates with the approval of the "Owner" on firm rate contract basis (without any escalation) including all services. Simultaneously the process for placing orders for long delivery items such as lifts, D.G sets, Distribution Panels etc. shall be commenced by "EA". The contractor/vendor/ supplier shall submit the bills to "EA", raised in the name of "Name of Executing Agency"- A/c NSIC, Construction of Technology Centre Building at Bengaluru."

- 6.16 “EA” will make its best endeavor to reduce the cost of construction by any change/ substitution of specifications, construction methodology, value engineering or any innovative or economical design. Such reduction in the cost of construction shall be made with the prior written approval of the “Owner” without affecting/ prejudicing or endangering in any way the safety or security of the building.
- 6.17 The “EA” shall perform the services and carry out their obligation hereunder with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advance technology and safe and effective equipment, machinery, materials and methods. The “EA” shall always act, in respect of any matter relating to this document, or to the services, as faithful advisor to the “Owner”, and shall at all times support and safeguard the Owner’s interests in any dealing with contractors or third parties.
- 6.18 Before commencement of the works the “EA” shall ensure that the necessary insurance covers of the works, property, persons or any person as per law are taken in time by the contractor/sub-contractor/suppliers/vendors till the project is handed over to the “Owner”.

The “EA” shall indemnify the “Owner” from any claims or damages or losses or from any liability whatsoever on the above account.

- 6.19 “EA” shall deduct 5% from every bill raised by contractor(s) for execution of works as Retention Money. The said Retention Money shall be retained in the deposit bank account maintained by “EA” and shall disclose the amount in the statement of Account submitted to the “Owner”. The Retention Money shall become due and payable to contractor(s) after 12 months from completion of all works under the scope of contract or expiry of the defect liability period or validity of agreement whichever is later. However, the contractor may substitute the 50% of Retention Money by Bank Guarantee/ Insurance Surety Bond after the completion of the work.
- 6.20 “EA” shall be solely responsible for obtaining the required Labour Registration as “Principal Employer” in its name from the Labour Department for all the contractor(s) to be deployed by them for the proposed construction work.
- 6.21 The “EA” shall submit a ‘Preliminary Estimate (PE)’ based on latest CPWD Plinth Area Rates (PAR), within 3 days from the date issuance of Letter of Award to “EA” for approval by NSIC.

## 7.0 PAYMENTS/DEPOSIT

- i) The “Owner” shall make the payments/deposits to “EA” by transfer of funds in a Designated Bank Account for the Project (in a Nationalized/Scheduled commercial bank) to be opened by the “EA” in the name of “Name of Executing Agency”-A/c NSIC, Construction of Technology Centre Building at Bengaluru.”
- ii) Any interest accrued in the bank account as referred at 7.0 (i) above shall be

passed on to the “Owner”. “EA” will however ensure that the amount deposited in the bank as per above clause in the name of “EA” along with the interest accrued thereon shall be utilized only for the purpose of construction of this project.

- iii) In case it is observed that the amount deposited (along with the interest accrued thereon) by the “Owner” has been diverted by the “EA” to other works, and or any other purpose, further payment shall not be released by the “Owner”, until the quantum of work executed is brought/completed in proportion to the extent of payments already released.
- iv) An ‘Initial Deposit’ of 10% of the ‘Preliminary Estimate’ of the project approved by NSIC will be deposited by “Owner” after written submission of advice of “EA” against furnishing of unconditional Bank Guarantee (BG) issued by any Nationalized/Scheduled Commercial Bank or Insurance Surety Bond by “EA”. However, NSIC reserves the right to increase or decrease the amount of ‘Initial Deposit’ and the “EA” shall submit the unconditional Bank Guarantee (BG) issued by any Nationalized/Scheduled Commercial Bank or Insurance Surety Bond equal to the amount of ‘Initial Deposit’. The said ‘Initial Deposit’ shall be deposited in the Designated Bank Account for the Project.

Subsequent funds will be transferred against the duly certified running bills raised by the “EA” on the “Owner” as per actual work executed at site. The final bill, however, shall be adjusted only after completion of the work in all respect duly certified by “EA”. The “Owner” shall have full powers to verify the entries recorded in Measurement Books. The said BG/ Insurance Surety Bond submitted by the “EA” shall be kept renewed till the completion & handing over of the project to the “Owner”.

- v) The “Owner” shall ensure that sufficient balance in the designated account is maintained subject to regular and timely submission of running/ final bills by the “EA”, so that work does not suffer on account of funds. The release of funds shall be as per the duly certified running/ final bills raised by “EA”.
- vi) The “EA” shall submit monthly Statement of Accounts supported by certified paid bills of Contractors / specialized agencies/suppliers/vendors for adjustment from the funds deposited with the “EA”. However, the “Owner” reserves the right to get the same checked/audited by its own officers or by an independent Government/Private agency.
- vii) Agency charges payable to “EA” shall be paid directly by “Owner” and the same will not be adjusted from funds deposited with “EA” subject to deduction of Retention Money as per clause 9.3 hereinafter within 4 (four) weeks after receipt of bills from “EA”.
- viii) The schedule for accrual of the Agency Charges payable to “EA” is given as under:-

- a) 5% on submission of comprehensive planning schedule for project management and architectural concept plan.
- b) 7.5% on submission of building plans to local/ statutory bodies.
- c) 7.5% on submission of structural drawings, specifications and detailed cost estimates.
- d) 10% on awarding work to the selected contractor after following established Purchase Procedure of "EA".
- e) Balance agency charges shall be paid commensurate with the value of work executed. From each running bill for agency charges, 30% of the bill amount shall be adjusted towards amounts earlier released as per clause (a) to (d) above.
- f) The payment at stage (a) to (d) shall be based initially on approved estimate. The payment at stage (e) shall be based on gross value of the certified work.
- g) The lump sum agency charges awarded to the EA shall remain fixed irrespective of amount of completion cost of the project. The charges payable to the Executing Agency (EA) shall be restricted to the charges as originally quoted and accepted under the contract. No escalation, variation, or additional charges shall be admissible on account of contract variations, extensions of time, or any other circumstances whatsoever.
- h) Payment shall be deposited in the Designated Bank Account for the Project to EA through PFMS as per Govt. Guidelines. The agency charges shall also be paid to the "EA" through PFMS as per Govt. Guidelines.

## 8.0 QUALITY CONTROL AND QUALITY ASSURANCE

- 8.1 "EA" shall ensure that the quality of work is executed as per specified specifications and norms such as CPWD specifications with updated correction slips, BIS code, National Building Code, other specifications of Manufacturers/suppliers as specified for the project. The "Owner" however, shall be at liberty to specify the quality and standard of materials to be used in the construction work and the "EA" is bound by such directions. "EA" shall ensure routine testing in respect of cement, reinforcement/structural steel, Coarse & fine aggregates, cube tests of concrete, and other construction materials/ hardware is carried out by the contractor(s)/supplier(s) as per BIS/CPWD specifications in recognized laboratory/institution and obtain copies of the test results and maintain a proper record which can be inspected and copies may be obtained on demand by the "Owner".
- 8.2 Technical cell of "EA" shall also carry out periodic inspection/technical examination to ensure that the work carried out is of the specified quality and maintain proper record of test result and reports for inspection by the "Owner".

- 8.3 The “Owner” shall however, be at liberty to appoint their advisor/ consultant/ technical person for coordination, to advise and oversee the project and his advice shall be followed by “EA”.
- 8.4 The “Owner” reserves the right to get the work technically checked/examined by its own officers or by any independent Government/Private agency.
- 8.5 The work will also be subject to the technical audit by the office of the Chief Technical Examiner (CTE) and it will be responsibility of “EA” to comply with all requirements. “EA” will be solely responsible for reply of any queries/ clarifications required by CTE with regard to quality of work and purchase procedure followed by “EA”.

## **9.0 RIGHTS AND RESPONSIBILITIES OF THE “OWNER”**

- 9.1 The “Owner” shall deposit an ‘Initial Deposit’ in the Designated Bank Account for the Project opened as per clause 7.0 (i) in accordance with clause 7.0 (iv) above. However, the subsequent funds will be transferred in accordance with the clause No. 7.0 (iv) and against submission of statement of accounts for amount paid to contractor(s)/ suppliers / vendors / specialized agency etc. from the funds deposited with “EA” for execution of the project supported by trial balance for the month, copies of certified paid bills and statement of bank account and other relevant documents in support of payment made by “EA” in that month, subject to conditions mentioned in the clause 7.0 (iv).
- 9.2 The “EA” shall submit monthly statement of account in the format approved by “Owner” supported by duly checked and certified copies of paid Running Account Bills (RAB) of Contractors and original bills of specialized agencies/suppliers/vendors and in case of pre-final and final bills of the contractor(s) original certified paid bills will be submitted to the “Owner” along with statement of accounts for adjustment. All bills pertaining to the above project in the name of “Name of Executing Agency”-A/c NSIC, Construction of Technology Centre Building at Bengaluru.” to be submitted to “Owner” for adjustment from the funds deposited with the “EA”. However, the “Owner” reserves the right to get the same checked/audited by its own officers or an independent Government/Private agency.
- 9.3 The “Owner” shall withhold 5% of the amount from every invoice / bill of agency charges claimed by “EA”, as Retention Money. 50 % of the total Retention Money shall be released to “EA” on the completion of all works under the scope of contract after completion and handing over the complete work in all respects and balance 50% (in the form of unconditional bank guarantee) of total retention money shall be released on completion of the defect liability period as per clause 15.0 or extended validity of agreement whichever is later. The said bank guarantee shall be kept renewed by the “EA” upto expiry of the defect liability period or validity of agreement whichever is later.
- 9.4 If in the interest of work, any items or materials are required to be procured much in advance, any extra amount required for the purpose shall be decided by the “Owner” in consultation with “EA” and paid in addition to deposit amount. The “Owner” shall endeavor to release all such amounts within 30 (thirty) days from the date of receipt of such written request from the “EA”.
- 9.5 The “Owner” will furnish hardcopy of layout plan of the plot.

- 9.6 The “Owner” will nominate a suitable Officer as the Coordinating Officer who shall perform the duties.
- 9.7 The “Owner” will hand over possession of land / Site to the “EA”.
- 9.8 The “Owner” will communicate their decisions whenever referred to, within 15 working days of such a request from the “EA”.
- 9.9 The “Owner” shall pay the Agency charges to the “EA”, in line with the agreed payment schedule.
- 9.10 The “Owner” shall not be responsible for any liability arising out of EA’s contractual obligations with the EA’s architects, contractors, personnel, Sub- EAs, licensors, collaborators, vendors and subordinates etc who are engaged by the “EA” and whose remuneration / fees are paid by the “EA” from his Agency charges. No liability should be fasten upon the “Owner”.

## 10.0 TAXES

“EA” shall deduct Income Tax or any other tax from the Contractor’s bills/Suppliers bills as per statutory obligation and arrange to deposit the recovered amount with the concerned Tax Authority. “Owner” will have no responsibility either for recovery of tax or deposit the tax with the concerned authorities and for issuance of tax deduction certificate for such deposit of taxes, duties etc. “EA” shall also keep the “Owner” indemnified from any consequences whatsoever which may arise due to delay/non- payment of the same and the “Owner” will not bear any expenditure whatsoever on this account.

Tax at source shall be deducted by “Owner” towards Income Tax, GST and any other tax as required by law, from the amount paid/ payable (including agency charges) to “EA”. “Owner” shall issue tax deduction certificate for such deposit of taxes.

## 11.0 TIME OF COMPLETION

- 11.1 The “EA” shall submit the execution schedule with a completion period not exceeding 13 months (including planning & construction).
- 11.2 The time shall be the essence of the contract, “EA” shall get the entire work completed in all respect by deployed contractors for and on behalf of the “Owner” within agreed execution schedule as referred in clause 11.1 above and handover the project in finished condition to the “Owner” from the date of the start of the work which shall be reckoned after 15 days from the date of handing over the site by the “Owner” to “EA” or date of signing of the agreement, whichever is later. If there is a delay in execution of work due to any unforeseen circumstance, the contract period will be extended accordingly.
- 11.3 In case of delay, which may occur due to the reasons beyond the control of “EA”, “EA” would approach the “Owner” with full details for extension of time limit for completion

of the works. "Owner" reserves its right to take the appropriate decision on the merit of the case for Extension of Time (EOT).

#### 11.4 On completion of the project the "EA" shall:

- i) Submit a final statement (for the complete project) along with original final bills of the contactors/suppliers/vendors etc. audited by a Chartered Accountant for settlement, and refund the excess deposit (if any) received by "EA", "Owner" reserves the right to get the work and payments made and audited by its own officers or an independent government/ private Agency. After adjustment of the entire amount deposited by the "Owner", any balance left in the Designated Bank Account for the Project shall be paid to the "Owner". Thereafter, the Designated Bank Account for the Project will be closed with the approval of the "Owner".
- ii) "EA" shall submit to the "Owner" all original guarantee/ warranty papers related to the specialized work such as anti-termite works, water-proofing works executed/ installed in respect of the project, as applicable. "EA" should also ensure that such guarantee/ warranty papers are transferred in the name of "Owner" if the period of cover is beyond the defect liability period.
- iii) On completion of the work, "EA" shall ensure to clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole site and works clean and in perfect condition to the satisfaction of the "Owner". The "EA" will vacate the field office within two months of handing over of the project to "Owner" otherwise rent @ 200% per month of the prevailing market rate in the area will be charged from "EA". However, the "Owner" shall provide an office to "EA" during defect liability period.
- iv) The "EA" shall hand over the project complete in all respect to the authorized representative of the "Owner" through its Authorized representative as referred in clause 1.8 of the agreement. The handing over document should be signed by representatives of both the Parties.
- v) Submit one Soft /five Hard Copies and one Reproducible Tracing Film (RTF) or soft copy in AutoCAD format of "As built drawings" with final executed bills of quantities along with copies of detailed measurements.
- vi) Obtain the completion /occupancy certificate from the concerned authority (ies) as per requirement and also obtain the GRIHA certification as per MNRE, Govt. of India guidelines and submit a completion report in duplicate with one Soft /five Hard Copies and one RTF and maintenance schedules to the "Owner"

- 11.5 “EA” shall waive and agree not to Claim any lien against the work or the property on which it is performed. “EA” shall obligate its contractors and Vendors not to claim any such lien. “EA” and its contractors and vendors shall pay or cause to be paid when due, all bills for labour, materials, equipments or Services connected with the work, and shall not claim any lien or permit any lien to be asserted or claimed maintained against the project or any funds or Land involved in the project.
- 11.6 If any lien or encumbrance is asserted or claimed maintained in violation of clauses mentioned in RFP document/ Agreement, “EA” shall promptly proceed to have it removed. If “EA” fails to remove any such lien or encumbrance, then “Owner” may, but without obligation to do so, do everything necessary to have the lien or encumbrance removed, and “EA” shall pay all costs including legal fee incurred by “Owner” in connection therewith.
- 11.7 “EA” shall ensure that the title to all materials and supplies/delivered by contractor, together with all improvements and appurtenances constructed or placed by contractor, is free from any claims, lien, security, interest or charges.

## **12.0 DAMAGE TO PERSONS OR PROPERTY**

- 12.1 “EA” shall ensure by inserting suitable clauses in the works contract with Contractor that (except and in so far as this Terms of Reference provides otherwise) the “Owner” get indemnified against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction of the project or in relation thereto.
- 12.2 “EA” shall ensure by inserting suitable clauses in the works contract with Contractor the observance of all Labour Codes, Industrial, Provident Fund, Gratuity and other laws applicable in the matter and shall get the “Owner” indemnified against the liability or damages or losses arising on observance of any such laws.

## **13.0 LIQUIDATED DAMAGES**

- 13.1 “EA” shall be liable to complete the work within stipulated period as mentioned in this document subject to condition stipulated in Para 11.0 of the agreement.
- 13.2 In case of delay due to default on part of deployed Contractors beyond the stipulated completion date (as per contract to be entered between the “EA” and the Contractors), the Executing Agency shall ensure recovery of compensation (not amounting to penalty) on behalf of “Owner” at the rate of not exceeding 0.5 % (half percent only) of the contract value per week subject to maximum of 10% (ten percent only) of contract value for reasons of delay attributable to the contractors. However, for justified extension of time granted by the “EA” and duly accepted by the “Owner” for reasons beyond the reasonable control of the Contractors, no compensation for delay shall be recovered by the “EA” for such extended period from the deployed Contractors.
- 13.3 Any compensation levied by “EA” due to non-fulfillment of any clause of the Agreement by the contractor or any such recovery from the contractor/suppliers/vendors for bad work or for any other reason whatsoever shall also be passed on to the “Owner”.

- 13.4 In case of delay due to default by “EA” against activities required to be executed by the “EA” (other than actual work by Contractor), “EA” shall be liable to pay the “Owner” compensation (not amounting to penalty) at the rate of not exceeding 0.5% (half percent only) of the total fee of the “EA” per week of delay subject to maximum of 10% (Ten percent only) of the total fee for reasons attributable to “EA”. However, for justified extension of time granted by the “Owner” for reasons beyond the reasonable control of “EA”, no compensation for delay shall be recovered by the “Owner” for such extended period from the “EA”.
- 13.5 “EA” shall insert a suitable clause in the agreement with the Contractors that if contractor is able to complete the work before expiry of the stipulated period, the “Owner” may give an incentive to the contractor to the maximum of 0.1% (zero point one percent) of the completed cost of the work per week subject to a maximum of 0.25% (zero point two five percent) of the awarded cost or actual completion cost, whichever is less.

## **14.0 FORCE MAJEURE**

### **14.1 Definition**

- a) For the purpose of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of Parties, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably impossible in the circumstances and includes, act of God or the public enemy expropriation or confiscation of facilities by Government Authorities or in compliance with any order or request of any Government Authorities but is not limited to, war, riots, rebellion, sabotage, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub Consultants or agent or employees nor (ii) any event which a diligent party could reasonably have been expected to both (A) take into account at the time of the conclusion of Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder:
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **14.2 Measures to be taken**

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event and shall similarly give notice of the restoration of normal conditions as soon as possible.

- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

### 14.3 Consultation

Not later than thirty (30 days) after the “EA”, as a result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

### 14.4 Extension of Time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

## 15.0 DEFECT LIABILITY PERIOD

- 15.1 The “EA” shall ensure rectification of any defect (s) in the completed work within the defect liability period, which shall be for a period of 12 months from the date of completion certificate issued by the “EA” to contractor(s)/ supplier(s)/vendor(s) etc.
- 15.2 Life Cycle Cost- The contractor (to be engaged by the “EA”) shall be responsible for safety, quality and soundness of the Building including structural elements beyond maintenance/ defect liability period. The contractor shall have obligation to rectify such defects minimum up to 5 (five) years from the date of completion of work.
- 15.3 Any defects discovered and brought to the notice of the “Owner” during the period aforesaid shall be got rectified by “EA” through contractors. In the event of failure on the part of “EA” to rectify the defects, the same may without prejudice to the any other rights available under the provision of the law be, be rectified by the “Owner” for on behalf of “EA” and at the cost and expenses of the “EA”, after a notice thereof to “EA”
- 15.4 “EA” shall be fully responsible to defend any suits arising out of the project/ work between “EA” and its contractor(s)/ suppliers and for settling the Claims/disputes, if any, made by the Works Contractors, keeping the “Owner” apprised/ advised of the same. Where there is disagreement between the “EA” and the Works Contractor, such disputes shall be settled through suit as provided for in the Works Contract between the “EA” acting for on behalf of the “Owner” as Agent and the Works Contractor. In cases where the Contractor resorts to settling his claims through a suit, the “EA” will defend the case. The legal expenses incurred by “EA” for defending Court Cases in connection with this work, shall be booked to the project cost as per actual based on the approved schedule of legal/ professional fee of the “EA”. However, no agency charges shall be paid to the “EA” on any claim amount passed by the Court in favour of Works Contractor(s).

Any amount becoming payable to the “EA” on account of counter claim, as a result of the order in respect of any suit between the “EA” and the contractor, shall be passed to the “Owner”.

## 16.0 DISPUTE RESOLUTION BETWEEN “OWNER” AND EXECUTING AGENCY (“EA”)

16.1 Both the Parties agree to make a good-faith effort to resolve any disagreement arising out of, or in connection with, this RFP/Agreement amicably through mutual consultation and negotiation. Should the Parties fail to resolve any such disagreement within thirty (30) days, any controversy or claim arising out of or relating to this Agreement, including, without limitation, the interpretation or breach thereof. Failing this resolution, the dispute shall be resolved as per Clause 16.2 of this Agreement.

16.2 In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement OR its annexures between the Parties, such dispute/difference shall be taken up by either Party for resolution through AMRCD as mentioned in DPE OM No. DPE-02/0001/2023-AMRCD-FTS-13578 dated 08.12.2025.

## 17.0 REPORTS

The “EA” will prepare and submit the following reports to “Owner” on the format prepared by the “EA” and as approved by “Owner” (except for commencement report)

Sl No.	Report	Frequency	Due Date/Time	No. of Copies
1.	Commencement Report	One time	Within 15 days after commencement of services.	2
2.	Monthly Progress Report	Every month	10 <sup>th</sup> of the month	2
3.	Quarterly Progress Report	Every quarter	Within 10 days of commencement of following quarter	2
4.	Completion Report	One time	Within 15 days of completion of services/contract.	2

### 17.1 Commencement Report

The Commencement Report shall contain the details of all meetings held with the “Owner” and the “EA” and the decisions taken therein, the resources mobilized by the “EA” as well as the EA’s perception in the monitoring and control of the project planning / design / construction activities.

### 17.2 Progress Reports

The monthly and quarterly Progress Reports shall contain details of all meetings, coloured photographs, decisions taken therein, mobilization of resources (“EA” and the contractor), Detailed compliance report of each activity, progress and the projected progress for the forthcoming periods. The Report shall clearly bring out the delays, if any reasons for such delay(s) and the effective steps taken towards the corrective measures.

### 17.3 Final Completion Report

The “EA” will prepare a comprehensive final completion report of the planning, designing, construction monitoring and control after completion of the work. The report shall incorporate summary of the method of supervision performed, problems encountered and solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the “Owner”.

### 18.0 PERFORMANCE SECURITY

The “EA” shall be required to submit an acceptable Bank Guarantee/ Insurance Surety Bond for an amount equivalent to 5% (five percent only) of the accepted Agency Charges towards Performance Security within 21 days of signing the Agreement. The performance security shall be refunded to “EA” after completion of defect liability period or extended agreement period whichever is later

The “EA” shall insert suitable conditions in the works contract in appointment of contractors to ensure that contractors/vendors should provide performance guarantee(s)/ Insurance Surety Bond/ Demand Draft/ Online Payment mode through NEFT/RTGS to the Executing Agency for 5% (five percent only) of the value of work/supply orders awarded/placed on the contractors/vendor/supplier and specialized agency (ies) etc. engaged for the execution of project within 21 days from the date of the placement of the work/supply orders. A copy of the same shall be submitted to the “Owner”. The validity of the Bank Guarantee(s) shall cover the entire duration of the Agreement period plus the defect liability period and extended agreement period. The “EA” as well as “Owner” shall approve the format of the Bank Guarantee (s). The Bank Guarantee(s) shall be released after satisfactory completion of the defect liability period or extended agreement period whichever is later. If the bank guarantee is invoked, the amount shall be transferred in account of the “Owner” under intimation to the “Owner”.

### 19.0 CODE OF INTEGRITY FOR PUBLIC PROCUREMENT:

NSIC as well as Bidders and the Executing Agency (EA) should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) “Corrupt practice”: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) “Fraudulent practice”: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) “Anti-competitive practice”: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more Bidders, with or without the knowledge of NSIC, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

- iv) “Coercive practice”: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) “Conflict of interest”: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) Bidder from the NSIC with an intent to gain unfair advantage in the procurement process or for personal gain; and
- vi) “Obstructive practice”: materially impede the NSIC’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the NSIC’s rights of audit or access to information;

#### **Punitive Provisions:**

Without prejudice to and in addition to the rights of NSIC to other penal provisions as per the bid documents or contract, if NSIC/Owner comes to a conclusion that a (prospective) Bidder/ Executing Agency directly or through an agent, has violated this code of integrity in competing for the contract or in executing the contract, NSIC/Owner may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement:
  - a) Calling off of any pre-contract negotiations; and
  - b) Rejection and exclusion of the Bidder from the procurement process
- ii) If a contract has already been awarded
  - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by NSIC;
  - b) Forfeiture or encashment of any other security or bond relating to the procurement;
  - c) Recovery of payments including advance payments, if any, made by NSIC along with interest thereon at the prevailing rate;
- iii) Provisions in addition to above:
  - a) Removal from the list of enlisted contractors/ consultants and banning/ debarment of the Bidder from participation in future procurements of NSIC/Owner for a period not exceeding two years;
  - b) In case of anti-competitive practices, information for further processing may be filed with the Competition Commission of India.

**20.0 PROJECT REVIEW**

20.1 The “Owner” shall constitute a Review Committee including representative of “EA” to review the quarterly progress of the activities of the deployed contractors.

20.2 The “Owner” shall constitute a review Committee to review the quarterly progress of the activities of “EA”. The Review Committee will assess the performance of the “EA” and the various activities under the Firm/Fixed Rate Construction Agreements and suggest corrective measures, if required.

**21.0 AMENDMENTS TO AGREEMENT**

Any amendments or modifications to this Agreement shall be as mutually decided between the Parties and must be in writing and shall be signed by both Parties.

Notwithstanding anything contrary to the terms & conditions mentioned above will supersede the similar terms & conditions mentioned in the RFP document.

IN WITNESS WHEREOF, the parties have hereunder signed this AGREEMENT the date first written

For The National Small Industries Corporation Ltd.

For “Name of Executing agency”

-----

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Witnesses

Witnesses

1. -----

1. -----

2. -----

2. -----

**ANNEXURE - B****BID SECURING DECLARATION****(On Bidder's Letter Head)**

(To be submitted as part of Technical Proposal)

A Bid Securing Declaration in the following format must be submitted by the Bidder with the Technical Proposal.

Bidder's Name \_\_\_\_\_

[Address and Contact Details] \_\_\_\_\_

Bidder's Reference No. \_\_\_\_\_ Date \_\_\_\_\_

To,  
Deputy General Manager,  
Contract & Procurement,  
The National Small Industries Corporation Limited (NSIC),  
NSIC Bhawan, Okhla Industrial Estate,  
New Delhi - 110020

Tender Ref. No.: SIC/HO/WD/CFTC/2025-26

**Tender Title: RFP for Selection of Executing Agency (EA) for Project Development, Monitoring and Control for the Construction of Technology Centre Building A-180, Industrial Estate, Peenya -1<sup>st</sup> Stage, Bengaluru-560058**

Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this RFP Document, the Proposal must be supported by a Bid Securing Declaration.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender of NSIC for 2 years from the date of opening of this Proposal if we breach our obligation(s) under the RFP conditions, if we:

1. Withdraw/ amend/ impair/ derogate, in any respect, from our Proposal, within the validity of Proposal; or
2. Being notified within the validity of Proposal of the acceptance of our Proposal by NSIC:
  - a) Refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the RFP Document.

- b) Fail or refuse to accept the Letter of Award.

We know that this Bid-Securing Declaration shall expire if we are not selected as vendor for supplying the tool kits, upon:

- 1) receipt by us of your notification:
  - a) of cancellation of the entire RFP process or rejection of all Proposals or
  - b) of the name of the successful bidder or
- 2) Forty-five days after the expiration of the validity of Proposal or any extension to it.

Seal & Signature with name of Authorized Signatory of bidder

*Note: The above declaration, duly signed and sealed by the authorized signatory of the entity on its letter head, should be uploaded with Proposal.*

**ANNEXURE - C****PROFORMA OF PERFORMANCE BANK GUARANTEE**

In consideration of the “Owner” having agreed under the terms and conditions of agreement dated ..... made between National Small Industries Corporation Ltd. (the “Owner”) and .....(Name and Address of the “EA”) (hereinafter called the said “Executing Agency”) for the work of Construction of Technology Centre Building at A-180, Industrial Estate, Peenya -1<sup>st</sup> Stage, Bengaluru-560058 (herein after called the said “Agreement”) the Executing Agency having agreed to production of an irrevocable bank guarantee for Rs. .... (Rupees ..... Only) as a Performance Bank Guarantee for compliance of obligations in accordance with the terms and conditions in the said agreement,

1. We .....(Name and Address of the issuing bank and its branch)(hereinafter referred to as “ the Bank”) (indicate the Name of the Bank) hereby undertake to pay to the NSIC Ltd.( the “Owner”) an amount not exceeding Rs.....(Rupees .....only) on demand by the “Owner”.
2. We ..... (indicate the Name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, protest merely on a demand from NSIC Ltd. (the “Owner”) stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Executing Agency. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees .....only).
3. We, the said Bank further undertake to pay to the “Owner” any money so demanded notwithstanding any dispute or disputes raised by the Executing Agency in any suit or proceeding pending before any court or Tribunal relating there to, our liabilities under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the Executing Agency shall have no claim against us for making such payment.
4. We .....(indicate the Name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all dues of the “Owner” or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged on behalf of the “Owner” certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said Executing Agency accordingly discharges this guarantee.

5. We .....(indicate the Name of the Bank) further agree with the “Owner” that the “Owner” shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Executing Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the “Owner” against the said Executing Agency and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Executing Agency or for any forbearance, act of omission on the part of the “Owner” or any indulgence by the “Owner” to the said Executing Agency or by any such matter or thing whatsoever.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Executing Agency or the “Owner”.
7. This Bank guarantee shall be effective only when the Bank Guarantee message is transmitted by the issuing Bank through Structured Financial Messaging System(SFMS) to ICICI Bank, Connaught Place, New Delhi - 110001 having IFSC ICIC0000007 , Account No. 000705054052 through SFMS and authenticated by the said NSIC’s/NSIC’s Bank.
8. Further, the amount of invocation of the Bank Guarantee shall be remitted to NSIC’s account no. 000705054052 with ICICI Bank, Connaught Place, New Delhi - 110001 (IFSC ICIC0000007) under written intimation to Deputy General Manager (C&P), National Small Industries Corporation Ltd., NSIC Bhawan, Okhla Industrial Estate, New Delhi - 110020.
9. We .....(indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the “Owner” in writing.
10. Notwithstanding anything contained herein:
  - i) Our liability under this bank guarantee shall not exceed Rs..... (Rupees.....only)
  - ii) We are liable to pay the guarantee amount or any part there under this Bank Guarantee only and only if “Owner” serve upon us in written claim or demand on us in terms of the Agreement.

Dated the ..... day of 2026 for ..... (indicate the name of the Bank)”.

**ANNEXURE - D****FORMAT OF INSURANCE SURETY BOND FOR PERFORMANCE SECURITY**

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of issuing Insurance Company)

To,  
The National Small Industries Corporation Ltd.  
NSIC Bhawan, Okhla Industrial Estate, New Delhi-110020

Surety Bond No. ....  
Surety Bond Issue Date.....  
Surety Bond Amount : Rs.....  
Bond Valid upto : .....  
Bond Claim Period .....

Dear Sir,

- Whereas The National Small Industries Corporation Ltd, NSIC Bhawan, Okhla Industrial Estate, New Delhi-110020 (hereafter referred to as NSIC/Owner) have issued Letter of Award No. ....dated.....against the RFP for Selection of Executing Agency (EA) for Project Development, Monitoring and Control for the Construction of Technology Centre Building at A-180, Industrial Estate, Peenya -1st Stage, Bengaluru-560058 to M/s....., R/o..... (Hereafter referred to as "Executing Agency") and NSIC has asked the Executing Agency to submit a performance security @ 5 % of total accepted Tender value amounting to Rs. \_\_\_\_\_ (amount of the guarantee in figures and words) in favour of the The National Small Industries Corporation Ltd, NSIC Bhawan, Okhla Industrial Estate, New Delhi-110020 of Rs. ....(hereafter referred to as "Bond Amount") valid up to dd.mm.yyyy (hereafter referred to as "Validity Date")

Now at the request of the Executing Agency, we..... Insurance Company Limited, registered under the Insurance Act, 1938, with its Corporate Office located at ..... And its Registered/Head Office, located at..... (the "Surety") to transact the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDA Act, 1999 & IRDA Guidelines issued vide IRDAI/NL/GDL/SIC/01/01/2022 3rd January, 2022, agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

- The Surety do hereby undertake and assure to the NSIC that, if in opinion of NSIC the Executing Agency in any way fails to observe or perform the terms and conditions of the Letter of Award/ RFP or commits any breach of its obligations thereunder, or in case of loss or damage caused to or would be caused to or suffered by NSIC/Owner by reason of breach or renewal of the Performance Security or in case any outstanding amount due to NSIC in terms of the agreement, the Surety shall on demand and without any objection or demur, protest pay to the NSIC such sum or sums up to an aggregate sum of the Bond Amount or such lesser amount as NSIC may demand without requiring NSIC to have recourse to any legal remedy that may be available to it to compel the Surety to pay the same.

3. Any such demand from the NSIC/Owner shall be conclusive as regards the liability of Executing Agency to pay to NSIC/Owner or as regards the amount payable by the Surety under this Surety Bond. The Surety shall not be entitled to withhold payment on the ground that the Executing Agency had disputed its liability to pay or has disputed the quantum of the amount or that any legal proceeding is pending between Executing Agency and NSIC regarding the claim.
4. The liability of the Surety under this Surety Bond is restricted to the Bond Amount and this Surety Bond shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Surety further agrees that the NSIC shall have the fullest liberty without the consent of the Surety and without affecting in any way the liability of the Surety under this Surety Bond to vary any of the terms and conditions of the Letter of Award/ TENDER or to extend the time for the performance contained in the Letter of Award/ TENDER from any of the powers exercisable by NSIC against the Executing Agency and to forebear from enforcing any of the terms and conditions relating to the Agreement and the Surety shall not be relieved from its liability by reason of such failure or extension being granted to Executing Agency or through any forbearance, act or omission on the part of NSIC or any indulgence by NSIC to Executing Agency or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Surety.
6. This surety bond shall be continuing surety and shall not be discharged by any change in the constitution of the Surety, or in the constitution of the Executing Agency or NSIC/Owner.
7. We lastly undertake not to revoke this Surety during its currency except with the previous consent of the NSIC/Owner in writing.
8. In case NSIC/Owner demands for any money under this Surety Bond through written claim or demand, the same shall be paid through NEFT/RTGS to NSIC's Bank Account No. \_\_\_\_\_ (IFSC \_\_\_\_\_) under written intimation to NSIC.
9. The Surety guarantees that the below mentioned officers who have signed it on behalf of the Surety have authority to give this Surety Bond under its delegated power.

Notwithstanding anything contained herein above:

- a. Our Liability under this Surety Bond shall not exceed Rs. \_\_\_\_\_ (**Rupees:..... Only**).
- b. This Surety Bond shall be valid up to \_\_\_\_\_ (Validity date
- c. Further a claim period of **3 (three) months** from the Validity date of the Surety Bond is available to make a demand under this Surety Bond. We are liable to pay the Bond Amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before (Date of claim \_\_\_\_\_ period if any).

Place: .....

Date: .....

(Signature of the Surety)

Rubber stamp of the Surety

Authorised Power of Attorney Number: .....

Name of the Surety officer: .....

Designation: .....

Complete Postal address of Surety: .....

.....

Telephone Numbers .....

Fax numbers .....

Email ID (only official Email ID) .....

Name, Address, contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom/ where the Surety Bond can be got confirmed by NSIC.

.....

.....

**ANNEXURE - E****PROFORMA OF BANK GUARANTEE FOR INITIAL DEPOSIT**

In consideration of the “Owner” having agreed under the terms and conditions of agreement dated.....2026 made between National Small Industries Corporation Ltd. (the “Owner”) and.....(Name and Address of the “EA”) (hereinafter called the said “Executing Agency”) for the work of Construction of Technology Centre Building at A-180, Industrial Estate, Peenya -1<sup>st</sup> Stage, Bengaluru-560058 (hereinafter called the said “Agreement”) the Executing Agency having agreed to production of irrevocable Bank Guarantee for Rs..... (Rupees.....Only) Initial deposit Bank Guarantee for compliance of his obligations in accordance with the terms and conditions in the said agreement

1. We,.....(Name and Address of the issuing bank and its branch) (hereinafter referred to as “ the Bank”) hereby undertake to pay to The National Small Industries Corporation Ltd. (“Owner”) an amount not exceeding Rs..... (Rupees.....Only) on demand by the “Owner”.
2. We, .....(indicate the Name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, protest merely on a demand from The National Small Industries Corporation Ltd. (the “Owner”) stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Executing Agency. Any such demand made by The National Small Industries Corporation Ltd. (the “Owner”) on the bank shall be conclusive and final as regards the amount due and payable by the bank under this guarantee not exceeding Rs..... (Rupees.....Only).
3. We, .....(indicate the Name of the Bank) further undertake to pay to the “Owner” any money so demanded notwithstanding any dispute or disputes raised by the Executing Agency in any suit or proceeding pending before any court or Tribunal relating thereto, our liabilities under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the Executing Agency shall have no claim against us for making such payment.
4. We, .....(indicate the Name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken against the initial deposit as per clause 10.1 of the said Agreement and that it shall continue to be enforceable till all dues of the “Owner” or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged on behalf of the “Owner” certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said Executing Agency accordingly discharges this guarantee.
5. We, .....(indicate the Name of the Bank) further agree with the “Owner” that the “Owner” shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Executing Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the “Owner” against the said Executing Agency and to forebear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Executing Agency or for any forbearance, act of omission on the part of the “Owner” or any indulgence by the “Owner” to the said Executing Agency or by any such matter or thing whatsoever.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or Executing Agency or the “Owner”.
7. We, .....(indicate the Name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the “Owner” in writing.
8. This Bank guarantee shall be effective only when the Bank Guarantee message is transmitted by the issuing Bank through Structured Financial Messaging System(SFMS) to ICICI Bank, Connaught Place, New Delhi - 110001 having IFSC ICIC0000007 , Account No. 000705054052 through SFMS and authenticated by the said NSIC’s/NSIC’s Bank.
9. Further, the amount of invocation of the Bank Guarantee shall be remitted to NSIC’s account no. 000705054052 with ICICI Bank, Connaught Place, New Delhi - 110001 (IFSC ICIC0000007) under written intimation to Deputy General Manager (C&P), National Small Industries Corporation Ltd., NSIC Bhawan, Okhla Industrial Estate, New Delhi - 110020.
10. Notwithstanding anything contained herein :
  - i. Our liability under this bank guarantee shall not exceed Rs..... (Rupees.....Only).
  - ii. We are liable to pay the amount or any part there as per claim of “Owner” under this Bank Guarantee only and only if “Owner” serve upon us in written claim or demand on us in terms of the Agreement.

Dated the.....day of .....for.....(indicate the Name of the Bank).

**ANNEXURE - F**

**PROFORMA OF INSURANCE SURETY BOND FOR INITIAL DEPOSIT**

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of issuing Insurance Company)

To,  
The National Small Industries Corporation Ltd.  
NSIC Bhawan, Okhla Industrial Estate, New Delhi-110020

Surety Bond No. ....  
Surety Bond Issue Date.....  
Surety Bond Amount : Rs.....  
Bond Valid upto : .....  
Bond Claim Period .....

Dear Sir,

1. Whereas The National Small Industries Corporation Ltd, NSIC Bhawan, Okhla Industrial Estate, New Delhi-110020 (hereafter referred to as NSIC) and <Name & Address of Executing Agency>. (hereinafter referred as Executing Agency) have executed an agreement dated..... for Project Development, Monitoring and Control for the Construction of Technology Centre Building at A-180, Industrial Estate, Peenya -1<sup>st</sup> Stage, Bengaluru-560058 and the Executing Agency has agreed to submit an Insurance Surety Bond for Rs. .... (Rupees .....only) in favour of the The National Small Industries Corporation Ltd, NSIC Bhawan, Okhla Industrial Estate, New Delhi-110020 as surety against Initial Deposit for compliance of his obligations in accordance with the terms and conditions in the said agreement which shall be valid up to ..... (hereafter referred to as “Validity Date”)

Now at the request of the Executing Agency, we..... Insurance Company Limited, registered under the Insurance Act, 1938, with its Corporate Office located at ..... And its Registered/Head Office, located at..... (the “Surety”) to transact the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDA Act, 1999 & IRDA Guidelines issued vide IRDAI/NL/GDL/SIC/01/01/2022 3rd January, 2022, agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

2. The Surety do hereby undertake and assure to the NSIC that, if in opinion of NSIC the Executing Agency in any way fails to observe or perform the terms and conditions of the Letter of Award/ RFP or commits any breach of its obligations thereunder, or in case of loss or damage caused to or would be caused to or suffered by NSIC by reason of breach or renewal of the Performance Security or in case any outstanding amount due to NSIC in terms of the agreement, the Surety shall on demand and without any objection or demur, protest pay to the NSIC such sum or sums up to an aggregate sum of the Bond Amount or such lesser amount as NSIC may demand without requiring NSIC to have recourse to any legal remedy that may be available to it to compel the Surety to pay the

same.

3. Any such demand from the NSIC shall be conclusive as regards the liability of Executing Agency to pay to NSIC or as regards the amount payable by the Surety under this Surety Bond. The Surety shall not be entitled to withhold payment on the ground that the Executing Agency had disputed its liability to pay or has disputed the quantum of the amount or that any legal proceeding is pending between Executing Agency and NSIC regarding the claim.
4. The liability of the Surety under this Surety Bond is restricted to the Bond Amount and this Surety Bond shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Surety further agrees that the NSIC shall have the fullest liberty without the consent of the Surety and without affecting in any way the liability of the Surety under this Surety Bond to vary any of the terms and conditions of the agreement or to extend the time for the performance contained in the agreement from any of the powers exercisable by NSIC against the Executing Agency and to forebear from enforcing any of the terms and conditions relating to the Agreement and the Surety shall not be relieved from its liability by reason of such failure or extension being granted to Executing Agency or through any forbearance, act or omission on the part of NSIC or any indulgence by NSIC to Executing Agency or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Surety.
6. This surety bond shall be continuing surety and shall not be discharged by any change in the constitution of the Surety, or in the constitution of the Executing Agency or NSIC.
7. We lastly undertake not to revoke this Surety during its currency except with the previous consent of the NSIC in writing.
8. In case NSIC demands for any money under this Surety Bond through written claim or demand, the same shall be paid through NEFT/RTGS to NSIC's Bank Account No. \_\_\_\_\_ (IFSC \_\_\_\_\_) under written intimation to NSIC.
9. The Surety guarantees that the below mentioned officers who have signed it on behalf of the Surety have authority to give this Surety Bond under its delegated power.

Notwithstanding anything contained herein above:

- a. Our Liability under this Surety Bond shall not exceed Rs. \_\_\_\_\_ (**Rupees:..... Only**).
- b. This Surety Bond shall be valid up to \_\_\_\_\_ (Validity date)
- c. Further a claim period of **3 (three) months** from the Validity date of the Surety Bond is available to make a demand under this Surety Bond. We are liable to pay the Bond Amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before (Date of claim \_\_\_\_\_ period if any).

Place: .....

Date: ..... (Signature of the Surety)

Rubber stamp of the Surety

Authorised Power of Attorney Number: .....

Name of the Surety officer: .....

Designation: .....

Complete Postal address of Surety: .....

.....

Telephone Numbers .....

Fax numbers .....

Email ID (only official Email ID) .....

Name, Address, contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom/ where the Surety Bond can be got confirmed by NSIC.

.....

.....

**ANNEXURE - G****ANNUAL TURNOVER, PROFITABILITY & NET WORTH CERTIFICATE****(On the Letter Head of Chartered Accountant)**

M/s &lt; Name of the Bidder&gt; \_\_\_\_\_

Address: \_\_\_\_\_

PAN No: \_\_\_\_\_

**Tender Ref. No. : No. SIC/HO/WD/CFTC/2025-26**

Based on audited financial statements of the Bidder, the figures of Turnover, Net Profit After Tax and Net worth for the following financial years are certified as follows:

*(All figures - Rupees in Lakh)*

S. No.	Financial Year	Turnover	Net Profit After Tax	Net worth
1	2020-21			-----
2	2021-22			
3	2022-23			
4	2023-24			
5	2024-25			

i) Average Turnover of the Last Five Financial Years: \_\_\_\_\_ (Rupees in Lakh)ii) Average Net-Profit/ Loss (after tax) of the Last Five Financial Years: \_\_\_\_ (Rupees in Lakh)

Further, it is certified that the Net Worth has:-

a. Eroded

b. Not eroded

} Please strike off as applicable

by more than 30% (thirty percent) in the Last Three financial years, ending on 31st March, 2025.

Place:

Date:

UDIN:

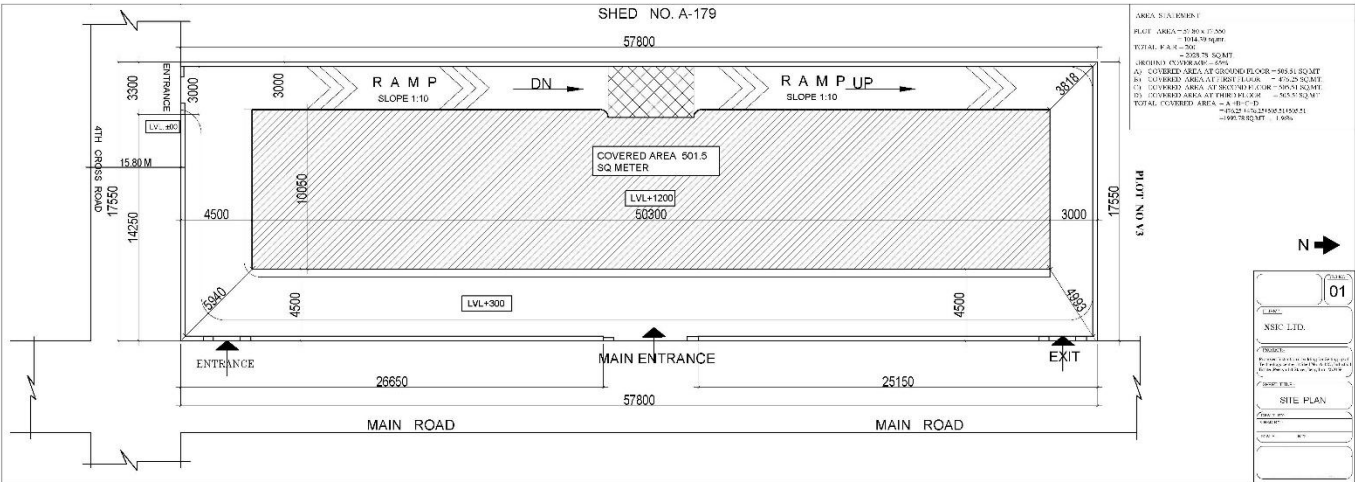
Membership No.:

Signature &amp; Seal of the Chartered Accountant

**Note:**

1. **Annual Financial Turnover of the bidder from operations shall mean** - "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).
2. **Net worth** means the sum total of the paid-up share capital and free reserves. **Free reserve** means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further, any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.
3. The Net worth erosion shall be calculated w.r.t. the Net worth on the last date of FY 2024-25.

# SECTION - 7 PRELIMINARY CONCEPTUAL SITE PLAN



END OF DOCUMENT

**Signature Not Verified**

Digitally signed by ANIREHAN GUPTA  
Date: 2026.02.26 18:47:21 IST  
Location: eProcurement System for  
Central PSUs