



एक नवरत्न कंपनी

एनएचपीसी लिमिटेड
(भारत सरकार का उद्यम)

NHPC Limited
(A Govt. of India Enterprise)

A Navaratna Company

क्षेत्रीय कार्यालय, इटानगर
Regional Office, Itanagar
जिला: पापुमपारे, अरुणाचल प्रदेश
District: Papumpare,
Arunachal Pradesh
Tel: 03602292830
email: ro-itanagar@nhpc.nic.in

No. GEM/2024/B/5144189/1067

Date: 09/12/2024

Letter of Award

To,

M/s PUREWAYS INFRA PRIVATE LIMITED

(Formally known as Growever Infra Private Limited),

Shop No.FH-1, Plot No.7, Ist Floor, Vardhman Plaza,

Magalam Palace, Rohini, NA, New Delhi, South delhi-110085, Delhi, India

Subject: Letter of Award for GeM Bid for "Hiring of Architectural Consultancy Services for the development of office, Guest Houses and Township of NHPC Regional Office Cum Residential Complex at Hollongi Airport Project Development Area, Kokola, under Balijan Circle, Papum Pare, Arunachal Pradesh".

Reference: 1. Bid No GEM/2024/B/5144189 dated 16/08/2024.
2. Your tender dated: 31-08-2024.
3. Our No: NH/RO-ITA/P&C/2024/GeM/5144189/1161 Dated:09/11/2024
4. Your Letter dated: 11/11/2024

Dear Sir,

Please refer the GeM bid and your tender offer under reference. In this connection NHPC Ltd., RO-Itanagar is pleased to place award order for the above work for an amount of **Rs.74,00,000.00** (Rupees Seventy Four Lacs only) including all applicable taxes & duties as per the terms and conditions detailed herein under. The Bill of Quantity is enclosed as Annexure- A.

Terms and Condition

1. Time Schedule: The work shall be completed in all respects as mentioned in SCC clause No.7 & 9.9. Before commencement of work all labour laws/ statutory compliance/ insurance as per tender condition shall be obtained. Delay in completion of the work shall attract LD (Liquid damages) as terms & conditions of bid document.
2. Engineer in Charge: Sh.B.D.Moharana , General Manager (Elect.), NHPC Ltd., Regional Office, Itanagar, Arunachal Pradesh.
3. Paying Authority: Sr. Manager (Finance), Finance Division, NHPC Ltd., Regional Office, Itanagar, Arunachal Pradesh.


sm(E)

4. "Labour Insurance Certificate" for the labour deployed for the work under requisite insurance scheme shall be submitted before start of the work.
5. a) Income Tax: Income Tax shall be deducted from the bill as per income tax rules.
b) TDS as applicable shall be governed by applicable GST rule.
6. These 'Terms and Conditions', 'Special Condition of Contract', General Terms & Conditions (GCC) and 'Bill of Quantities' shall form the part of this LOA. Rest all other terms and conditions of GTC of GeM portal remain the same.
7. You are requested to attend the office of undersigned within 30(Thirty days) days from the date of issue of this letter along with Non Judicial Stamp Paper of the requisite value for signing the agreement of the said work. The letter of award shall also be the part of the agreement. Without the 'Agreement' no payment shall be released. **Agreement will be signed between NHPC Limited and your firm after the performance security deposit amounting to Rs.3,70,000.00 (Rupees Three Lacs Seventy Thousand only).**
8. Please acknowledge the receipt of this letter of Award and return duplicate copy of this letter within 7 (seven) days duly signed on each page as a token of acceptance of the order and terms & conditions of this offer. If the duplicate copy is not received, it will be presumed that the same has been accepted.

Yours faithfully,

**Senior Manager (Elect.)
(Procurement & Contract)**

Enclosure: 1. Bill of Quantities (Annexure-A)
2. SCC (Special Conditions of Contract) & Scope of Work
3. Technical Specification

NOO

Copy To:-

1. The Executive Director (RO- Itanagar) – for kind information please
2. General Manager(Elect.) – for kind information please
3. General Manager(HR) – for kind information please
4. The SM (Finance), RO-Itanagar - for kind information please
5. Work File

Annexure- I

SCHEDULE OF QUANTITIES AND PRICES(BILL OF QUANTITIES)

Name of Work: Hiring of Architectural Consultancy Services for the development of office, Guest Houses and Township of NHPC Regional Office Cum Residential Complex at Hollongi Airport Project Development Area, Kokola, under Balijan Circle, Papum Pare, Arunachal Pradesh.

Item No.	Description of Item	Unit	Quantity	Unit Rate (inclusive all Taxes & duties) (In Rs.)	Total Amount (inclusive all Taxes& duties) (In Rs.)
1.	Hiring Of Consultants – Milestone /Deliverable Based - AS PER ATC (As Specified in Scope Of Work & SCC)	Nos	01	74,00,000.00	74,00,000.00
Total amount in Rs.					74,00,000.00
(Rupees Seventy Four Lacs only)					



Senior Manager (Elect.)
(Procurement & Contract)

SPECIAL CONDITIONS OF CONTRACT (SCC) & Scope of Work

Name of Work: Hiring of Architectural Consultancy Services for the development of office, Guest Houses and Township of NHPC Regional Office Cum Residential Complex at Hollongi Airport Project Development Area, Kokola, under Balijan Circle, Papum Pare, Arunachal Pradesh (AP).

INTRODUCTION:

These Special Conditions of Contract shall be read and construed along with the General Conditions of Contract. In case of any conflict or inconsistency, between these Special Conditions of Contract and General Conditions of Contract, provisions of these Special Conditions herein shall prevail.

The consultancy work envisages the conceptual planning & layout of office, Guest House/Field hostels etc. , Designing and Estimation of works, preparation of inputs for tender documents and assistance during tendering process, monitoring during construction till completion of works for the proposed Construction & development of Residential ,Non-Residential Buildings, other utilities and infrastructure etc. for the development of office, Guest Houses and Township of NHPC Regional Office Cum Residential Complex at Hollongi Airport Project Development Area, Kokila, under Balijan Circle, Papum Pare, Arunachal Pradesh. The Project Head Quarters are located approx. 35.1 km from nearest railway station Naharlagun, Arunachal Pradesh and nearest airport Hollongi Airport is just 2 Km. The location of the plot is enclosed at Annexure 1.

Plinth Area of the built up Area in Sqm

Plot	Permanent Residential Building	Permanent Non Residential Building	Temporary Residential Building	Temporary Non Residential Building	Total
NHPC Land at Hollongi Airport Project Development Area at Kokila	1585	3850	-	-	5435

The list of the structures and requirements at NHPC land at Hollongi Airport Project Development Area at Kokila site is enclosed as Annexure 2.

1.0 **SCOPE OF WORK:**



The brief scope of work of the Architectural/ Engineering Consultant herein after referred as Consultant shall be as described below but not limited to the followings:

- (i) Preparation of Master plan, concept plan, architectural design & drawing and layout for residential and non-residential buildings and other utilities and infrastructure development e.g. roads, parking, water supply line, sewerage line, surface drainage system, green belt area, parks, playground, security services, rain water harvesting & landscaping, plumbing, firefighting including smoke detectors and fire alarms, drainage & waste management, Internal and external electrification, IT, HVAC. The concept drawings are to be prepared keeping in view the architectural aspects prevalent in State of Arunachal Pradesh.
- (ii) To prepare and submit structural/sketch design & drawings with calculations duly verified by Proof consultant.
- (iii) Submission of Sketch designs/ presentation drawings making revisions as per requirements of NHPC till sketch designs are finally approved by NHPC and making preliminary estimates of cost. Also, provide options of various construction technologies and its cost effectiveness.
- (iv) Assisting in preparation of tender documents with detailed Bill of Quantities and detailed specifications, etc.
- (v) Provide assistance in construction monitoring, Project Management, Quality Control and Assurance during the execution of works including submission of construction drawings and site visit reports.
- (vi) The scope also includes providing assistance for pre and post construction approvals from local authorities and statutory bodies.
- (vii) The Architect shall conduct all project review meetings in designated office and also at construction sites for smooth execution of project.
- (viii) Scrutiny of the bills submitted by the contractors/ vendors and certifying the same for payment (after necessary corrections).

1.1 The Consultant is required to prepare and submit conceptual drawings consisting of layout plan, elevations, sections and perspective in the scale of 1:100 or as required to fit on A1 size paper along with computer generated 3-D image of the buildings. The Consultant shall submit a DVD/Pendrive containing the proposed building plans and services with 3 D imaging and 'walk through' demonstration of facility designed and compatible for 3D holograph modelling. The scope of consultancy work shall also include the planning, designing, preparing preliminary as well as detailed working drawings, construction drawings and completion plans of the following:

- 1.1.1 Architectural.
- 1.1.2 Electrical Installations and Substation and measures for energy efficiency.
- 1.1.3 Sanitary, drainage and water supply including pump sets.
- 1.1.4 Lift with machine room.
- 1.1.5 HVAC Central Air conditioning or any other suitable Air conditioning system.
- 1.1.6 Firefighting system including fire pumps, sprinklers.



- 1.1.7 Smoke detection and fire alarm system.
- 1.1.8 Landscaping and Gardening.
- 1.1.9 Landscape lighting and garden lighting.
- 1.1.10 DG set.
- 1.1.11 Electrical power distribution.
- 1.1.12 Various building automation services such as CCTV system, Public Address and Conferencing system, External cleaning, UPS, Audio Visual system. Building Management System, Access Control system, security systems etc. necessary for an office building.
- 1.1.13 Structural glazing, Alco paneling etc wherever required.
- 1.1.14 Facade access system.
- 1.1.15 Rain water harvesting system.
- 1.1.16 Solar power pack and solar water heating and lighting system.
- 1.1.17 Environmental study and report, if required.
- 1.1.18 Sewerage treatment plant.
- 1.1.19 Water treatment plant.
- 1.1.20 To advice on Green building features to the extent possible.
- 1.1.21 Any other services / systems as may be found necessary for functional requirement of the buildings and colony area as a whole.
- 1.1.22 Structural and associated designs where ever specifically indicated by the NHPC. The Consultant may engage the services of well qualified Specialists or sub-consultants pertaining to the above services and coordinate with them. The fees due to the sub-consultants appointed for the above services shall be payable solely by the Consultant, within the overall approved fee payable to the Consultant by the NHPC including expenses incurred by the sub-consultants towards site/ office/ market visits required in connection with the project. The Consultant shall also be responsible for all the work, action, and omissions of such sub-consultants. However, these specialists/ sub-consultants would be engaged by the ' Consultant, only after obtaining prior approval of the Engineer in Charge. During the course of consultancy, the Consultant would be required to interact regularly with the NHPC for which nothing extra shall be payable.

The design provided by the Consultant shall be based on National Code of Practice and Design norms, barrier-free design for physically challenged as per the Government of India norms and other sound engineering practices shall have to be proof checked by Proof Consultant. Two sets of approved design calculation, electrical and all other services shall be submitted to the Engineer in Charge.

Note:- Tentative list of drawings proposed to be prepared and submitted by the consultant for rendering service is attached as Annexure-3.

2.0 STAGES OF CONSULTANCY WORK

The consultant shall render his services in following stages of the colonies development

Phase	Stage No.	Activities
Preliminary	1	Submission of conceptual Plan/ layout at least 3 options for development of office, Guest Houses and Township of NHPC Regional Office Cum Residential

		Complex at Hollongi Airport Project Development Area, Kokila, under Balijan Circle, Papum Pare, A.P.
	2	Submission of the required preliminary design for NHPC's approval along with the preliminary estimate of cost.
	3	Submission of detailed planning report and master layout Plan drawings and cost estimate including suggestions for approval from NHPC/ statutory authorities, if required.
Detailed design of various tender packages and tendering	4	Preparation and Submission of working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and assistance in preparation of tender documents for structures.
	5	Assistance during tendering process.
Construction	6	Monitoring and preparation & supply of construction drawings of works during execution, site visit reports and providing necessary inputs if required
Completion	7	Completion of Works

2.1 PRELIMINARY (Stage 1, 2 & 3)

The following shall be the responsibilities of the NHPC:

- Topographical survey to be carried out by Consultant's as per bidder's requirement. No payment shall be paid extra in this regard.
- The NHPC shall provide detailed requirements of the project in writing. This shall form the basis of all later designs.
- Wherever the Consultant is required to obtain SSI reports, soil condition and soil test reports, the actual cost of the same shall be reimbursable from the NHPC (only if not arranged by NHPC).

2.1.1 The Consultant shall submit all preliminary designs and details of all proposed plans (min. 3 options) and of any subsequent changes and deviations duly verified by Proof Consultant. The options for development of office, Guest Houses and Township of NHPC Regional Office Cum Residential Complex at Hollongi Airport Project Development Area, Kokila, under Balijan Circle, Papum Pare, A.P. plots being located at different locations are to be submitted separately.

2.1.2 NHPC shall review the submitted options and accept one option for each location for further preparation of detailed report. The consultant shall prepare a detailed project planning report which includes time lines in PERT chart, cost estimates of structures, adoption latest construction technologies/ materials etc. The report of accepted options of development of office, Guest Houses and Township of NHPC Regional Office Cum Residential Complex at Hollongi Airport Project Development Area, Kokila, under Balijan Circle, Papum Pare, A.P. can be clubbed in one single report.

2.1.3 The Consultant shall obtain necessary approval/sanction for construction including assisting the NHPC in obtaining various clearances/NoC from the Competent Authority. The regulatory requirements shall be identified along with each design and submitted in writing. Nothing extra

shall be payable to the Consultant beyond their quoted fee advising in for obtaining aforesaid approvals/ clearances. However, all statutory payments required to be paid for obtaining clearances shall be made by the NHPC.

2.1.4 The Consultant shall submit design/estimate/drawing of boundary wall within 45 days from date of agreement.

2.2. DETAILED DESIGN AND TENDER (Stage 4 & 5)

2.2.1. Design and Tender Stage shall include preparation of required technical documents and providing technical assistance in preparation of Bid Documents, need based assistance to NHPC in preparation of reply to bid queries for construction of development of office, Guest Houses and Township of NHPC Regional Office Cum Residential Complex at Hollongi Airport Project Development Area, Kokila, under Balijan Circle, Papum Pare, A.P. to be formulated in various work Packages. The scope of works during tender stage design shall include but not limited to the following:

- a. Design of buildings and other infrastructures including preparation of design briefs / design memorandums and design calculations etc. for each duly verified by Proof Consultant.
- b. Preparation of required tender drawings for various packages including interfacing.
- c. Firming up the suitability of adoption latest construction technologies in building construction.
- d. Preparation of Technical Specifications for the works.
- e. Assistance in preparation of Special Conditions of Contract for execution of works at the colony sites.
- f. Assisting Client (NHPC) for replies to bid queries & finalization of contract.

2.2.2. The Tender drawings of the building and utility structures shall be provided for but not limited to the following:

- i) General Arrangement and layout drawings,
- ii) Excavation outline drawings of the Building structures,
- iii) Concrete outline drawings,
- iv) Foundation drawings,
- v) General reinforcement arrangement drawings,
- vii) General Structural Steel drawings,
- viii) General Electrical outline drawings
- ix) Other miscellaneous drawings (open space development).

All these drawings shall include plan and sections, enough to define the desired aspect with bid level details.



2.2.3. Bill of Quantities, special conditions and other necessary technical inputs as required by the NHPC for inclusion in Bid Documents of work packages planned shall be submitted within 45 days or as direction of EIC from the approval of Master Layout.

2.2.4. The Consultant shall be required to submit any additional inputs as required by NHPC during the process of tendering.

2.3. CONSTRUCTION (Stage 6)

2.3.1. The Consultant shall assist NHPC on matters related to execution of the works by the appointed Contractors and shall prepare and supply detailed construction drawings and revisions thereof for approval of NHPC. Further check and approve construction /shop drawings, if any, submitted by the contractors.

2.3.2. Periodic visit to sites as and when required by the NHPC. Assess periodical progress of construction activities and to review contractor's presentation of problem areas. Advising client on possible problems and delays that may arise in future, to ensure timely action to prevent the problems

2.3.3. Advise NHPC for the work as and when required. The Consultant may have to liaison with NHPC at its office at Faridabad, Haryana (India) apart from project/other Contractors from the date of award of this work till the completion of Work packages /Defect liability period of this consultancy work.

2.3.4. Advise NHPC on changes, if necessary for technical reasons.

2.3.5. Assist in obtaining necessary approval from the local body before commencement of work including Fire Safety Department and various stages of work including clearance from fire and safety department as and when required.

2.3.6. Review and confirm Construction Contractor's punchlist items to be identified and completed in accordance with the construction contract. Assist in verify the facility is ready to start up.

2.3.7. The site visit report will be prepared under the following headings:-

- development of the project,
- scheduling and performance,
- resources management,
- urgent decisions required,
- deviations from the schedules and cost.

Explanatory Note: The scope of work described above gives in general the work content, but is not exhaustive i.e., does not mention all the incidental works required to be carried out for complete execution of the work. The work shall be carried out, all in accordance with true intent and meaning, regardless of whether the same may or may not be particularly described, provided that the same can be reasonably inferred there from. There may be several incidental works, which are not mentioned herein but within the scope of works, which will be necessary to complete the work in all respects. All such incidental



works, costs thereof which are not mentioned herein but are necessary to complete the work shall be deemed to have been included in the rate quoted by the consultant.

2.4 COMPLETION (Stage-7)

The Consultant shall.

2.4.1 Assist in obtaining completion and occupational certificates, wherever necessary from the local bodies as applicable after completion of work and supply the same, including any other documents/ details, related to the work, to the NHPC.

2.4.2 Check the Contractors' 'as built'/ completion drawings including 1:100 scale plans, elevations and cross sections, services, etc., indicating the details of the building, as completed, and supply 03 (Three) sets of completion drawings to the NHPC and also hand over the originals of the completion drawing to the NHPC. The changes, if any, during execution of work shall be intimated by the NHPC to the Consultant for preparation of the above drawings.

3.0 PROOF CONSULTANT

3.1 The Consultant shall obtain the prior approval of the NHPC of all designs and details of all proposed plans and of any subsequent changes and deviations and of computations of all designs, services designs including E & M services etc. Such details/ computations of all designs shall be made available to the Engineer in Charge in duplicate after the vetting/ verification of Proof Consultant.

3.2 The Consultant shall engage Proof Consultant with prior approval of EIC. The cost of the services rendered by proof consultant are deemed part of the quoted fee. The proof consultant can be any reputed architectural consultants/structural consultants/designers of the State/ Central Government agency or Department or institution or Autonomous body i.e., IITs/NITs/Govt. Technical Institutes/ School Planning & Architecture.

4. SCHEDULE PAYMENT OF FEE

The schedule of payment of Fee is as under:

4.1 Hiring charges in percentage of project cost shall be derived by NHPC based on BOQ quoted rate by bidder. The total amount to be payable to the bidder by taking percentage (%) of hiring charges derived by NHPC multiplying with project cost. The total amount shall not be more the Letter of Award (LOA) value.

4.2. The Consultant shall submit, along with draft estimate, a bill pertaining to its payment to the EIC, who shall scrutinize and admit payment in 4 phases as follows.

Phase	Activity	Fees	Remarks
Preliminary	Stage -1: Submission of Conceptual Plan(s)	30% of 15% Total fee	This Phase shall be 15% Total fee
	Stage 2: Submission of draft preliminary report	30% of 15% Total fee	
	Stage 3: Submission of Master layout and report	40% of 15% Total fee	
Detailed design of various tender packages and tendering	Stage-4: Submission of Report including drawings, specifications and schedule of quantities	50% of 30 % Total fee	This Phase shall be 30 % Total fee
	Stage 5: Submission of	50% of 30 %	

	recommendations/ report on tender	Total fee	
Construction	Stage 6: Submission of Construction drawing and Checking & approve Construction Drawings wherever required	50% of 45 % Total fee	This Phase shall be 45% Total fee
	Stage 6A: Submission of Site visit reports	50% of 45 % Total fee	
Completion	Stage7: Submission of Completion report structure wise	100% of 10 % Total fee	This Phase shall be 10% Total fee

4.2.1 The fees due to the Consultant as per the schedule of fees is inclusive of fees payable by the Consultant to sub-consultants and associates, if engaged by him and nothing extra shall be payable on the account. The fees payable to the Consultant shall be in full discharge of functions to be performed by the Consultant and sub Consultant and no claim whatsoever against the NHPC in respect of any proprietary right or copy right by the Consultant or any other party will be entertained.

4.2.2 The Consultant shall submit the complete programme of submission of all drawings within a month of award of work, mentioning the full list of drawings.

4.2.2 The quoted rate shall be inclusive of all statutory taxes. Income tax as payable as per statutory orders/laws shall be deducted at source. TDS certificate shall be issued for such deductions.

4.2.3 In case only a part of the project is continued beyond any stage, the deductions for payments made against earlier stages shall only be in respect of proportionate cost of the said part of the project.

For the said purpose, the cost of the project shall be the cost of the building and site development work as calculated initially on the technically accepted estimates of costs by the NHPC on specified rate schedule including the cost of structural, sanitary, plumbing and electrical work, sanitary and electrical fittings and fixtures, lifts, escalators, mechanical equipments, STP and substation, DGS, landscaping, interiors and graphic signage i.e., on all items on which the architect render professional services.

4.2.4 All running payments made to Consultant are on account and shall be adjusted against final fee payable. For claiming the payment, Consultant shall submit necessary bills in duplicate to the Engineer in Charge. Payments due to the Consultant shall be made within one month of submission of bills of the corresponding stage after satisfactory evaluation and performance, provided that the proposed payment schedule may be altered subject to the approval of NHPC after agreement stage for unforeseen practical reasons.

The mode of payment shall be online transfer of funds through RTGS/NEFT.

5. DELIVERABLES

All the drawings should be prepared in digitized forms using inkjet/Pen plotter and stranded computer software like AutoCAD (latest version) or as directed by Engineer-in-Charge.

The report should also cover other pertinent details not specifically mentioned above but which are necessary for the completeness of the report. The report should include detailed guidelines of CPWD/NBC, NHPC, GoAP, mini smart city guidelines for CPSEs issued by DPE, GoI for using the various parameters for developing the architecture, Design of colony structures.

Further, Consultant shall furnish a certificate that designs/specifications /drawing are as per National Building Code/other applicable standards.

The documents shall be the property of NHPC Ltd. Plan, Layouts, drawings and draft report shall be submitted in two hard copies and final report in three hard copies along with soft copy for the purpose of ascertaining progress and regulating payments.

Details of deliverables as per stages are tabulated as under:

Phases	Activities	Deliverables	No. of sets
Preliminary	Stage -1: Submission of Conceptual Plan(s)	Preliminary conceptual plan (min. 3 options.	03 sets
	Stage 2: Submission of draft preliminary report	Preliminary report of above options that includes preliminary design with tentative cost estimates.	03sets
	Stage 3: Submission of Master layout and report of accepted option.	Detailed project planning reports including timelines in PERT Chart , Master layouts and cost estimate	03 sets
Detailed design of various tender packages and tendering	Stage-4: Submission of Report including drawings, specifications and schedule of quantities	Detailed Design (Briefs, memorandums and calculations of Original as well as Repetitive), Tender Drawings, and Technical Specification, Schedule of Quantities (BOQ), Special Condition of Contract and Cost estimates.	03 sets
	Stage 5: Submission of recommendations/ report on tender	Recommendations/ report on tender	02 sets
Construction	Stage 6: Submission of Construction drawing and Checking & approve Construction Drawings wherever required	Detailed Construction drawings & Revised Construction drawings(if any) ,Approved construction drawing submitted by Contractor(If any)	03 sets
	Stage 6A: Submission of Site visit reports	Site visit reports	03 sets
Completion	Stage7: Submission of Completion report structure wise	Completion report structure wise, checked 'as built drawing,	03 sets



OTHER TERMS & CONDITIONS

6. ADDITIONS AND ALTERATIONS

6.1 The NHPC shall have the right to request in writing changes, additions, modification or deletions in the design and drawing of any part of the work and at any stage during the progress of consultancy work. The NHPC, through Engineer in Charge shall also have the right to request in writing additional planning, design and detailing work in connection therewith and the Consultant shall comply with such request.

6.2 For normal variation not involving any major revision the Consultant shall not be reimbursed any extra charges. Major changes shall mean revisions requested by the NHPC after detailed architectural/interior works is already made out by the Consultant. However, if after completion of design and drawings, If major changes are required by the NHPC. The Consultant shall be paid for revision in works on pro-rata basis on the same percentage fees as for a new work.

7. GENERAL TIME SCHEDULE FOR COMPLETING THE WORK

7.1 The date of commencement of work will be reckoned from the 10th (tenth) day after the date of award of the work to the Consultant unless otherwise specifically ordered by the Engineer in Charge.

The timelines for the project are as follows:

Phase	Stage	Time from the date of Start of Work (months)	Cumulative time schedule (months)
Preliminary	Stage 1,2&3	2 (two) months	02
Detailed Design and Tender stage	Stage 4&5	4 months	06
Construction	Stage 6	29 months as approved by NHPC or until completion of work whichever is later.	35*
Completion	Stage 7	01 months after completion of work by construction agency.	36*

*- May change depend on completion of works and as per direction of EIC.

7.2 Completion of preliminary stage: 02 months from the date of commencement excluding time taken by the NHPC and local bodies after submission of all drawings, designs etc. required by the local authorities.

7.3 Completion of Design and Drawing Stage: 02 months after Clause 7.2.

7.4 Completion of Tender Stage: 4 months after Clause 7.2.

7.5 Completion of Construction stage: As per the completion of works.



7.6 Submission of all as-built (architectural and services drawings) and occupation certificate from local bodies including approval from various statutory authorities: 01 months after completion of work package recorded by the NHPC.

7.7 The consultant shall submit monthly status on progress of services including item wise %age completion.

8. NUMBER OF DRAWING SETS AND COPY RIGHT

8.1. All the reports and any other details envisaged under this scope shall be supplied in triplicate. All wings as required for submission to all the local bodies and other authorities shall be submitted as per the requirement of local body. All the drawings for the correction, comments, discussion and approval of Engineer in Charge shall be submitted in duplicate. Three copies of all the finalized drawings shall be submitted to the NHPC along with one reproducible (computer print) in A4 or larger size, along with a soft copy. If there is any revision in any of the drawings for any reason whatsoever three copies of revised drawings/ drawing change note along with one reproducible (computer print) shall be re-issued along with soft copy in DVD/ Pendrive without any extra charge. All these drawings shall become the property of the NHPC, Regional Office Itanagar.

8.2 The drawings cannot be issued to any other person, firm or authority or used by the Consultant for any other project. No copies of any drawings or documents shall be issued to anyone by the Consultant directly or through any other person except the Engineer in Charge and/ or its authorized representative.

9. GENERAL

9.1 The Consultant shall be fully responsible for the technical soundness of the Work including those of specialist/Sub-consultants engaged if any, by him and visit site from time to time to see that the work is carried out generally in accordance with drawings, specifications and architectural concept.

9.2 The NHPC or any officer nominated by it will have the liberty to meet Consultant and / or his sub-consultants at mutually agreed meeting time. The Consultant or his agents shall not meet or interact with unauthorized personnel of the NHPC or share information without the permission of the NHPC.

9.3 The design shall be based on National Code of Practice and Design norms and other sound engineering practices.

9.4 The Consultant shall ensure timely now of working drawing/ instructions. He shall ensure that there is no delay in the execution of work on account of supply of design, drawings and details.

9.5 The Consultant will function as part of the team for the project. The Consultant shall prepare design/ drawings keeping in view the economy aesthetic and environmental considerations.

9.6. The Consultant shall be fully responsible in his capacity as Consultant for the soundness of the design and shall assume full responsibility for the design.



9.7 The Consultant shall promptly notify the NHPC of any change in the constitution of his firm or in the event of blacklisting by any public agency. It shall be open to the NHPC to terminate the Agreement on the death, retirement, insanity or insolvency of any person being Director in the said firm, or on the addition or introduction of a new Director.

9.8 The Consultant's fee is also inclusive of responsibilities of carrying out modifications in approved designs and drawings, if any, required during execution of work due to site conditions or any other reason.

9.9 COMMENCEMENT AND COMPLETION OF CONTRACT

9.9.1 Effectiveness of Contract

This Contract shall come into effect on the date of issue of Letter of Acceptance or such other later date as may be stated in the Letter of Acceptance.

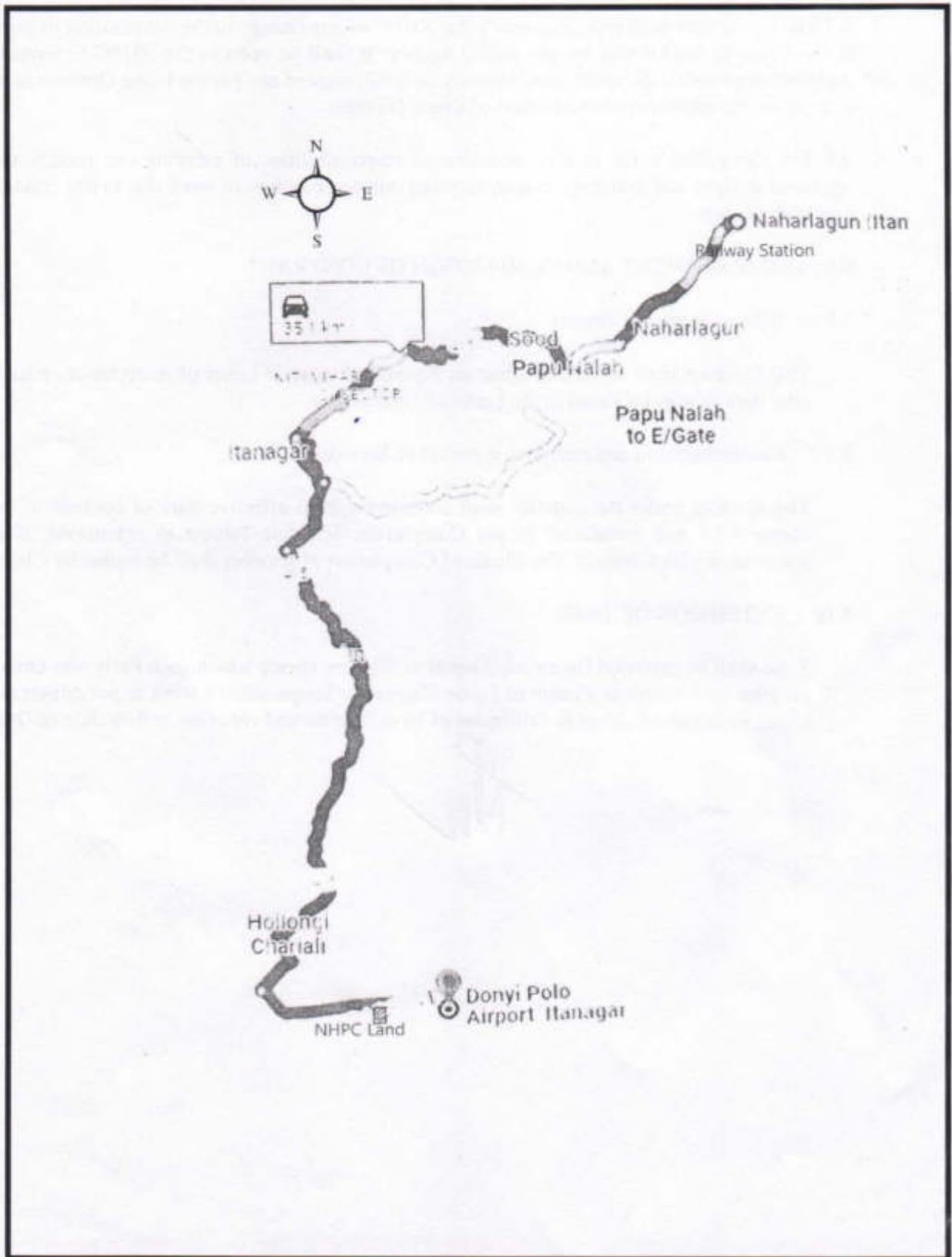
9.9.2 Commencement and completion period of Services

The services under the contract shall commence from effective date of contract as per Sub clause 9.9.1 and completed as per Completion Schedule subject to extensions, if any, in accordance with Contract. Certificate of Completion of services shall be issued by Client.

9.10 EXTENSION OF TIME

Time 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 or Suspension of work as per direction of Client or failure of Client to fulfilment of its obligation and variation in Schedule of Quantity.





Handwritten signature

DETAILS OF PROPOSED PERMANENT NON-RESIDENTIAL BUILDINGS

Sl. No.	Description	No. of Bldg.	Plinth Area (Sqm)	Total Area in Sqm	Type	Remarks
1	Office Building with Auditorium	1	1000	3000	Triple Storey	
2	D.G. Shed & Control Room	1	200	200	Single storey	
3	Community Hall (For Indoor Games, YOGA & Gym and other activities)	1	500	500	Single storey	
4	Security Check posts	2	75	150	Single storey	
Total =			1775	3850	Sqm	

Note: Area calculated based on Office order No. NH/E&FMS/Misc/519 dated 04.11.2009.

DETAILS OF PROPOSED PERMANENT RESIDENTIAL BUILDINGS

Sl. No.	Description	No. of Empl.	No. of Bldg.	No. of Unit per Floor	Plinth Area per empl. as per norms (Sqm)	Total Plinth Area in Sqm	No. of Floor /Storey	Total Area in Sqm	Remarks
		A	B	C	D	E = BxCxD	F	G = E X F	
1	Guest House	6	1	3	38	114	2	228	Double Storey with 6 Suites.
2	Field Hostel for Executives (E8)	8	1	4	41	164	2	328	Double Storey
3	Field Hostel for Executives (E6 & E7)	8	1	4	37.25	149	2	298	Double Storey
4	Field Hostel for Executives (E1 to E5)	12	1	6	25	150	2	300	Double Storey
5	Common mess for Executives		1		72	72	1	72	Single Storey with dining hall plus multipurpose meeting-cum-conference hall.
6	Field Hostel cum Transit Camp for Supervisors and Workmens	8	1	4	20.5	82	2	164	Double Storey
7	Common mess for Supervisors and Workmens		1		72	72	1	72	Single Storey with dining hall plus multipurpose meeting-cum-conference hall.
8	Security (Barrack)	6	1	3	20.5	61.5	2	123	Double Storey each Floor consist of 3 bed with 1 bath room. 1no. Common Kitchen.
Total =						864.50		1585.00	Sqm

Note: Area calculated based on Office order No. NH/E&FMS/Misc/519 dated 04.11.2009.

Specific Requirements

1. To earmark and design space for field hostels will be constructed to accommodate employees as detailed in Table above.
2. To earmark and design space for centralized sitting for 49 staff in Permanent Office.
3. To earmark and design space for having a meeting hall for at least 60 members.
4. To earmark and design space for having small meeting room with 10 members in two each floor.
5. To earmark and design space for Canteen, server room, storage room, pantry room, library at office.
6. To earmark and design space for model room.
7. To earmark and design space for reception and waiting room for guests.
8. To earmark and design space for indoor hall, shopping centre, utilities etc.
9. To earmark and design space for Rooms of Head of Deptts.
10. To earmark and design space for mess facilities and dining of staffs at field hostel/common mess.
11. Any requirements deemed necessary for the project layout.



Tentative list of drawings proposed to be prepared by the Consultant for rendering consultancy services under this contract.

Tentative List of Drawings

Sl. No.	Description
1.0	INITIAL MASTER PLAN
1.1	Master Plan of the entire Complex
2.0	ARCHTECTURE
2.1	Site Plan / Layout Plan
2.2	Floor Plans
2.3	Elevations (Structure wise)
2.4	Sections (Structure wise)
2.5	Schedule of finishes (Structure wise)
2.6	Schedule of doors & windows (Structure wise)
2.7	Architectural details (Structure wise)
2.8	Boundary wall & site development details
2.9	Landscaping details
3.0	STRUCTURAL
3.1	Foundation Plan
3.2	Details of foundation
3.3	General arrangements of Super-structure
3.4	Schedule of foundations / columns
3.5	Reinforcement details of slabs / beams / columns in superstructure
3.6	Schedule & Details of beams and slabs
3.7	Details of staircases
3.8	Miscellaneous Details
4.0	PLUMBING, SANITATION & FIRE PROTECTION
4.1	Site Plan – Plumbing, Water Supply, Sewerage & Drainage
4.2	Floor Plans
4.3	Water supply system diagram and water purification & treatment system for drinking water
4.4	Details of toilets
4.5	Fire protection system diagram
5.0	ELECTRICAL
5.1	Single line diagram and legend
5.2	Site Plan – Electrical, telephone & TV cable lines
5.3	Floor Plans showing electrical layout
5.4	External electrification
5.5	Communication & Information System
5.6	Floor plans showing layout for Tele –communication network
5.0	GENERAL
5.1	Project time schedule

Note:- The above shown requirement of drawings is minimum. The Consultant may incorporate additional drawings, if any, as may be required to render the services under the contract in full at no extra cost to the Corporation and submit the revised / improved list of drawings. The number of sheets under each category shall be such as to provide the details pertaining to each head fully.

SCHEDULE OF PAYMENT

- (i) Schedule of payment of fee for "Hiring of Architectural Consultancy Services for the development of office, Guest Houses and Township of NHPC Regional Office Cum Residential Complex at Hollongi Airport Project Development Area, Kokola, under Balijan Circle, Papum Pare, A.P" has been bifurcated in four parts as under:

Sl.no	Stages of Consultancy	Fee Breakup
A	Preliminary Phase	15% of Contract Sum
B	Design and Tender Phase	30% of Contract Sum
C	Construction Phase	45% of Contract Sum
D	Completion Phase	10% of Contract Sum
Total Fees (A to D)		100%



Handwritten signature and initials SM(B)

AGREEMENT

This agreement is made on _____ day of _____ Two Thousand ----- between the NHPC LIMITED, registered under the Laws of India and having its registered Office at NHPC Office Complex, Sector-33, Faridabad (Haryana)-121 003. (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof, called the 'Employer' which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) of the one part and M/s _____ registered under the _____ Act and having its principal / registered office at _____ (herein after called "the Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the other part.

WHEREAS the Employer is desirous that certain Works should be executed by the Contractor, viz: and has accepted the Bid of the Contractor for the execution and completion of such Works and the remedying of any defects therein at the cost of RS. ----- (Rupees-----).

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a) the Agreement
 - b) the Letter of Acceptance issued by Employer;
 - c) the Special Conditions of Contract (SCC);
 - d) the General Conditions of Contract (GCC);
 - e) the Technical Specifications;
 - f) the Schedule of Quantities and Price(Bill of Quantities);
 - g) the Tender Drawings;
 - h) the Information for Bidder(s)
 - i) the Safety Manual.
 - j) any other document forming part of the Contract
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy the defects therein in conformity in all respect in accordance with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written, at ----- (name of place).

The Common Seal of _____ was hereunto affixed in the presence of:

For and on behalf of the Contractor

For and on behalf of NHPC Limited

Signature-----

Signature-----

(Designation)-----

(Designation) -----

Place:

Place:

Witnessed by:

Witnessed by:

Name & Address

Name & Address

PRE CONTRACT INTEGRITY PACT

Between

NHPC Limited, a company incorporated under the Companies Act 1956 and having its registered office at NHPC Office Complex, Sector-33, Faridabad-121003 (Haryana), hereinafter referred to as "The Employer" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the First Part.

And

M/s _____, a company/ firm/ individual (status of the company) and having its registered office at represented by Shri _____, hereinafter referred to as "The Bidder/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the Second Part.

WHEREAS the Employer proposes to procure under laid down organizational procedures, contract/s for _____ (Name of the work/ goods/ services) and the Bidder/Contractor is willing to offer against NIT No.

WHEREAS the Bidder/Contractor is a private company / public company/Government undertaking/partnership/consortium/joint venture constituted in accordance with the relevant law in the matter and the Employer is a Public Sector Enterprise.
NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the Employer to obtain the desired said (work/ goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Employer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

1.0 Commitments of the Employer

- 1.1 The Employer undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder/Contractor, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2. The Employer will, during the pre-contract stage, treat all the Bidders/Contractors alike, and will provide to all the Bidders/Contractors the same information and will not provide

any such information to any particular Bidder/Contractor which could afford an advantage to that particular Bidder/Contractor in comparison to other Bidders/Contractors.

- 1.3. All the officials of the Employer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.0 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Employer with full and verifiable facts and the same is prima facie found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer or Independent External Monitor and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

3.0 Commitments of the Bidder(s)/Contractor(s)

The Bidder(s)/Contractor(s) commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit themselves to observe the following principles during participation in the tender process and during contract execution:-

- 3.1. The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in

procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with Employer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Employer.

- 3.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.
- 3.4 The Bidder(s)/Contractor(s) shall, when presenting their bid, disclose any /all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with this bid/award of the contract
- 3.5 Deleted.
- 3.6 The Bidder, either while presenting their bid or during pre-contract negotiations or before signing the contract, shall disclose any payments made, is committed to or intends to

make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/stake in the Bidder(s)/Contractor(s) firm(excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

- 3.13 The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Employer.
- 3.14 The representative of the Bidders/Contractors signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.
- 3.15 In case of Sub-Contracting, the bidder shall take the responsibility of the adoption of Integrity Pact by the Sub-Contractor.

4.0 Previous Transgression

- 4.1 The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India.

5.0 Earnest Money (Security Deposit)

The provision regarding Earnest Money/Security Deposit as detailed in the Notice Inviting Tender (NIT) and Instruction to Bidders (ITB) section of the Bid Document is to be referred.

6.0 Sanctions for Violations

6.1 Any breach of the aforesaid provisions, before award or during execution by the Bidder/Contractor or any one employed by it or acting on its behalf such as to put their reliability or credibility in question shall entitle the Employer to take action as per the procedure mentioned in the "Guidelines on Banning of Business Dealings" attached as Annexure-A and initiate all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Contractor. However
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason thereof.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.
- (iv) Deleted.
- (v) To encash the Bank guarantee, in order to recover the dues if any by the Employer, along with interest as per the provision of contract.
- (vi) Deleted .
- (vii) To debar the Bidder/Contractor from participating in future bidding processes of NHPC Ltd., as per provisions of "Guidelines on Banning of Business Dealings" of NHPC Ltd. (Annexure-A), which may be further extended at the discretion of the Employer.
- (viii) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/operated.
- (x) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Employer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the Employer to the effect that a breach of the provisions of this Pact has been committed by the Bidder/Contractor shall be final and conclusive on the Bidder/Contractor. However, the Bidder/Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

7.0 Independent External Monitor(s)

7.1 The Employer has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact after approval by the Central Vigilance Commission.

- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. The Monitors report to CMD, NHPC.
- 7.4 Both the parties accept that the Monitors have the right to access all the Contract documents relating to the project/procurement, including minutes of meetings, whenever required. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he / she will so inform CMD, NHPC and request NHPC Ltd. to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7.6 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality. The Monitor has also signed declaration on 'Non-Disclosure Agreement' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at an later date, the IEM shall inform CMD, NHPC and recuse himself / herself from that case.
- 7.7 The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.
- 7.9 The Monitor will submit a written report to the CMD, NHPC Ltd., within 8 to 10 weeks from the date of reference or intimation to him by the Employer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.
- 7.10 The word 'Monitor' would include both singular and plural.

8.0 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Employer or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder/Contractor and the Bidder/Contractor shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9.0 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Employer, i.e. Faridabad (Haryana). The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

10.0 Other Legal Actions

- 10.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
- 10.2 Changes and supplements as well as termination notice need to be made in writing.
- 10.3 If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.

11.0 Validity

- 11.1 The validity of this Integrity Pact shall be from date of its signing and expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from business dealings.
- 11.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.
- 11.3 Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- 11.4 In the event of any contradiction between Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

For & On behalf of the Employer

For & On behalf of the Bidder / Contractor

(Office Seal)

(Office Seal)

Place-----

Place-----

Date-----

Date-----

Witness1. _____

Witness1. _____

(Name and address)

(Name and address)

2. _____

2. _____

(Name and address)

(Name and address)

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving the Bank.

The Bank declares that this Bank Guarantee is issued by the Bank, utilizing the credit limit of M/s(name of contractor) and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

- i) Our liability under this Bank Guarantee shall not exceed _____(*)_____.
- ii) This Bank Guarantee shall be valid upto _____(+)_____.
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Employer serves upon Bank a written claim or demand on or before _____(@)_____.

Dated thisday of20_.....at.....

WITNESS

.....

(Signature).....

(Signature)

.....

(Name)

(Name).....

.....

.....

(Official Address)

(Designation with Bank Stamp)/with
staff Authority no.

Complete Address of the Bank with Tele-Fax

Notes: 1. (*) This sum shall be **five percent (5%)** of the Contract Price denominated in the types and proportions of currencies.

(@) This date will be Ninety (90) days beyond the issue of Defects liability Certificate as specified in the Contract.

(+) This date will be the date of issue of Defects Liability Certificate.

2. Bank Guarantee should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Bank, not more than six (6) months prior to execution / issuance of Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Bank guarantee should contain rubber stamp of the authorized signatory of the bank indicating the name, designation and signature/ power of attorney number as well as telephone/ fax numbers with full correspondence address of the Bank.

In case the same is issued by a first class International Bank, the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Bank Guarantee. However, in such a case, the bank Guarantee shall be got confirmed through any Indian Scheduled/Nationalized Bank.

3. Bank Guarantee is required to be submitted directly to the Employer by the issuing bank (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Bank Guarantee to the Engineer.
4. The issuing bank shall write the name of bank's controlling branch/ Head Office along with contact details like telephone/ fax and full correspondence address in order to get the confirmation of BG from that branch/ Head office, if so required.

FORMAT OF INSURANCE SURETY BOND FOR PERFORMANCE SECURITY

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date.....

To,

[Employer's Name & Address]

Dear Sirs,

In consideration of the ... *[Employer's Name]*..... (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s*[Contractor's Name]*..... with its Registered/Head Office at (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Employer's Letter of Acceptance No..... dated..... and the same having been acknowledged by the contractor, for -----*[Contract sum in figures and words]* for*[Name of the work]* and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to(*).....of the said value of the aforesaid work under the Contract to the Employer.

We*[Name & Address of the Insurance Company]*.....having its Head Office at.....(hereinafter referred to as the 'Surety, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of(*)..... as aforesaid at any time upto(@)..... *[days/month/year]* without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurance Company shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till(+)...... *[days/month/year]* whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance Company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurance

Company shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving the Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the(Name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI) and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

- i) Our liability under this Insurance Surety Bond shall not exceed _____(*)_____.
- iii) This Insurance Surety Bond shall be valid upto _____(+)_____.
- iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serves upon Surety a written claim or demand on or before _____(@)_____.

Dated thisday of20_.....at.....

WITNESS

.....

(Signature).....

(Signature)

.....

(Name)

(Name).....

.....

.....

(Official Address)

(Designation with Stamp of
Insurance Company)/with staff
Authority no.

Complete Address of the Insurance Company with Telephone No. and e-
Mail Id.

- Notes:** 1. (*) This sum shall be five percent (5%) of the Contract Price
denominated in the Indian currency.
- (@) This date will be Ninety (90) days beyond the issue of Defects
liability Certificate as specified in the Contract.
- (+) This date will be the date of issue of Defects Liability Certificate.
2. Insurance Surety Bond should be executed on appropriate stamp paper of
requisite value, such stamp paper should be purchased in the name of Issuing
Insurance Company, not more than six (6) months prior to execution / issuance
of Insurance Surety Bond. The name of the purchaser should appear at the back
side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain
rubber stamp of the authorized signatory of the Insurance Company indicating the
name, designation and signature/ power of attorney number as well as telephone
numbers / e-Mail Id with full correspondence address of the Insurance Company.
- In case the same is issued by an International Insurance Company (it should
be registered under Insurance Act 1938 or as amended from time to time and
approved by the Insurance Regulatory Development Authority of India
(IRDAI)), the law prevalent in the country of execution shall prevail for the
purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case,
the Insurance Surety Bond shall be got confirmed through any Indian
Scheduled/Nationalized Insurance Company.
5. Insurance Surety Bond is required to be submitted directly to the Employer by
the issuing Insurance Company (on behalf of Contractor) under registered post
(A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to
the Engineer.
6. The issuing Insurance Company shall write the name of Insurance
Company's controlling branch/ Head Office along with contact details like
telephone no., e-Mail Id and full correspondence address in order to get the
confirmation of Insurance Surety Bond from that branch/ Head office, if so
required.

Save Energy for Benefit of Self and the Nation

Corres.Address: RO,Itanagar,C-sector, Opposite of Directorate of Industry, Distt.-Papumpare,
Arunachal Pradesh, Pin: 791111Email: ro-itanagar@nhpc.nic.in 34

1067
9/12/24

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687765009749

अनुबंध तिथि | Contract Generated Date : 09-Dec-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: GEM/2024/B/5144189

संगठन विवरण | Organisation Details

प्रकार | Type : Central PSU
मंत्रालय | Ministry : Ministry of Power
विभाग | Department : NA
संगठन का नाम | Organisation Name : NHPC Limited
कार्यालय क्षेत्र | Office Zone : Regional Office Itanagar

खरीदार विवरण | Buyer Details

पद | Designation : SENIOR MANAGER CIVIL
संपर्क नंबर | Contact No. : 0360-2292830-
ईमेल आईडी | Email ID : tomibasar@nhpc.nic.in
जीएसटीआईएन | GSTIN : 12AAACN0149C2Z9
पता | Address : NHPC Limited, RO-Itanagar, C-Sector, Bank Tinali,
Papum Pare, ARUNACHAL PRADESH-791111, India

वित्तीय स्वीकृति विवरण | Financial Approval Detail

आईएफटी सहमति | IFD Concurrence : No
प्रशासनिक अनुमोदन का पदनाम | Designation of Administrative Approval : CMD
वित्तीय अनुमोदन का पदनाम | Designation of Financial Approval : Director Finance

भुगतान प्राधिकरण विवरण | Paying Authority Details

Role : PAO
भुगतान का तरीका | Payment Mode : Internet Banking
पद | Designation : SM FIN
ईमेल आईडी | Email ID : pay4.ni.ar@gembuyer.in
जीएसटीआईएन | GSTIN : 12AAACN0149C2Z9
पता | Address : NHPC Limited, RO-Itanagar, C-Sector, Bank Tinali,
Papum Pare, ARUNACHAL PRADESH-791111, India

परिष्कृति विवरण | Consignee Details

क्र.सं. S.No	परिष्कृति नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : 0360-2291820- ईमेल आईडी Email ID : buycon13.ni.ar@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : NHPC Limited, RO-Itanagar, C-Sector, Bank Tinali, Papum Pare, ARUNACHAL PRADESH-791111, India	Hiring of Consultants - Milestone/Deliverable Based - Hiring of Architectural Consultancy Services for the development of office Guest Houses and Township of NHPC Regional Office Cum Residential Complex at Hollongi Airport Project Development Area Ko.

सेवा प्रदाता विवरण | Service Provider Details

जैन विक्रेता आईडी | GeM Seller ID : C94D180000564863
कंपनी का नाम | Company Name : PUREWAYS INFRA PRIVATE LIMITED
संपर्क नंबर | Contact No. : 08700786134
ईमेल आईडी | Email ID : mannusharma@growever.co
पता | Address : FH -1, Block A, Vardhman Grand Plaza, Mangalam Place, Sector -3, Rohini, New Delhi - 110085, North West District, DELHI-110085, -
एमएसएमई पंजीकरण संख्या | MSME Registration number : UDYAM-DL-06-0002675
जीएसटीआईएन | GSTIN : 07AAGCG8710J1ZG (R)
खरीदार द्वारा सत्यापित एमएसएमई स्थिति | MSME Status as verified by buyer : Verified
एमएसएमई सामाजिक श्रेणी | MSE Social Category : General
एमएसएमई लिंग श्रेणी | MSE Gender : OTHERS

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

सेवा विवरण | Service Details

सेवा प्रारंभ तिथि (नवीनतम) | Service Start Date (latest by): 16-Dec-2024 सेवा समाप्ति तिथि | Service End Date : 15-Dec-2027

श्रेणी नाम | Category Name : Hiring of Consultants - Milestone/Deliverable Based

बिलिंग चक्र | Billing Cycle: quarterly

विवरण Description		To be set as 1	Total cost for the project(lumpsum)
Consulting Category/ Stream	Hiring of Architectural Consultancy Services for the development of office Guest Houses and Township of NHPC Regional Office Cum Residential Complex at Hollongi Airport Project Development Area Kokola under Balijan Circle Papum Pare Arunachal Pradesh	1	7400000
Consultant's Profile	Building and Construction		
Proof of Concept (POC) Required	Yes, No		
Deployment of Consultants/Resource	Offsite, Onsite, Hybrid(As specified in scope of work)		

कुल राशि (मूल) | Total Amount (Formula) :
(Total cost for the project(lumpsum)*1)

ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)	7400000
कुल ऐडऑन मूल्य Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)	7400000
अनुबंध की राशि Amount of Contract	
सभी शुल्क और कर सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	7400000
मूल्य विभाजन की पेशकश की Price Break up offered : प्राइज ब्रेक अप ऑफर किए गए दस्तावेज लिंक Price Break up offered Document link	
एसएलए विवरण SLA Details	

SPECIAL TERMS AND CONDITIONS FOR HIRING OF CONSULTANTS – MILESTONE/DELIVERABLE BASED

1. Agreement Overview

All Hiring of Consultants – Milestone/Deliverable based service-related contracts placed through GeM shall be governed by the following set of Terms and Conditions:

1. General terms and conditions for Goods and Services ("GTC")
2. Service-specific terms and conditions ("STC") contained in this document
3. BID / Reverse Auction specific Additional Terms and Conditions ("ATC") as specified by the Buyer

The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede Service-specific STC which shall supersede GTC, whenever there are any conflicting provisions. This document represents the Special Terms and Conditions ("STC") and the Service Level Agreement (SLA) governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, stakeholders' obligations, and terms and conditions of all services covered as mutually understood by the stakeholders.

2. Objectives and Goal

The objective of this document is to ensure that all the special terms and conditions are in place to ensure consistent delivery of services to the Buyer by the Service Provider. The goal of this document is to:

- Provide clear reference to service ownership, accountability, roles, and responsibilities of both parties
- Present a clear, concise, and measurable description of services offered to the Buyer
- Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
- To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons

This document will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same.

3. Parties of Agreement

The main stakeholders associated are:

1. **Buyer:** The Buyer is responsible to provide clear instructions, approvals, and timely payments for the services availed as per the contractual terms.
2. **Service Provider:** The Service Provider is responsible to provide all the required services in a timely manner. The Service Provider may also include the seller, supplier/bidder/contractor, any authorized agents, permitted assignees, successors, and nominees as per the context and as described in the document. The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and deductions in case of non-adherence to the defined terms and conditions.

4. Service Scope

The scope of "Hiring of Consultant Services" is to submit specific deliverables as required by the buyer and to perform the scope of service/stated objective. The service offering is based on a milestone basis as defined by the buyer, where payment to the service provider is tied to the successful completion of each milestone.

5. Terms and Conditions

5.1 Buyer's Obligations

1. The Buyer shall nominate a nodal officer from its organization to coordinate with the service provider to facilitate approvals, sharing of data, etc.
2. Any documentation/guidelines with respect to the scope of the project and necessary work permits to access buyers' premises are to be provided by the buyer. The buyer shall provide (or cause others to provide so) information, resources, and assistance (including access to records, systems, premises, and people) that the service provider is required to perform the services.
3. The Buyer shall notify the Service Provider of any dishonest, wrongful, or negligent acts or omissions of the Service Provider's employees or agents in connection with the Services as soon as possible after the Buyer becomes aware of them.

5.2 Service Provider's Obligations

1. The Service Provider would be required to staff sufficient and qualified personnel and subject matter experts, capable of delivering the Buyer's objectives. The service provider will provide the services using reasonable skill and care and/or in accordance with applicable professional standards.
2. The Service Provider shall designate a Coordinator who will be responsible for maintaining regular contact with the Buyer Department to ensure that the best possible services of the people deployed are provided without interruption.
3. The Service Provider agrees that it shall take adequate measures to protect the secrecy/ confidentiality of and avoid disclosure and unauthorized use of the confidential/sensitive information. The Service Provider shall immediately notify the Buyer, in writing, upon discovery of any threatened breach, actual loss, or unauthorized disclosure of the confidential/sensitive information.
4. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Buyer.

6. Payment Terms

1. Payment shall be made once the service provider submits the invoice online on GeM along with other relevant documents and after the generation of service delivery acceptance certificates (SDAC) by consignee for the submitted invoice.
2. All deductions (If applicable) will be accounted/deducted during SDAC generation before making the payments. Payment will be made through bank transfer only in no circumstance cash/ cheque payment will be made.

7. Deductions and Liquidity Damages

#	Particulars	Final Implications
1.	Delay in commencement of work	Every week of delay from the schedule date of commencement of work will attract a deduction of 0.1% of total contract value
2.	Delay in submission of deliverables(milestones) as per agreed timelines	0.1% of the total contract value for delay of each week
3.	In case of repeated breach of SLAs beyond 3 instances in the entire contractual period	Termination of contract at discretion of Buyer

8. Amendment of Contract

During the service delivery period, some conditions may occur when the Buyer and/ or Service Provider may be required to amend the Agreement, some of such conditions may be as follows:-

- Amendment of the Contract after event of Force Majeure:** In case of occurrence of any exceptional event/ circumstance which has affected either party directly to perform the agreed services, the Agreement can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.
- Amendment in statutory variations:** All statutory variations leading to an increase in the cost of the contract will be debited to the Buyer accounts.
- Amendment of the Contract as per both parties' consent:** Amendment of the Contract shall be done as per mutual consent of both parties

9. Termination of Contract

The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

- Mutual consent:** The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.
- Breach of contractual obligations:** Any incidents considered as the breach of contract may result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.
- Breach of SLAs:** The contract may also be terminated if i) the cumulative penalties rise to 10% of the contract value ii) repeated breach of any SLA beyond 3 instances as per Buyer discretion.

However, termination of this Contract shall not affect any accrued rights or remedies of either party.

10. Calculation Formula

Total Price = A

A = Lumpsum project cost

अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार | Additional Required Data/Document(s) : Buyer

- Scope Of work : [click here](#)
- Profile of Consultants : [click here](#)
- Payment Terms : [click here](#)

अतिरिक्त डेटा/दस्तावेज़: विक्रेता | Additional Data/Document(s) : Seller

- Certificate (Requested in ATC) : [click here](#)
- Approach And Methodology : [click here](#)
- Net Worth Value Duly Certified By The Ca : [click here](#)
- Ca Certified Document Indicating Revenue From Consultancy Business Of Firms : [click here](#)
- Relevant Document If Any As Per Bid : [click here](#)
- Addl Documents : [click here](#)
- Response Documents In Respect Of Pq Criteria : [click here](#)
- Certification Documents Of Consultants/ Firms As Applicable : [click here](#)
- Power Of Attorney : [click here](#)

ईपीबीजी विवरण | ePBG Detail

सहायक बैंक Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	5.00

बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रदान करना होगा | The bidder shall furnish ePBG as applicable as per bid's terms and conditions

नियम और शर्तें | Terms and Conditions

- General Terms and Conditions-

1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.

1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2.2 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file.](#)

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.

