

# **NOTICE INVITING e- TENDER**



**NBCC (INDIA) LIMITED**  
 (A GOVT. OF INDIA ENTERPRISE)  
**(Formerly known as National Buildings Construction Corporation Ltd.)**  
**Central Procurement Group (CPG) Division**  
**NBCC Bhawan, 2<sup>nd</sup> Floor, Lodhi Road, New Delhi-110003.**  
**Email ID : [cpg.ho@nbccindia.com](mailto:cpg.ho@nbccindia.com)**

**GLOBAL NOTICE INVITING E-TENDER**

**NIT No. NBCC/CPG/Indian Pavilion/Dubai/2019/206**

**Date: 16.04.2019**

NBCC (India) Ltd. invites online single % age rate Global open e-tender from eligible applicants having valid license / registration in Dubai for "**Construction of Indian Pavilion at World Expo2020 at Dubai on percentage rate basis including Design, Engineering, Operation & Maintenance**" and as per schedule as under:

Tendering Document No.	<b>NBCC/CPG/Indian Pavilion/Dubai/2019/206 dated 16.04.2019</b>
Name of the Work	Construction of Indian Pavilion at World Expo2020 at Dubai on percentage rate basis including Design, Engineering, Operation & Maintenance
Assignment of Tender	NBCC (India) Limited is in the process of incorporating a Subsidiary Company in Dubai. Once such subsidiary company is incorporated, the rights and obligations under this e-tender invitation shall be assigned to such subsidiary company and the selected Contractor shall be required to enter into new contract for "Construction of Indian Pavilion at World Expo 2020 at Dubai on % age item rate including Design, Engineering, operation and maintenance" with NBCC DWC-LLC (subsidiary), NBCC (India) Limited is merely an ad-interim facilitator for such subsidiary to undertake pre-incorporation support functions that are preparatory and auxiliary in character
Brief Scope of Work	<p>Design, Engineering, Procurement and Construction of :</p> <ul style="list-style-type: none"> <li>a) Indian Pavilion Building having one Basement+G+03 storey including Display Thematic Areas (Curation &amp; Exhibition),</li> <li>b) Plaza building G+1 storey</li> <li>c) HVAC, Security system, Facade, IT/AV Infrastructure, PA System, Solar Water Heating, Solar Power System, Fire protection system, EPABX System, Escalators, Lifts, Services.</li> <li>d) O&amp;M during the Expo period.</li> <li>e) Decommissioning of the Plaza structure after Completion of event.</li> <li>f) The Defects Liability period for the work shall be 1 year.</li> </ul>
Estimated Cost	<b>AED 109,504,799.11 (INR 208.06 Crores Approx.).</b>

Period of Completion	<p>Expo authorities have laid down fixed dates for the completion of various stages of work, accordingly the work shall be carried out in following stages.</p> <p>The LoA to the successful bidder shall be issued and the following completion schedule is to be followed from the commence date (i.e 14 days from the issue of LoA):</p> <table border="1"> <thead> <tr> <th>Stages</th><th>Dates</th></tr> </thead> <tbody> <tr> <td>Completion of Building Related Works</td><td>30.09.2019</td></tr> <tr> <td>Completion of Interior/finishing works</td><td>30.06.2020</td></tr> <tr> <td>Final Handover for Event</td><td>31.08.2020</td></tr> <tr> <td>Operation and Maintenance (as per payment schedule )</td><td>01.09.2020 to 31.04.2021</td></tr> <tr> <td>Defects liability Period from the date of Hand over</td><td>12 months</td></tr> <tr> <td>Decommissioning of Plaza</td><td>30.09.2021</td></tr> </tbody> </table>	Stages	Dates	Completion of Building Related Works	30.09.2019	Completion of Interior/finishing works	30.06.2020	Final Handover for Event	31.08.2020	Operation and Maintenance (as per payment schedule )	01.09.2020 to 31.04.2021	Defects liability Period from the date of Hand over	12 months	Decommissioning of Plaza	30.09.2021
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<p>INR. 208.00 Lakhs (Rupees Two Hundred Eight Lakhs only)</p> <p><b>Bank Details of NBCC (India) Ltd.</b> are provided herewith for the purpose of preparation of Bank Guarantee only:</p> <p>Name of Beneficiary: NBCC (India) Ltd.    Bank: Union Bank of India, Lodhi Colony, New Delhi (3524)    Current A/C No. : 352401010035007    IFS Code: UBIN0535249.</p> <p>BG validity required minimum up to 05.11.2019 (Refer PCC Clause 4.0 of ITT)</p>															
<p>Non-refundable cost of Tender document</p> <p>INR 2,36,000.00 (Two Lakhs Thirty Six Thousand only) inclusive of GST @ 18% in the shape of DD/PO in favour of NBCC (India) Ltd. payable at New Delhi</p>															
<p>Non-refundable cost of e-Tender processing fee</p> <p>INR 2950.00 (Two Thousand Nine hundred Fifty Only) through e-payment only.</p>															
<p>Last date &amp; time of submission of Online Tender</p> <p>Up to <b>10.05.2019 by 11.00 AM (IST)</b></p>															
<p>Period during which hard copy in original of EMD, Cost of Tender Document, e-tender processing fee, Letter of Acceptance of tender conditions unconditional, enlistment order of the contractor and other document as per NIT shall be submitted.</p> <p>Before and Up to 11.00 AM on <b>10.05.2019</b> in the Central Procurement Group (CPG Division), 2<sup>nd</sup> Floor, NBCC (India) Ltd., NBCC Bhawan, Lodhi Road, New Delhi-110003</p>															

Date & Time of Opening of Technical Tender	11.30 AM on <b>10.05.2019</b> in the Central Procurement Group(CPG Division), 2 <sup>nd</sup> Floor, NBCC (India) Ltd., NBCC Bhawan, Lodhi Road, New Delhi-110003
Date & Time of Opening of Financial Tender	Shall be intimated later
Validity of offer	150 days from the date of opening of price tender
Pre-Tender Meeting & Venue	NA

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

## **2.0 (I) Minimum Eligibility Criteria :**

The interested bidders should meet the following minimum qualifying criteria:

### **Qualifying Criteria**

Minimum Eligibility Criteria:

The interested bidders should meet the following minimum qualifying criteria as under:-

**A)** Valid Registration / license from Dubai's Department of Economic Development (DED) stating the activities that the Contractor is permitted to undertake to work in Dubai.

**B) Work Experience:**

i) (a) Experience of having successfully completed similar works during the last 10 years ending previous day of last date of submission of tenders:

- Three similar works each costing not less than 40% of the estimated cost put to tender.  
OR
- Two similar works each costing not less than 60% of the estimated cost put to tender.  
OR
- One similar work costing not less than 80% of the estimated cost put to tender.

And

(b) Experience in design-build residential/non- residential structure with G+2 storey in structural steel costing not less than 40% of the estimated project cost in UAE.

(c) Certified for civil construction services under OHSAS 18001: 2007 (Occupational Health and Safety Assessment Specification) OR ISO 14001:2015 (Environmental Management System).

(d) Experience of sustainable projects minimum 1 project LEED certified Gold OR Estidama 3 Pearl rating project in UAE.

**"Similar works"** shall mean "Non-Residential Buildings such as Large Commercial Buildings/ Exhibition cum Convention Centers/ Auditoriums/ Hotels/ Large Institutional buildings of more than 4 no. of storeys including external & internal Services with HVAC work" with any reputed Govt & Private Organization/ Department.

- ii) The past experience for (i) a & b of work should be supported by completion certificates / Building Permit issued by the client's organization / Statutory authorities. Bidders can support the completed cost of the work through last payment certificate in case the completed cost of the work is not specified in the completion certificate.

In case of work experience for private sector projects executed in India, the completion certificate should be supported with copies of Letter of Award and copies of corresponding TDS certificates. The value of work is considered equivalent to the value of TDS certificates. However, the requirement of TDS certificates is not mandatory for works completed in Dubai/other countries.

- iii) The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated per annum, calculated from the date of completion to previous day of last day of submission of tender.
- iv) Joint-Venture/Consortia of firms/Companies shall not be allowed and the bidders should meet the above criteria themselves.

v) Certificates of Subsidiary Companies:

Any company/firm while submitting tender can use the work experience of its subsidiary company to the extent of its ownership in the subsidiary company. However, the companies/firms which intend to get qualified on the basis of experience of the parental company/group company/Own works shall not be considered. In case of a Company/firm, formed after merger and/ or acquisition of other companies/firms, past experience and other antecedents of the merged/ acquired companies/firms will be considered for qualification of such Company/firm provided such Company/firm continues to own the requisite assets and resources of the merged/ acquired companies/firms relevant to the claimed experience.

vi) **Foreign Certificates:**

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

In the event of submission of completion/experience certificates by the bidder in the language other than English, the English translation of the same shall be duly attested by the chamber of commerce of the respective country and attested by the Indian Embassy/consulate/ High Commission in the respective country.

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

### C) Financial Eligibility Criteria :

- The Average annual financial turnover for last 3 years shall be at least 50% of the estimated cost put to tender. The requisite Turnover shall be duly certified by a Chartered Accountant with his Seal/ signatures and registration number.

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

- Net Worth of the company /firm as on last date of preceding Financial Year i.e. 31<sup>st</sup> March / December should be positive.
- The Original Bank Solvency certificate / Supplemental facility Letter issued from International Bank duly self certified should be at least 40% of Estimated Cost of the Project put to tender. The certificate should have been issued within 6 months from original last date of the submission of the tender.
- The Bidder should at least have earned profit in minimum one year in the available last three consecutive balance sheets.
- The bidders are required to upload and submit summarized page of Balance Sheet of last Financial Year (Audited) and also page of summarized Profit & Loss Account (Audited) for last three years.

3.0 The intending bidders must read the terms and conditions of NBCC carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required. Information and Instructions for Bidders posted on Website(s) shall form part of Tender Document.

Wherever it is written 'National Buildings Construction Corporation Limited' or NBCC, the same shall be read & construed as 'NBCC (India) Limited'.

4.0 Those intending bidders / contractors not registered on the website i.e. [www.tenderwizard.com/NBCC](http://www.tenderwizard.com/NBCC) mentioned above with M/s ITI / are required to get registered beforehand. If needed they can be imparted training on online tendering process as per details available on the website i.e. [www.tenderwizard.com/NBCC](http://www.tenderwizard.com/NBCC). The intending bidder must have class-III digital signature to submit the tender.

5.0 The Tender Document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder. But the tender can only be submitted after uploading the mandatory scanned documents such as a) Demand Draft / Pay order or Banker's Cheque towards cost of tender document, b) proof of deposit of e- Tender Processing Fee, c) Demand Draft/Pay Order or Banker's Cheque / Bank Guarantee of any Nationalized or all Commercial Scheduled Bank against EMD& All other documents shall be as per Notice Inviting e-tender.

### 6.0 Set of Contract/Tender Documents:

The following documents will constitute set of tender documents:

- Notice inviting e-tender.
- Quoting sheet of Tenderer

- c) The Particular Conditions of Contract (Vol – 1).
- d) Design Basis Report/Employer's Requirement (Vol – 2).
- e) The General Conditions i.e FIDIC Conditions of Contract for Construction of Building and Engineering Works Designed by the Employer (i.e Red Book), First Edition 1999 with Errata to the First Edition 1999, published by FIDIC (Federation International des Ingenieur –Conseils).
- a) The Technical Specification (Vol – 3)
- b) List of Approved Makes & Agencies (Vol – 4)
- c) The Concept Drawings (Vol – 5)
- d) Bill of Quantities. (Vol-6)
- e) Appendix/Memorandum
- f) Acceptance of Tender Conditions.
- g) Integrity Pact.
- h) Any other documents forming part of the Agreement.

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

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

The Bank Guarantee for EMD submitted by the bidders shall be strictly in the format prescribed in Particular Conditions Contract. Bidders are requested to provide the details of bank & their Zonal Office like full address, e-mail id & phone no. in the General Information Form from which BG's are invited.

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

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

**9.0** When it is desired by NBCC to submit revised financial tender then it shall be mandatory to submit revised financial tender. If not submitted then the tender submitted earlier shall become invalid.

**10.0** On opening date, the bidder can login and see the tender opening process.

**11.0** Contractor can upload documents in the form of JPG format and PDF format.

**12.0** Contractor to Upload Valid UAE trade licence having permission to work in Dubai South along with other tax related document (VAT etc)/EPF registration etc.

**13.0** If the contractor is found ineligible after opening of tenders, his tender shall become invalid and cost of tender document and processing fee shall not be refunded.

**14.0** If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted physically by the contractor the tender shall become invalid and cost of tender document and processing fee shall not be refunded.

**15.0** Notwithstanding anything stated above, NBCC reserves the right to assess the capabilities and capacity of the bidder to perform the contract, in the overall interest of NBCC. In case, bidder's capabilities and capacities are not found satisfactory, NBCC reserves the right to reject the tender.

**16.0** Certificate of Financial Turn Over: At the time of submission of tender, the tender shall upload Affidavit/Certificate from Chartered Accountant mentioning Financial Turnover of last 3 years or for the period as specified in the tender document. There is no need to upload entire voluminous balance sheet. However, one page of summarized balance sheet (Audited) and one page of summarized Profit &Loss Account (Audited) for last 03 years may be uploaded and submitted in hard copy also.

In case of Percentage Rate Tender, Contractor must ensure to quote single percentage rate. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue. The Rate shall be Quoted upto 2 Decimals.

In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the tenderer, rate of such item shall be treated as "0" (ZERO).

**17.0** The bidder(s) if required, may submit queries, if any, through E-mail and in writing to the tender inviting authority to seek clarifications within 07 days from the date of uploading of Tender on website but latest by so as to reach the office of NBCC less than 02 days prior to the date of pre-bid meeting (if to be held as NIT). NBCC will reply only those queries which are essentially required for submission of bids. NBCC will not reply the queries which are not considered fit like replies of which can be implied /found in the NIT/ Tender Documents or which are not relevant or in contravention to NIT/Tender Documents, queries received after 07 days from the date of uploading of Tender on website, request for extension of time for opening of technical bids, etc. Technical Bids are to be opened on the scheduled dates. Requests for Extension of opening of Technical Bids will not be entertained.

**18.0 Integrity Pact (For all contracts valuing INR 5.0 CR (AED 2631578.00) and above)**

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

The bidders are requested to download the Integrity Pact as uploaded in the tender documents duly signed by NBCC and upload the same after duly signed & stamped by the contractor on e-tendering website.

## 18.2 Independent External Monitors

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

## 19.0 List of Documents to be scanned and uploaded within the period of tender submission:

- a) Demand Draft/Pay Order or Banker's Cheque / Bank Guarantee of any Nationalized or all Commercial Scheduled Bank against EMD.
- b) Demand Draft/Pay Order or Banker's Cheque of any Scheduled Bank towards cost of Tender Document.
- c) Appendix-I (**attached with this NIT**)
- d) Letter of Acceptance of Tender Conditions unconditional (Annexure-II **attached with this NIT**) (in original) (On Letter Head of the Applicant/ Bidder).
- e) Information required as per para 2(I) (v) above.
- f) Integrity pact duly signed by the contractor (Annexure-III) (for all contracts valuing AED 25,00,000 & above). The bidders are requested to download the Integrity Pact as uploaded in the tender documents, and sign on the same, put rubber stamp/seal and upload the signed copy on e-tendering websites.
- g) Details of Work Experience Certificates – FORM-A (**As per the format enclosed with this NIT in original**)
- h) Details of Similar Works – FORM-B (**As per the format enclosed with this NIT in original**)
- i) Financial Details- FORM-C (**As per the format enclosed with this NIT in original**).

- j) TDS details for Private Sector Projects – FORM-D (**In case of private works executed in India**).
- k) Self attested Bank Solvency Certificate- FORM-E. (**As per the format enclosed with this NIT in original**).
- l) Documents regarding Net Worth of the Company Firm.
- m) Form H - Affidavit duly notarized by Notary Public on Non Judicial Stamp Paper of Rs. 100 for correctness of Documents /Information. (**As per the format enclosed with this NIT in original**).
- n) Power of Attorney of the person authorised for signing/submitting the tender.
- o) E-payment Transaction details towards cost of processing fees.
- p) Valid GST registration/ EPF registration/ PAN NO, Valid UAE trade Licence having permission to work in Dubai South and VAT Registration etc.
- q) All pages of the entire Corrigendum (if any) duly signed by the authorized person.
- r) Pre-bid clarifications, if any.
- s) General Information – Form-F
- t) Work Experience Certificates consisting of details as mentioned in Form-G (**As per the format enclosed with this NIT**).
- u) Registration certificate obtained under GST Law and details (As per Format attached with this NIT).

**NOTE:**

1. All the uploaded documents should be in readable, printable and legible form failing which the Bids are liable for rejection.
2. All these documents are to be submitted in hard copy also bound with sequential page numbering.
3. All the documents should be sealed and signed by Power of Attorney Holder.

**20.0** (a) No Clarification will be sought in case of non-submission of Cost of tender document or EMD of requisite amount or Unconditional letter of acceptance or Affidavit for correctness of document/information. In such cases the bid shall be rejected out rightly without seeking any further clarification/document.

(b) All the uploaded and submitted documents shall be considered as duly signed by contractor/ authorized representative.

**21.0 NBCC (INDIA) Ltd** reserves the right to reject any or all tenders or cancel/withdraw the invitation for bid without assigning any reasons whatsoever thereof. NBCC does not bind itself to accept lowest tender. The NBCC reserves the right to award the work to a single party or to split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The contractor is bound to accept the portion of work as

offered by NBCC after split up at the quoted/ negotiated rates. No claim of the contractor whatsoever shall be entertained by NBCC on this account.

NBCC (India) Limited is in the process of incorporating a Subsidiary Company in Dubai. Once such subsidiary company is incorporated, the rights and obligations under this e-tender invitation shall be assigned to such subsidiary company and the selected Contractor shall be required to enter into new contract for "Construction of Indian Pavilion at World Expo 2020 at Dubai on Percentage Rate including Design and Engineering and construction basis including operation and maintenance" with NBCC DWC-LLC (Subsidiary), NBCC (India) Limited is merely an ad-interim facilitator for such subsidiary incorporation to undertake pre-incorporation support functions that are preparatory and auxiliary in character.

**22.0** Canvassing in connection with the tender is strictly prohibited, and such canvassed tenders submitted by the contractor will be liable to be rejected and his earnest money shall be absolutely forfeited.

**23.0** In case of any query please contact Mr. Mohd Tariq, DGM, NBCC (India) Limited, Mobile No. +91-9731345207 & Shri M.R. Prabhakar, GM (Engg), NBCC(I) Ltd, CPG Div., Head Office, Ph. No. 011-24367314 Ext. 1020, Email: [cpg.ho@nbccindia.com](mailto:cpg.ho@nbccindia.com)

**General Manager  
(CPG Division)**

**Construction of Indian Pavilion for World Expo2020 at Dubai**  
**Annexure-I**

**APPENDIX**  
**Appendix to Tender**

	<b>Sub- Clause</b>													
Employer's name and address	1.1.2.2	NBCC (India) Limited is in the process of incorporating a Subsidiary Company in Dubai. Once such subsidiary company is incorporated, the rights and obligations under this e-tender invitation shall be assigned to such subsidiary company i.e., NBCC DWC-LLC and the selected Contractor shall be required to enter into new contract for "Construction of Indian Pavilion at World Expo 2020 at Dubai on percentage item rate including Engineering Procurement and construction basis (EPC) including operation and maintenance" with such Subsidiary Company. NBCC (India) Limited is merely an ad-interim facilitator for such subsidiary to undertake pre-incorporation support functions that are preparatory and auxiliary in character.												
Contractor's name and address	1.1.2.3	To be appointed												
"Engineer" name And address	1.1.2.4	A member of the staff of NBCC (India) Ltd. or its subsidiary company i.e., NBCC DWC-LLC in Dubai nominated to act as Employer's representative under the Contract. May also be known as 'Engineer' or Engineer – In – Incharge.'												
Commencement date	1.1.3.2 & 8.1	The date of start of contract shall be reckoned from 14 days after the date of issue of letter of Award												
Time for Completion of the Works	1.1.3.3	<p>Expo authorities have laid down fixed dates for the completion of various stages of work; accordingly the work shall be carried out in following stages from the commencement date.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Stages</th> <th style="text-align: left;">Dates</th> </tr> </thead> <tbody> <tr> <td>Completion of Building Related Works</td> <td>30.09.2019</td> </tr> <tr> <td>Completion of Interior/finishing works</td> <td>30.06.2020</td> </tr> <tr> <td>Final Handover for Event</td> <td>31.08.2020</td> </tr> <tr> <td>Operation and Maintenance (as per payment schedule )</td> <td>01.09.2020 31.04.2021</td> </tr> <tr> <td>Defects liability Period from the date of Hand over</td> <td>12 months</td> </tr> </tbody> </table>	Stages	Dates	Completion of Building Related Works	30.09.2019	Completion of Interior/finishing works	30.06.2020	Final Handover for Event	31.08.2020	Operation and Maintenance (as per payment schedule )	01.09.2020 31.04.2021	Defects liability Period from the date of Hand over	12 months
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Defects liability Period from the date of Hand over	12 months													
Defects Notification Period	1.1.3.7	365 days after Final Handover for Event.												
Electronic transmission systems	1.3	Electronic mail and facsimiles.												
Governing Law	1.4	Law of Dubai (UAE).												
Ruling language	1.4	English.												
Language for communications	1.4	English.												
Time for access to the	2.1	Not later than the Commencement Date.												

Site		
Performance Security	1.1.6.6 & 4.2	10% of the Accepted Contract Amount, in AED. Within 21 days of Contractor's receipt of Letter of Acceptance.
Normal working hours	6.5	To be defined by Contractor and get the approval of the Employer Representative/ Engineer.
Delay damages for the Works	8.7 & 14.15(b)	0.5% of the Contract Price per week.
Maximum amount of delay damages	8.7	10% of the Contract Price.
Provisional Sums	13.5	Not Applicable
Adjustments for Changes in Legislation	13.7	Not Applicable. Refer to Sub-clause 13.7 in the Particular Conditions of Contract.
Adjustments for Changes in Cost	13.8	Not Applicable. Refer to Sub-clause 13.8 in the Particular Conditions of the Contract.
Maximum advance payment	14.2	10% of [the Accepted Contract Amount less, if any, Provisional Sums, Contingencies and Day works.] on 7% simple interest and Bank Guarantee of equivalent amount of advance payment.
Number and timing of instalments for advance payment	14.2	<p>Three.</p> <p>First instalment of 50% of total mobilization advance shall be paid after the Contract Agreement is signed by both Parties and all the documents mentioned under this Sub-Clause 14.2 are submitted by the Contractor and all are to the full satisfaction of the Employer and the Engineer.</p> <p>Second instalment of 25% of total mobilization advance shall be paid after the Contractor has set up his site office and site laboratory and has completed mobilization of Contractor's Equipment and equipments and materials for Temporary Works.</p> <p>Third instalment of 25% of total mobilization advance shall be paid on completion of Works to the value equivalent to at least 10% of the Accepted Contract Amount.</p>
Currencies and proportions for advance payment	14.2	100% in AED.
Percentage of retention	14.3	5%.
Limit of Retention Money	14.3	5% of the Accepted Contract Amount.
Payment for Plant and Materials on Site	14.5	<p>The amount to be certified and paid shall be the equivalent of (75%) of the concerned Employer's Personnel determination of the Cost of the unfixed Plant and Materials as per the invoice (including delivery cost to the Site), taking into account of the documents mentioned in this Sub-Clause. The Engineer shall use the rates and prices as per the Contract and deduct labour and profit.</p> <p>Unfixed Plant and Materials paid by the Employer shall become the property of the Employer and shall not be removed from the Site by the Contractor, Subcontractors or suppliers without the written consent of the Employer's Personnel."</p>

Limit of Retention Money	14.3	5% of the Accepted Contract Amount.
Minimum amount of Interim Payment Certificates	14.6	As per particular Condition. However the release of payment is subject to realization of deposit /Fund from client
Currency of Payment	14.15	100% in AED
Periods of submission of insurance		
(a) evidence of insurance	18.1	<p>For Works and Contractor's Equipment (Sub-Clause 18.2), Injury to Persons and Damage to Property (Sub-Clause 18.3) and Contractor's Personnel (Sub-Clause 18.4).</p> <p>Within 7 days, after the Contractor's receipt of Letter of Acceptance.</p> <p>For Design Carried Out by the Contractor (Refer to Sub-Clause 18.5 in the Particular Conditions of Contract).</p> <p>At the time the Contractor submits the Contractor's Documents.</p>
(b) relevant insurance policies	18.1	<p>For Works and Contractor's Equipment (Sub-Clause 18.2), Injury to Persons and Damage to Property (Sub-Clause 18.3) and Contractor's Personnel (Sub-Clause 18.4).</p> <p>Refer clause 18.1 also in particular Conditions of Contract</p>
		Within 28 days, after the Contractor's receipt of Letter of Acceptance.
		For Design Carried Out by the Contractor (Refer to Sub-Clause 18.5 in the Particular Conditions of Contract).
		Within 14 days, after the Contractor has Submitted The Contractor's Documents.
Maximum amount of deductibles for insurance of the Employer's risks	18.2(d)	Not applicable.
Minimum amount of third party insurance	18.3	AED 7.2 Million per occurrence, with no limit on the number of Occurrences.
Deviations / variations extent and pricing	54	Measured quantity of item for the work(s) mentioned in the DBR / Self Build Guides can be changed by more than 10% from the quantity in BOQ (after the approved detailed Design & Engineering prepared and submitted by the contractor). However, the rates revision shall not be applicable as it shall be deemed to be included in the rates quoted by the tenderer or the rate given in the schedule or rates, nothing extra shall be admissible for such operations.

## **Construction of Indian Pavilion for World Expo2020 at Dubai**

### Annexure-II

#### **ACCEPTANCE OF TENDER CONDITIONS**

From: (To be submitted in ORIGINAL on the letter head of the company by the authorized officer having power of attorney)

NBCC (India) Limited,

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#### **Sub: Name of the work & NIT No.:**

Sir,

- i) This has reference to above referred tender. I/We are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.
- ii) I/we are eligible to submit the tender for the subject tender and I/We are in possession of all the documents required.
- iii) I/We have viewed and read the terms and conditions of this GCC/SCC carefully. I/We have downloaded the following documents forming part of the tender document:
  - a) Notice Inviting e-Tender
  - b) Quoting Sheet for Tenderer
  - d) The General Conditions i.e FIDIC Conditions of Contract for Construction of Building and Engineering Works Designed by the Employer (i.e Red Book), First Edition 1999 with Errata to the First Edition 1999, published by FIDIC (Federation International des Ingenieur -Conseils).
  - e) Particular Conditions of Contract (Vol-I)
  - f) Design Basis Report (DBR) (Vol-II)
  - g) Technical Specifications (Vol-III)
  - h) List of Approved Makes of Materials (Vol-IV)
  - i) Tender Drawings (Vol-V)
  - j) Detailed Bill of quantity (Vol-VI)
  - k) Acceptance of Tender Conditions (Annexure-II)
  - l) Integrity Pact (Annexure-III) (To be signed and stamped by the contractors and scanned copy to be uploaded with the bid)
  - m) Addendum/ Corrigendum, if any- Duly signed by authorized person
  - n) Pre-bid clarifications, if any
- iv) I/we have uploaded the mandatory scanned documents such as cost of tender document, EMD, e-Tender Processing Fee and other documents as per Notice Inviting e-tender AND I/We agree to pay the cost of tender document, EMD, e-Tender Processing Fee (only receipt/proof of online payment) and other documents in physical form in the form and manner as described in NIT/ITT.

- v) Should this tender be accepted, I/We agree to abide by and fulfill all terms and conditions referred to above and as contained in tender documents elsewhere and in default thereof, to forfeit and pay NBCC, or its successors or its authorized nominees such sums of money as are stipulated in the notice inviting tenders and tender documents.
- vi) If I/we fail to commence the work within 10 days of the date of issue of Letter of Award and/or I/we fail to sign the agreement as per Clause 82 of Clauses of Contract and/or I/we fail to submit performance guarantee as per Clause 02 of Clauses of Contract, I/we agree that NBCC shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Award and to forfeit the said earnest money as specified above.

Yours faithfully,  
(Signature of the tenderer with rubber stamp)

**Construction of Indian Pavilion for World Expo2020 at Dubai**

**FORM-A**

**Tender for: .....**

**MANDATORY INFORMATION DOCUMENTS:  
DETAILS OF WORK EXPERIENCE CERTIFICATES  
(Details to be filled online)**

S. No	Name of Work and its location	Name of Client	Date and No. of Completion Certificate	Date of Start	Date of Completion	Cost of Work on completion	Value of TDS in case of Private Work	Reference and Page No. of Documentary Proof of the detail missing in completion certificate
1.								
2.								
3.								
4.								
5.								

1. Certified that the Completion Certificates of above works are enclosed with the Tender Documents.
2. Details mentioned in the above Form are as per Completion Certificates and have not been presumed.
3. If any detail is not mentioned in the Work Completion Certificate, documentary proof of detail like drawings, LOA, BOQ, Completion Certificate / Occupancy certificate, copy of final bill etc is to be submitted and uploaded on Tender Website along with the Completion Certificate.

**Signature of Bidder with Seal**

**Construction of Indian Pavilion For World Expo 2020 at Dubai.****FORM-B****Tender for:****DETAILS OF SIMILAR WORKS 2.0 B (i) (a)**  
**(Details to be filled online)**

SL. No.	Name of Work for which Experience Certificate has been submitted	Name of Clients	Date and No. of Completion Certificate	Type of Work i.e. Non-Residential Buildings as per "Similar work definition in NIT"	No. of Basements	No. of Storeys	Height of Building	Ref.& Page No. of Documentary Proof of the detail missing in completion certificate
1								
2								
3								
4								
5								

**DETAILS OF SIMILAR WORKS 2.0 B (i) (b)**

SL. No.	Name of Work for which Experience Certificate has been submitted	Name of Clients	Date and No. of Completion Certificate	Type of Work i.e. Experience in design-build residential/non-residential structure with G+2 storey in structural steel costing not less than 40% of the estimated project cost in UAE	Ref.& Page No. of Documentary Proof of the detail missing in completion certificate
1					

If any detail is not mentioned in the Work Completion Certificate, documentary proof of detail like drawings, LOA, BOQ, Completion Certificate / Occupancy certificate, copy of final bill etc is to be submitted and uploaded on Tender Website along with the Completion Certificate

**Signature of Bidder with Seal**

**Construction of Indian Pavilion For World Expo 2020 at Dubai.****FORM-C****FINANCIAL DETAILS****(Details to be filled online also)****Tender For:** .....**MANDATORY INFORMATION DOCUMENTS:**

		1 <sup>st</sup> FY Rs. (In Lacs)	2 <sup>nd</sup> FY Rs. (In Lacs)	3 <sup>rd</sup> FY (& Last) FY Rs. (In Lacs)
		<b>a</b>	<b>b</b>	<b>c</b>
i.)	Profit/Loss			
ii.)	Gross Annual Turnover of Previous 3 financial years ending as on last day of preceding Financial Year			
iii.)	Average Annual Turnover for previous 3 financial years (Rs. In Lacs) = (a+b+c)/3			
iv.)	Net Worth (paid up Capital+Reserves) as on last day of preceding Financial Year			
v.)	Bank Solvency amount as mentioned in the Bank Solvency Certificate			

1. Summarised Page of Audited Profit & Loss Account of previous three Financial Years duly certified by a Chartered Accountant, is to be submitted
2. Summarised Page of Audited Balance Sheet of last financial year (ending on last day of the preceding Financial Year), duly certified by the Chartered Accountant, is to be submitted.

Note: This Form-C is to be submitted in original.

**Signature of Chartered Accountant with Seal and Membership No.**

**Seal and Signature of bidder**

**Construction of Indian Pavilion for World Expo2020 at Dubai**

**FORM-D**

**TDS DETAILS FOR PRIVATE SECTOR PROJECTS**  
(Details also to be filled online)

Sl. No .	Name of Work	Name of Clients	Project Cost in Crores	No. and Date of Completion Certificate	Cost of the work on completion in Crores	Payments received as per TDS in Crores	TDS Corresponding to the payments	Yearwise TDS as per Form-26AS/Form 16A relating to the work
1.								
2.								
3.								

**Note** : Value of Work done will be considered commensurate with value of TDS Certificates.

In case of multiple contracts undertaken from a Client, details of TDS/Form-26AS for each work mentioned above need to be segregated and given separately.

This form need to be supported with Form-26AS taken in HTML format or Form -16A.

Signature of Bidder with Seal

Signature of Chartered Accountant  
with Stamp and Membership Number

**Construction of Indian Pavilion for World Expo2020 at Dubai****FORM-E**

Dispatch number of bank/ Date

**SOLVENCY CERTIFICATE ON LETTER HEAD OF BANK**

This is to state that to the best of our knowledge and information that

M/s..... having/registered office address.....  
 .....is customer of bank and has been  
 maintaining his accounts with our branch since.....as per records available  
 with the bank, M/s..... can be treated as solvent up to  
 a limit of Rs.....(Rupees in words.....)

It is clarified that the above information is furnished and this certificate is being issued at the specific request of the customer.

**Name, designation, Signature with  
seal**

**Note:-**

The certificate should have been issued within 06 months from original last date of the submission of the tender.

**Construction of Indian Pavilion for World Expo2020 at Dubai****FORM-F****GENERAL INFORMATION**

1.	Name of Applicant/Company	
2.	Address for correspondence	
3.	Official e-mail for communication	
4.	Contact Person:  Telephone Nos.  Fax Nos.  Mobile	
5.	Type of Organization: a) An individual  b) A proprietary firm  c) A firm in partnership (Attach copy of Partnership)  d) A Limited Company (Attach copy of Article of Association) e) Any other (mention the type)	
6.	Place and Year of Incorporation	
7.	Name of Directors/Partners in the organization	
8.	Name(s) and Designation of the persons , who is authorized to deal with NBCC (Attach copy of power of Attorney)	
9.	Bank Details in which refund of EMD is required (in case of DD):Name of Beneficiary, Name & Address of Bank, Account No., RTGS, IFS Code	
10.	Bank Details from which BG for EMD has been prepared: Name of Bank, full Address, phone No. & Email Id of <b>Branch Office</b> .  Name of Bank, full Address, phone No. & Email Id of <b>Zonal / Regional Office of issuing Branch</b> .	

**Signature of Bidder with Seal**

**Construction of Indian Pavilion for World Expo2020 at Dubai****FORM- G****Name of the Client with Address, email & phone no.**

Dispatch No.....

Date: .....

**WORK EXPERIENCE  
CERTIFICATE****Name of Contractor**\_\_\_\_\_

1	Name of work / project & Location				
2	Name and Address of the Clients				
3	Agreement Amount				
4	Cost of work on completion				
5	Date of start				
6	Stipulated date of completion				
7	Actual date of completion				
8	Amount of compensation levied for delayed completion, if any				
9	Type of Work: Residential/ Non Residential Building				
10	Total Built up Area of the Project				
11	No. of Basements in any Building of this work				
12	Maximum Height of any Building of this work				
13	Maximum No. of storeys of any Building of this work				
14	Performance report	Outstanding	Very Good	Good	Poor
(a)	Quality of work				
(b)	Resourcefulness				
(c)	Financial soundness				
(d)	Technical proficiency				
(e)	General behaviour				

The Experience Certificate is to be submitted separately for each work duly signed by an officer not below the rank of Executive Engineer / Project manager or equivalent for Govt. Work.

Date Name &  
Designation Signature  
with Seal of issuing  
Authority

**Construction of Indian Pavilion for World Expo2020 at Dubai****Form - H****AFFIDAVIT****(To be submitted by bidder on non-judicial stamp paper of Rs. 100/  
(Rupees****Hundred only) duly attested by Notary Public)  
(To be submitted in Envelop-I)**

Affidavit of Mr. ....S/o

R/o .....

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

1. That I am the Proprietor/Authorized signatory of M/s .....  
Having its Head Office/Regd. Office at .....
2. That the information/documents/Experience certificates submitted by M/s..... along with the tender for .....(Name of work).....To NBCC Ltd. are genuine and true and nothing has been concealed.
3. I shall have no objection in case NBCC verifies them from issuing authority (ies). I shall also have no objection in providing the original copy of the document(s), in case NBCC demands so for verification.
4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, NBCC at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues.
5. I shall have no objection in case NBCC verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal / Branch office of issuing Bank and I/We shall have no right or claim on my submitted EMD before NBCC receives said verification.
6. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, NBCC shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.
7. I hereby confirm that our firm /company is not blacklisted/ barred /banned from tendering by NBCC. If this information is found incorrect, NBCC at its discretion may disqualify / reject / terminate the bid/contract.
8. The person who has signed the tender documents is our authorized representative. The Company is responsible for all of his acts and omissions in the tender.

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

**DEONENT**

Verified at .....this.....day of .....

**DEONENT****ATTESTED BY (NOTARY PUBLIC)**

Contractor

NBCC/Subsidiary

**Construction of Indian Pavilion for World Expo2020 at Dubai****Form-I**

<b>GST Registration Details of Contractor/Vender</b>	
1	Name
2	Address (As per registration with GST)
3	City
4	Postal Code
5	Region/ State (Complete state Name)
6	Permanent Account Number
7	GSTN/ ARN/ UID/ Provisional ID No. (Copy of Acknowledgement required)
8	Type of Business (As per registration with GST)
9	Service Accounting Code/ HSN Code
10	Contact Person
11	Phone Number and Mobile Number
12	E-mail ID
13	Compliance Rating (If updated by GSTN)

**Signature of  
Applicant with seal**

## **Construction of Indian Pavilion for World Expo2020 at Dubai**

### **Dubai VAT Registration Details**

<b>Sr.</b>	<b>Contractor / Vender Details</b>
<b>No.</b>	
1	Entity Name
2	Address (As per registration with VAT)
3	City
4	Postal Code
5	Region/ State (Complete state Name)
6	Permanent Account Number
7	VAT/ARN/ UID/ Provisional ID No. (Copy of Acknowledgement required)
8	Type of Business (As per registration with VAT)
9	Service Accounting Code/ HSN Code
10	Contact Person
11	Phone Number and Mobile Number
12	E-mail ID
13	Compliance Rating (If updated by VAT)

**Signature of  
Applicant  
with seal**

## **Construction of Indian Pavilion for World Expo2020 at Dubai**

### **PROFORMA OF BANK GUARANTEE IN LIEU OF EMD (TENDER BOND)**

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

NBCC (India) Limited,  
NBCC Bhawan, Lodhi Road, New Delhi -110003.

In consideration of NBCC (India) Limited, having its Registered Office at NBCC Bhawan, Lodhi Road, New Delhi - 110003 (hereinafter called "NBCC" which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Notice Inviting Tender No..... and M/s..... having its Registered Head Office at..... (herein after called the "TENDERER") is to participate in the said tender for..... Whereas NBCC, as a special case, has agreed to accept an irrevocable and unconditional Tender Bond Guarantee for an amount of Rs..... valid upto..... from the tenderer in lieu of Cash Deposit of Rs..... required to be made by the tenderer, as a condition precedent for participation in the said tender. We the.....(hereinafter called the "BANK") having its Registered, Office at..... and branch office at..... do hereby unconditionally and irrevocably undertake to pay to NBCC immediately on demand in writing and without demur/protest any amount but not exceeding Rs..... Any such demand made by NBCC shall be conclusive and binding on us irrespective of any dispute or differences that may be raised by the tenderer. Any change in the constitution of the tenderer or the Bank shall not discharge our liability under the guarantee.

We, the..... Bank, lastly undertake not to revoke this guarantee during its currency without the prior consent of NBCC in writing and this guarantee shall remain valid upto..... upon expiry of which, we shall be relieved of our liability under this guarantee thereafter.

FOR AND ON BEHALF OF BANK

PLACE:

DATED:

WITNESS.

1.

2.