

# NBCC OVERSEAS REAL ESTATE LLC, DUBAI

(WOS of NBCC (INDIA) LIMITED, A GOVT. OF INDIA ENTERPRISE)

**A-15, Plot 236-0, Makani no 2466086696.Iris Bay,  
Business Bay, Dubai-UAE.**



## GENERAL CONDITIONS OF CONTRACT

**For Architectural & Engineering Consultancy  
Services**



# ARCHITECTURAL & ENGINEERING CONSULTANCY SERVICES

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## **SECTION-1**

# **NOTICE INVITING e-TENDER**

*"Providing Architectural and Engineering Consultancy Services for  
Development of the Real Estate Works at Al Warsan, International City, Dubai."*

**Section-1**

**NOTICE INVITING TENDER**

**NBCC OVERSEAS REAL ESTATE LLC**  
**(WOS of NBCC (INDIA) LIMITED, A GOVT. OF INDIA ENTERPRISE)**

**A-15, Plot 236-0, Makani no 2466086696.Iris Bay,  
Business Bay, Dubai-UAE.**

**Date: 03.02.2026**

**NOTICE INVITING e-TENDER**

**NBCC Overseas Real Estate LLC.** invites percentage fee open e-tenders on QCBS basis from reputed Architect/Consultant firms who fulfill qualification criteria as stipulated in tender documents for "**Providing Architectural and Engineering Consultancy Services for Development of the Real Estate Works at Al Warsan, International City, Dubai.**" as per schedule as under. The estimated Project Cost of this work is **AED 30.00 Million.**

Bidding Document No.	NBCC OVERSEAS REAL ESTATE/ GM / Consultancy/ RE Dubai/ 2026/01 Dated 03.02.2026
Name of the work	<b>"Providing Architectural and Engineering Consultancy Services for Development of the Real Estate Works at Al Warsan, International City, Dubai."</b>
Client/Owner	NBCC Overseas Real Estate LLC (hereinafter referred as NBCC)
Brief Scope of Work	Architectural and Engineering Consultancy Services for Development of the Real Estate Works – Al Warsan, Dubai International City, Dubai." along with circulation area, parking area including landscape etc. Providing engineering services from concept to commissioning such as Preparation of Master Plan, conducting various surveys, investigations, preparation of DPR, Estimates, preparation of 3D model & Walk-through, obtaining pre construction and post construction statutory approvals from various authorities, planning, concept design & drawing for the project and other works as defined in GCC & SCC. The scope also includes co-ordination, tendering assistance in bid process management and any other work as required for smooth implementation of the project. The scope of work as mentioned in GCC/SCC may also be referred in addition to above.
Time for Completion of work	30 (Thirty) Months / completion of main work whichever is later.
Defect Liability Period	One Year from the date of Completion and Issuance of Building Permit issued by the statutory Authority
Earnest Money Deposit	AED 9000.00 to be submitted Through Manager Cheque in Favour of " <b>NBCC OVERSEAS REAL ESTATE LLC</b> "
Non-refundable cost of tender / Bid document	AED 1000 Plus VAT through Manager Cheque Favoring " <b>NBCC OVERSEAS REAL ESTATE LLC</b> " Only.
Date and time of Pre-Bid Meeting	10.02.2026 at 12:00 PM IST through VC (link will be shared through corrigendum)
Date & time of opening of technical bid	17.02.2026 at 17.00 PM

Last date & time of submission of bid (on line)	Before and up to 16.30 PM on 17.02.2026.
Period during which EMD, Letter of Unconditional Acceptance, Affidavit for Correctness of Documents and other documents as per NIT (all original) in hard form shall be submitted	Before and up to 16.30 PM on 17.02.2026. NBCC DWC LLC C/o NBCC OVERSEAS REAL ESTATE LLC, Building A3, Office 425, Business Park, Dubai World Central, PO Box-27661, Dubai, UAE.
Date & time of Design Concept Presentation	21.02.2026
Date & time of opening of Financial Bid	22.02.2026
Validity of offer	150 days from initially stipulated last date of submission of Tender as per NIT.
Obtaining Green Building Certification	Building is to be designed for Green Building rating as per law of Land

The tender document can be downloaded from the websites <https://nbcc.enividacom>, "Corrigendum, if any, would appear only on the NBCC web site and not be published".

## **2.0 Mandatory Requirement and Minimum Eligibility Criteria:**

The interested bidders should meet the following mandatory and minimum qualifying criteria:

### **A. Mandatory requirement:**

- i) Architectural Firms must be registered in Dubai Department of Economy & Tourism / Dubai Municipality/ TRAKHEES / NAKHEEL/ Dubai Land Authority / any other authority as per law of land Requirement.
- ii) Architectural firm must be in active operations for past seven years and rendered Architectural and Engg services for mixed land use development.
- iii) Architectural Firm must have Active Trade license for G+12 Building works.

### **B. Work Experience:**

- iv) Experience of having provided Architectural &Consultancy services for successfully completed similar works during the last 7 years ending initial stipulated last date of submission of tenders:
  - a. Three similar works each costing not less than 40% of the estimated cost put to tender  
or
  - b. Two similar works each costing not less than 50% of the estimated cost put to tender  
or
  - c. One similar work costing not less than 80% of the estimated cost put to tender.

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

"Successfully completed similar works" shall mean completion of construction of project for which consultancy assignment has been executed.

- ii) The past experience in similar nature of work should be supported by certificates/LOA/Contract Agreement issued by client's organizations/statutory authority as per Law of Land. In case the work experience is of Private sector, the completion certificate shall be supported with copies of Letter of Award/Contract Agreement.
- iii) The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to previous day of initial stipulated last date of submission of tenders as per NIT.
- iv) Joint-venture / consortia of firms / companies and foreign bidders are not eligible to quote for the tender.

**i. Financial Strength:**

1. The Average annual Audited financial turnover (after enhancement) for last 3 years shall be at least 40% of the estimated consultancy fee put to tender. The requisite Turnover shall be duly certified by auditor of the company with his Seal/signatures and registration number.

In case the preceding financial year is unaudited, then the same shall be certified by auditor of the company in Annexure-VIII and the three financial years immediately preceding the previous financial year shall be considered for evaluation.

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

The value of annual turnover figures shall be brought to the current value (i.e. preceding Financial year) by enhancing the actual turnover figures at simple rate of 7% per annum.

2. The bidders are required to submit the page of summarized Balance Sheet (**Audited**) and also page of summarized Profit & Loss Account (**Audited**) for immediate last three years.

**Note-**

**Illustration 1:** Suppose, Last Date of Bid submission is 21.05.2023 with **unaudited balance sheet of last financial year**. Relevant year of turnover shall be 2021-22, 2020-21, 2019-20. Figures of turnover of 2021-22 shall be enhanced by 7%. Figures of turnover of 2020-21 shall be enhanced by 14%. Figures of turnover of 2019-20 shall be enhanced by 21%.

**Illustration 2:** Suppose, Last Date of Bid submission is 21.05.2023 with **audited balance sheet of last financial year available**. Relevant year of turnover shall be 2022-23, 2021-22, 2020-21. Figures of turnover of 2022-23 shall not be enhanced. Figures of turnover of 2021-22 shall be enhanced by 7%. Figures of turnover of 2020-21 shall be enhanced by 14%.

- 3.0 The intending tenderer(s) must read the terms and conditions of this GCC and SCC carefully. He should only submit his bid if eligible and in possession of all the documents required.
- 4.0 Information and Instructions for tenderers posted on website shall form part of bid document.
- 5.0 The bid document consisting of scope of work and the set of terms and conditions of the contract to be complied with and other necessary documents are available with the tender documents.

6.0 Architect firm/ Consultant must ensure to quote rate in percentage in quoting sheet. Percentage on Estimated Project cost.

7.0 Notwithstanding anything stated above, NBCC OVERSEAS REAL ESTATE LLC reserves the right to assess the capabilities and capacity of the tenderers to perform the contract in the overall interest of NBCC.

8.0 The tenderer(s) is/are required to quote strictly as per the terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.

9.0 The tenderer(s) if required, may submit queries, if any, through E-mail and in writing to the tender inviting authority to seek clarifications within 07 days from the date of publishing of Tender in Newspaper. 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, 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.

Further, queries regarding Design concept presentation also will not be entertained after 07 days from the date of uploading of tender on website. Bidders have to give Design concept presentation on the basis of the available data and after collecting information regarding plot area, local heritage, plot connectivity with main road, etc. by visiting the site. Missing link, if any, may be assumed by the bidders with best possible option for presentation since this stage is meant to assess and evaluate the overall understanding of bidder about subject matter and the Project in particular.

10.0 NBCC reserves the right to reject any or all tenders or cancel/withdraw the Invitation for Bids without assigning any reason whatsoever and in such case no tenderer / intending tenderer shall have any claim arising out of such action.

**11.0 Earnest Money Deposit:**

Earnest Money Deposit of amount as mentioned in "NIT of Tender" required to be submitted along with the tender shall be paid Through Manager Cheque in Favour of NBCC OVERSEAS REAL ESTATE LLC.

12.0 The EMD shall be payable to NBCC without any condition(s), recourse or reservations.

- i) The Bid will be rejected by NBCC as non-responsive and shall not be considered in case EMD is not received of the requisite amount in the physical form.
- ii) The EMD of unsuccessful bidders in technical evaluation shall be returned within 30 days of declaration of technical evaluation results, The EMD of bidders other than L1 will be returned within 15 days, after opening of Financial Bid.
- iii) The EMD of the successful consultant will be discharged after the consultant has furnished the required acceptable Performance Guarantee.
- iv) No interest shall be paid by NBCC on the EMD.
- v) The EMD may be forfeited:
  - a) If a consultant withdraws the bid after bid opening during the period of validity;

- b) If, any unilateral revision in the offer is made by the tenderer during the validity of the offer.
- c) Upon non acceptance of LOI/LOA, if and when placed.
- d) In the case of a successful consultant; if the consultant fails to Sign the Agreement with in the 30 days from the date of issue of LOA or furnish the required performance security or fail to commence the work within the stipulated time period prescribed in the contract.
- e) If the bidder furnishes any incorrect or false statement/information/document.
- f) If the bidder does not intimate the names of persons who are working with him in any capacity or are subsequently employed by him who are near relatives to any officers of NBCC and/or name of bidder's near relative who is posted in the project office/concerned zonal/SBG/RBG office of NBCC.

**13.0 List of Documents to be submitted by Bidder in Hard Copy within the period of bid submission:**

- a. Manager Cheque in Favour of **NBCC OVERSEAS REAL ESTATE LLC** in respect of EMD and Non Refundable Tender Fees.
- b. Annexure-I: Affidavit on Letter Head dully notarized by notary public as per law of Dubai for correctness of document/information. (Attached with GCC Consultancy-Dubai).
- c. Annexure-II: Unconditional letter of acceptance of tender conditions (in original) (duly signed on letter head of the applicant/ bidder).
- d. Annexure-III to Annexure-X if applicable.
- e. Corrigendum / Addendum / Other documents, if any.
- f. Power of Attorney/ Board Resolution of the person authorized for signing /submitting the tender.
- g. Annexure- XI - Performa for Details of Client Organization in respect of Work Experience Certificates

**NOTE:**

1. All documents are required to be submitted in hard copy.
2. In case of non-submission of EMD of the requisite amount in the physical form,, the bid shall be rejected out rightly without seeking any further clarification.
3. Unconditional letter of acceptance duly signed on letter head, Affidavit for correctness of document/information are mandatory documents and are need to be checked carefully for its correctness (strictly as per prescribed format) before submission of bid. The bid shall be rejected out rightly in case of its non-submission in hard copy, without seeking any further clarification/document. No claim of the consultant whatsoever shall be entertained by NBCC on this account.
4. The bidders are advised to submit complete details with their bids. The Technical Bid Evaluation will be done on the basis of documents submitted by the bidders with the bids in hard copy. Please note no fresh document other than in the form of clarification/revision in respect of an existing document shall be accepted after last date of submission of bids.

5. The information should be submitted in the prescribed proforma. Bids with Incomplete/Ambiguous information are liable to be rejected.
6. EMD submitted by the bidders shall be strictly paid Through Manager Cheque in Favour of NBCC OVERSEAS REAL ESTATE LLC. In case, EMD is not found of requisite amount, the bid will be liable for rejection.
7. All the documents duly sealed and signed by the Power of Attorney/Authorized person through Board of Directors should be in readable, printable and legible form (in English Language) failing which the Bids shall not be considered for evaluation.

#### **14.0 Set of Tender Documents:**

The following documents will constitute set of tender documents:

- a) Notice Inviting E-Tender
- b) Quoting Sheet for Tenderer should be in separate Envelop
- c) General Conditions of Contract (Consultancy- EPC)
- d) Affection Plan
- e) Annexure-I to Annexure-XI
- f) Corrigendum / Addendum / Other documents, if any

15.0 The envelope containing requisite bid documents should also indicate clearly the name of the tenderer and his address. In addition, the left-hand top corner of the envelope or container should indicate the name of the work, name of the document in the envelope with bid opening date and time and addressed to address mentioned above and shall reach up to 11:00 Hrs on or before date of Technical Bid.

The bid submitted shall become invalid, if:

- i) The tenderer is found ineligible.
- ii) The tenderer does not submitted all the documents as stipulated in the bid document.
- iii) Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.

16.0 The bid for the works shall remain valid for acceptance for a period of 150 days from the last date of submission of bid including the extension given, if any. In case any tenderer withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to NBCC, then NBCC shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid. Further the tenderers shall not be allowed to participate in the re-bidding process of work.

17.0 The acceptance of any or all tender(s) will rest with NBCC who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all of the tenders received without assigning any reason thereof.

18.0 On acceptance of tender, the name of the accredited representative(s) of the Architect/ Consultant who would be responsible for taking instructions from Engineer-in- Charge or its authorized representative shall be intimated within 07 days of issue date of Letter of Award (LOA)/ Letter of Intent(LOI) by NBCC.

19.0 Date of Start of work shall be reckoned from the 10th day after issue of the letter of Award

(LOA)/ Letter of Intent (LOI) by NBCC.

20.0 The award of consultancy work, execution and completion of work shall be governed by tender documents consisting of (but not limited to) NIT, General Conditions of Contract, Special Conditions of Contract, Technical Evaluation, Price bid, etc. The tenderers shall be deemed to have gone through the various conditions while making/Preparing their technical & financial proposals & submitting the Bid(s) including site conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of tenderer will affect his price/rates before quoting their rates.

## 21.0 ORDER OF PRECEDENCE OF DOCUMENTS

In case of difference, contradiction, discrepancy, with regard to General conditions of contract, Special Conditions, Specifications, Corrigendum/ Clarification(s) issued, Drawings, Bill of quantities etc. forming part of the contract, the following shall prevail in order of precedence:

1. Letter of Award, along with statement of agreed variations and its enclosures, if any.
2. Corrigendum, Addendum, Clarifications etc.
3. Special Condition of Contract, if any
4. General Conditions of Contract (GCC Consultancy- EPC).
5. Drawings
6. update with correction slips issued up to last date of receipt of tenders.
7. Relevant Codes as per law of land.

22.0 Financial Bid will be opened on the next date of the Design Concept Presentation or as intimated separately in the presence of participants who choose to attend the opening of the Financial Bid.

23.0 In case of any query please contact Shri Dinesh Kumar Choudhary, DGM(Engg), +91-9540031024 (Local Number- Mr. Saheer +971-551906699 ) and through Email ID : [dk.choudhary@nbccindia.com](mailto:dk.choudhary@nbccindia.com), [pradeep.sharma1@nbccindia.com](mailto:pradeep.sharma1@nbccindia.com), [sonu.ram@nbccindia.com](mailto:sonu.ram@nbccindia.com)

**General Manager  
NBCC Overseas Real Estate LLC, Dubai**

## **Section-2**

### **INSTRUCTIONS TO CONSULTANT**

## **INSTRUCTIONS TO CONSULTANT**

### **1.0 Introduction**

- 1.1 The Architect firms / Consultants are invited to submit a Technical bid together with a Financial bid. The tender will be the basis for technical discussions/negotiations if required and ultimately for a signed Contract with the selected Architect firm /consultant.
- 1.2 Architect firms / consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Architect firms/consultants are desired to visit the site before submitting a proposal. Architect firms / Consultants or his authorised representative should contact the following regarding site specific information and site visit enquiry.

**Contact :** .....

**Address :** .....

**Fascimile :** .....

**Phone No :** .....

**Mobile :** .....

- 1.3 (a) NBCC will provide the inputs to the Architect firms/consultants, if available. However, NBCC does not assume any Responsibility for any loss or financial damages on account of use of such information by consultant & consultants are advised to collect their own information for preparation, submission of bids & execution of services after award of work.

- 1.3 (b) The Architect firms/consultants shall be responsible for obtaining licenses and permits to carry out the services.

- 1.4 Architect firms / consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation, site visits etc. NBCC / Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Architect firms / consultants.

### **1.5 Conflict of Interest**

- 1.5.1 NBCCs policy requires that Architect firms / consultants provide professional, objective, and impartial advice and at all times hold NBCC's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.5.2 (i) Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

#### **Conflicting assignments**

(ii) An Architect firm / consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Employer.

#### **Conflicting relationship**

(iii) An Architect firm / consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of NBCC's staff who is directly or indirectly involved in any part of (a) the preparation of the Terms of Reference of the assignment, (b) the selection process for such assignment, or (c) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to NBCC throughout the selection process and the execution of the Contract.

1.5.3 Architect firms / consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of NBCC, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Architect firm / consultant or the termination of its Contract any time, throughout currency of the work.

1.5.4 No agency of current employees of NBCC shall work as Architect firms / consultants. Recruiting former employees of NBCC to work is acceptable provided no conflict of interest exists.

### **1.6 Fraud and Corruption**

1.6.1 NBCC requires that the Architect firms / consultants participating in selection process adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, NBCC:

(a) Defines, for the purpose of this paragraph, the terms set forth below:

(i) "corrupt practice" means the offering, promising, giving, receiving, or soliciting, directly or indirectly, of anything of value which he is not legally entitled to, to influence the action of a public official in the selection process or in contract execution;

(ii) "fraudulent practice" means a willful misrepresentation or omission of facts or submission of fake/forged Documents in order to influence a selection process or the execution of a contract;

(iii) "collusive practices" means a scheme or arrangement whether formal or informal, between two or more consultants with or without the knowledge of NBCC, designed to establish prices at artificial, non-competitive levels, submission or non-submission of Bids;

(iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

(b) will reject a proposal for award if it determines that the Architect firm/consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question; and

(c) will sanction an Architect firm/consultant, including declaring the Architect firm/consultant ineligible, either indefinitely or for a stated period of time, for award of a contract if at any time determines that the Architect firm/consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract.

1.7 The Architect firm/consultants should be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

## 1.8 **Only One Proposal**

The Architect /consultant firm shall only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

## 1.9 **Proposal Validity**

The Architect firm /consultant tender must remain valid for 150 days after the last date fixed for submission of tender including the extension(s) given, if any.

## 1.10 **Association of Sub-Consultants (for specialised work)**

Architect Firm/Consultant may associate with sub consultant(s) for specialized works such as HVAC, Lift, Fire-fighting, Landscape etc. The details of such sub-consultants shall be mentioned by the Architect firm / Consultant in the attached format at Annexure-IX at the time of submission of Bid.

## 2.0 **Clarifications and Amendment of Bid Documents**

### 2.1 Architect firms/consultants may request for a clarification on any clause(s)

of the Bid documents within 7 days from the date of uploading of Tender on website. Any request for clarification must be sent in writing, or by standard electronic means to NBCC's address. NBCC will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without disclosing the Source of query) to all Architect firms/consultants. Should NBCC deem it necessary to amend the bid document as a result of a clarification or any other reasons it shall do so following the procedure under Para. 2.2.

However, NBCC reserves the right to respond the queries after cut-off date as mentioned above.

- 2.2 At any time before the submission of tender, NBCC may modify/ amend the bid document and extend the last date of submission/ opening of the tender by issuing a corrigendum/addendum.
- 2.3 Any Corrigendum/Addendum thus issued shall form part of tender document and shall be posted only on website [www.tenderwizard.com](http://www.tenderwizard.com) and www.eprocure.gov.in and the Consultants are thus advised to update their information by using said website. To give the Consultant reasonable time to take an amendment into account in their bids and on account of any other reasonable circumstances, NBCC may at its discretion, extend the deadline for the submission/ opening of the tender.

### **3.0 Preparation of Bid Proposal**

- 3.1 In preparing their tender, Architect firms/consultants are expected to examine in detail the tender document. The tender shall contain technical & financial Bids.
- 3.2 The bid proposals, all related correspondence exchanged by the Architect firms/consultants & NBCC and the contract to be signed with the winning consultant shall be written in the English language

#### **3.3 Technical Bid Proposal**

- a) The Technical bid shall not include any financial information. A Technical bid containing financial information shall be declared non responsive / invalid.
- b) The Technical bid may be declared non responsive / invalid, if the bid is not accompanied by the requisite documents as stipulated in tender document.

#### **3.4 Financial bid Proposals**

The Financial bid shall not include any commercial or technical condition / information. Financial offer shall be submitted as per Section-5 in Percentage Rate.

### **4.0 Submission, Receipt and Opening of bids**

- 4.1 The original bids (Technical bid and Financial bid) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed tender documents must initial such corrections. Letter for acceptance of tender condition should be submitted in the prescribed format of Annexure-II, Section-6.
- 4.2 An authorized representative of the Architect firm/consultant shall sign the Technical & Financial bids. The authorization shall be in the form of approval letter / Board Resolution from Board of Directors of company / Board Resolution of Firm.
- 4.3 NBCC shall open the Technical bid after the deadline for the submission of original in hard form as per NIT. The Financial bid shall remain securely stored.
- 4.4 The evaluation of bids shall be done as described in the Section-4 for tenders invited on Quality and Cost based System.

#### **5.0 Confidentiality**

Information relating to evaluation of tenders and recommendations concerning awards shall not be disclosed to the Architect firms/consultants who submitted the tender or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its tender and may be debarred from participating in future tenders.

- 6.0 Bids from Consultant against whom action to suspend business dealings has been taken by NBCC or any of its subsidiaries shall not be accepted for any future enquiry/ bid/ tender till the expiry of period of debarment. Bidders may refer to the 'Guidelines on Suspension of Business' on NBCC's website.
- 7.0 Bidder shall read the latest guidelines issued by the Government of India with respect to restriction on procurement from a bidder( refer definition of "Bidder" in the said guidelines) of a country which shares land border with India / unfriendly nature with India and shall ensure to comply these guidelines. In case of any violation of the said guidelines, this would be a ground for debarment in future tenders and also further legal action in accordance with Law of land.

## **Section-3**

### **CONDITIONS OF CONTRACT**

## CONDITIONS OF CONTRACT

### 1. Definitions

For the purpose of the agreement, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

- a) **Approved** means approved by NBCC's Engineer-in-Charge in writing including subsequent confirmation of previous approval and 'Approval' means approval by NBCC's Engineer-in-Charge in writing as above said.
- b) **Applicable Law** means the laws and any other instruments having the force of law in Dubai.
- c) **Architect firm / Consultant** mean any private or public entity that will provide the Services to NBCC under the Contract.
- d) **Building** shall mean the Construction of proposed building.
- e) **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between NBCC and the contractor, together with the documents referred to therein including these conditions, the specifications, design brief, basic drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- f) **Contract Price** means the price to be paid for the performance of the Services, in accordance with Section-5.
- g) **Engineer-in-Charge** means the General Manager of NBCC Overseas Real Estate LLC, the name of whom is intimated through letter of award, or his representative as may be duly appointed and authorized in writing by him to act as "Engineer-in-charge" on his behalf for the purpose of the contract, to perform the duty set forth in this General condition of contracts and other contract documents.
- h) **Estimated Cost** means estimated cost put to tender for inviting financial bid from the Architect firm/Consultant for Architectural planning, designing, proof checking of design and detailing.
- i) **In writing** means communicated in written form with proof of receipt.
- j) **Language** means all documents and correspondence in respect of this contract shall be in English Language.
- k) **Letter of Award (LOA)/Letter of Intent (LOI)** shall mean NBCC's letter or notification conveying his acceptance of the tender subject to such conditions as may have been stated therein.



- l) **Month** means English Calendar month 'Day' means a Calendar day of 24 Hrs each.
- m) **NBCC** shall means NBCC OVERSEAS REAL ESTATE L.L.C, a company registered under the License no 1493703 with Dubai Economy and Tourism, and having its registered office at A-15, Plot no 236-0,Makani No 2466086696, Iris Bay, Business Bay, Dubai-UAE. or its Administrative officers or its engineer or other employees authorized to deal with any matter with which these persons are concerned on its behalf.
- n) **Owner/Client** means NBCC OVERSEAS REAL ESTATE L.L.C, a company registered under the License no 1493703 with Dubai Economy and Tourism, and having its registered office at A-15, Plot no 236-0,Makani No 2466086696, Iris Bay, Business Bay, Dubai-UAE.
- o) **Site** shall mean the site of the contract/Architectural works including any building and erection thereon and any other land adjoining thereto (inclusive) as aforesaid allotted by NBCC or the Engineer for the contract's use.
- p) **Services** means the work to be performed by the Consultant pursuant to this Contract, as described in Bid Document.
- q) **Sub-Consultants** means any person or entity to whom /which the Consultant subcontracts any part of the Specialized Services.
- r) **Writing** means any manuscript typed written or printed statement under or over signature and/or seal as the case may be.
- s) Words imparting the singular meaning only also include the plurals and vice versa where the context requires. Words importing persons or parties shall include firms and corporations and organizations having legal capacities.
- t) The headings in the clauses/conditions of contract are for convenience only and shall not be used for interpretation of the clause/ condition.

## 2.0 **Scope of Work:**

NBCC would furnish the requirements and area schedule for various functions to the Architect firm / Consultant, the Architect firm / Consultant shall, there upon, render the following services and deemed to be included in their quoted price unless mentioned otherwise:

### I. **Preliminary Stage**

#### A. **Preliminary Concept Report:**

The Consultant shall

- a. Furnish a site evaluation and analysis report with basic approach to Circulation, activity, distribution and interaction and external linkage.
- b. The consultant shall provide the Topographic Survey Drawings & Soil Investigation Report to the NBCC. The Consultant is also responsible for collection of any data/information which he may need for his design from any relevant source including (but not limited to) statutory bodies, DEWA (Dubai Electricity and Water Authority) etc.
- c. Report on identification of Ultimate disposal point, intermediate rain water harvesting system and Source/availability of electricity, water and other services.
- d. In case of project requirement or as per the requirement of Govt. authorities of Dubai, the consultants shall Conduct Environmental Impact Assessment (EIA), if required & furnish preliminary report on environmental impact of the project and finalize it after discussion with the client clearly outlining the measures required for mitigating the adverse impact. Environment Clearances from Govt. Authorities of Dubai, etc. shall be obtained by the Consultant
- e. Study the Affection plan and owners' requirements in view of the applicable building regulations of the concerned authority.
- f. Prepare site plan (layout plan) showing contours, features and services and facilities available, general layout of buildings and services, preliminary sketch and design with drawing, giving details of useful areas, services areas, circulation area and total plinth area identifying soil condition, climatic condition and preliminary estimate to provide information in respect of magnitude of work and its component and service and cost of all such items involved. The Architect firm/Consultant should submit the preliminary design and design basis Report and modify it if considered necessary by NBCC. Site inspections for finalization of above details shall be conducted by the Architect firm/Consultant.
- g. Prepare estimate as per market/ Govt. of Dubai norms / statutory authority norms of Dubai. The estimate shall be based on prevailing market rate along with justification, specification.
- h. Obtain the approval of NBCC/client of (e & f) above and supply 2 set of copies of approved site plan (Layout Plan).
- i. Preparation & submission of models (in the desired scale) and perspective views of the complete scheme as per requirement of NBCC/Client.

- j. The consultant shall prepare concept drawings of the project, including plans, cross sections, main elevations and perspectives and give presentations on the schemes as and when required by NBCC/Client and shall incorporate the changes desired by NBCC / Clients without any extra cost.
- k. Accept the Sub- Consultant Appointment.
- l. Review the Project Brief, owner's requirements , Development control Norm's of Dubai Municipality, TRAKHEES, NAKHEEL and other documents available from the Client and inform the Client of any missing documents that are necessary for the successful design and approval of the project, When the complete set of the documents is available, Register the project with Master developer , Trakhees , Nakheel or any other statutory authority as per law of land, develop the Concept design and obtain Client approval.

a.

## **B. Preliminary Planning:**

- a) Prepare Master Plan of entire complex/site, provide preliminary architectural design & preliminary structural design for all the building proposed as per scope of work in accordance with the requirements of the concerned authority of Dubai, UAE and its approval from all statutory authorities.
- b) The Consultant shall coordinate and obtain required approvals from all statutory bodies, e.g., Local Bodies of Dubai / Dubai Municipality / TRAKHEES / NAKHEEL / any other statutory body as per law of land etc. Follow up of the Submission until Approving authorities approved the same. Though the consultant will be responsible for obtaining all the necessary approvals, NBCC/client will issue necessary officials' requests/letters wherever required. All the plans shall have to be approved/accepted by NBCC/client before submission for Statutory approvals. Necessary fees to be paid for obtaining approvals shall be reimbursed by the NBCC/client on submission of original receipt and bills / any other proof by the Consultant.
- c) The Consultant shall coordinate preliminary design of all components of proposed structures with other agencies.
- d) Preliminary Design of exterior envelope including walls, openings, glazing, façade, parapets, ramps, lifts etc.
- e) Preliminary planning of all internal and external utility services like water supply, sewerage, storm water drainage, electrical, Air Conditioning ( Air-conditioning), Fire Alarm & Fire-fighting appliances acoustics, telephone conduit, street/compound lighting landscaping, Rain water harvesting, development plans showing roads, paths, parks, paved areas, drains, culverts, compound walls, external lighting, Electrical sub-station, DG sets, Lifts, interior design and graphic signage, security system, telecommunication system etc. indicating scope, specifications and costs separately of such sub-head. The scope of work shall be as defined above, however, NBCC reserves the right to exclude any of the above services from the scope of the Consultants' work. Collection of all data regarding existing services in the area

like Sewer, Power, Water supply, Metro, Rail/ Roads.

- f) Collection of all data and Preliminary design of Services regarding existing services in the area like Sewer, Power, Water supply, Metro, Rail/ Roads, storm water drainage system, rain water harvesting system etc.
- g) Integration of Site Services with existing services in the area like Sewer, Power, Water supply, Metro, Rail/ Roads, storm-water drainage system, rain water harvesting etc. This includes liaisoning with statutory authorities.
- h) Prepare the DBR covering the following:
  - i) Conceptual Architectural & flowchart drawings.
  - ii) The Consultant shall prepare a Design Basis Report for all components including services that are part of this agreement. The Consultant shall identify necessary existing conditions, soil condition, climatic condition and usage requirement in considerations while formulation the design basis report.
  - iii) The Consultant will be responsible for and bear all expenses related to topographical surveys and preliminary soil investigations etc. for design.
  - iv) The Consultant shall provide Detailed Technical Specification of each work as a part of the Preliminary Design Report which will act as a reference for the Contractor(s) to carry out detailed design activities.
  - v) Bills of quantities based on preliminary design of various components duly priced along with take-off sheets. All estimates shall be prepared on the basis of schedule of rates as per law of land, norms wherever applicable and on the basis of market rate analysis where schedule of rates etc. are not applicable. These estimates should be comprehensive and should include all items as per drawings and specifications. Detailed analysis for the item not included in schedule of rates etc. shall have to be submitted.
  - vi) The Consultant may include provision for physical and price contingencies, interest during construction and other financing costs, pre-construction expenses etc.
  - viii) The Consultant shall prepare the Cost estimates and BoQ for the purpose of assistance in tendering process for contractor(s). The Consultant shall be responsible for accuracy of the BoQ items.

The consultant shall supply two copies of the same with the preliminary drawings to NBCC.

- g) Submit market rate analysis for Items supported with Quotations.
- h) Submit the proposal to local body complete as per requirement of local bodies including preparation of Model/Presentation of Model etc. if any.
- i) Obtain the approval of layout plan & drawing from the competent authority, statutory body, if necessary, according to the local Acts, laws, Regulations etc. and make any changes desired by such authorities under intimation to / approval from NBCC. The approved/modified layout plan and drawings are to be submitted to NBCC.
- j) The consultant will incorporate eco-friendly building materials like fly ash bricks, low VOC paints energy efficient equipment & fixtures etc. as per prevailing government rules / law of land.
- k) The Consultant shall incorporate the principles of Life Cycle cost in the design in line with law of land.
- l) The consultant will prepare & submit required set of Tender Documents to call tender on EPC/ Design & build basis for appointment of Contractor, Scope of work, Tender Drawings, BOQ, Estimates, Specifications, Design Basis Report, Stage Payment schedule, Schedule of Finishes, List of makes as per UAE practice and Govt. of Dubai Norms / Statutory authorities requirements etc.

The payment schedule shall include all the items of work which are required to be executed as per the scope of work of the project.

The payment schedule shall include all the items of work which are required to be executed as per the scope of work of the project.

- m) Preliminary Electrical/Mechanical Drawings / Design Calculations for all the components of the schemes including getting approvals from the concerned authorities.
- n) Detailed Technical specifications for all the items proposed in the schemes.
- o) Any other drawings/information's/details required for completion and execution of work but not mentioned above.
- p) The consultant shall discuss all the points/shortcomings/new requirements, if any with the Local bodies/ Govt/ Authorities/NBCC/ Dubai Municipality / TRAKHEES/ NAKHEEL etc. and shall take their concurrence on all the observations.
- q) If any new component is to be added to the scheme, the consultant shall collect all the data, shall get done all the surveys/investigations/tests required for the planning/designing of additional component and nothing extra shall be payable on this account.

- r) Undertake site visits or to attend meetings to collect details/data/information required for planning purposes, holding necessary discussions with NBCC/Clients representatives/local bodies and obtaining requirements of the Project and attending meetings with officials of Local bodies/Govt. Authorities/Dubai Municipality/ TRAKHEES /NAKHEEL/NBCC/Central Govt. or any other agency of Dubai as and when required.
- s) Preliminary Design Services are required for reviewing the alignment, locations, construction methodology, finalize packaging of civil work and other works, prequalification of contractor for civil works, preparation of tender documents for civil and other works including preliminary designs and bid process management.
- t) Interaction and Coordination with Client team on preliminary designs and tender documents etc.
- u) Preliminary designs for civil work must be consistent with system designs and be good for tender document. This will cover all scope as defined in tender documents including Estimation of cost of all packages/works.
- v) Consultant shall ensure that all the approved makes for each respective items to be used in the works are proposed by them, as per law of land.
- w) Interaction and Coordination with Client team on preliminary designs and tender documents etc.
- x) Consultant shall ensure that all the approved makes for each respective items to be used in the works are proposed by them, as per law of land.
- y) The Consultant will engage the services of well-qualified specialists or consultants for design of following systems/services, in case in-house competence is not available:
  - a. Electrical (internal & external) services.
  - b. Mechanical works such as ventilation systems, Airconditioning.
  - c. Fire detection/protection system.
  - d. Building Automation services.
  - e. Security systems, Plumbing Services, Waste Management services.
  - f. Audio/Video systems, furniture design & planning etc.

The fee of the specialist or consultants for all the above services shall be borne by consultant

## **II Working Drawing Stage:**

The preparation of detailed working drawings with details incorporating services and schedule of quantities.

This will include:

- a) Preparation of Design basis Report including working and detailed architectural drawings and detailed estimate as per the Standard Schedule of Rates (SOR)/ market rate for civil work, electrical works, General specifications for electrical works Part I (Internal), Part II (External), Part III (Lifts and escalators), Part IV (Wet riser and sprinklers system), Part V (AC works), Part VI (DG sets) and other specifications for services like substation if any, Air conditioning etc. for all items of the above work, including internal and external utility services, along with details of quantities (Bill of quantities), supporting calculations and Preliminary structural design / for whole of the work or in part of to facilitate call of tender in stages by NBCC.

For items not covered by the schedule of rates the Architect/Consultant would provide details specifications, description of the item and market rates.

- b) To prepare & submit good for construction architectural drawings & visit the sites of work regularly as per requirement of Local bodies Authorities/NBCC/Dubai Municipality/ TRAKHEES/NAKHEEL /Central Govt. of Dubai to solve the problems of site & issue necessary clarifications/details of the Project.
- c) Analysis of rates for Schedule and non-schedule items on current market rates of materials, labour and Petrol, Oil, Lubricant.
- d) Obtaining approval of local authorities, if any, and make changes required by them
- e) Preparation & submission of Detailed specifications & list of makes for all the equipment to be installed at site.
- f) Structural designs of various components of buildings / structures provided by contractors shall be proof checked by NBCC. He shall also sign over the Good for construction structural/MEP/Services drawings..

### **III. Construction Stage:**

- a. Vetting of all design (structural, MEP), working drawings and details of proper execution of works during construction in a time bound manner.
- b. Provide the owner with the required technical advice when and as necessary.
- c. Provide the contractor with all necessary clarifications pertaining to the contract documents to ensure the satisfactory completion of the project.

- d. Consultant shall act as an interface or coordination agency between Client and the contractor(s) during the handholding period for the Detailed Design Stage.
- e. The Consultant shall check and approve Detailed Design , GFC drawings and Shop drawings prepared by the contractor(s) / Sub contractors in a time bound manner and ensure that all the preliminary design aspects and parameter have been adhered to w.r.t tender provisions before commencement of execution.
- f. Supply to NBCC five copies of the detailed working architectural drawings free of charge for use during execution of work.
- g. Supply to NBCC such further drawings, specifications or details which may be required for proper execution of work.
- h. Applying and Obtaining approval for any amendments/variations agreed upon in writing between the owner and the contractor from any statutory body/local Govt. Body like Dubai Municipality, TRAKHEES, NAKHEEL, Pollution Control Board, Environmental clearance etc. as applicable to this project for execution of work or for designs/drawings of the scheme.
- i. Keep a strict watch and control upon substituted/extra items and intimate to NBCC before issuance of Good For Construction drawings.
- j. Report to the owner on the progress of the project and ensure there is no deviations w.r.t tender specifications and terms & conditions over regular periods.
- k. Obtain NBCC's approval for any material deviation in design, cost, working drawings, schedule and specifications from the approved scheme.
- l. Carrying out all modifications /deletions /additions / alterations /in design/drawing/documents as required by Local Bodies Authorities/State / NBCC / Dubai Municipality / NAKHEEL / TRAKHEES or any other authorities of Dubai as applicable for proper execution of works at site till completion and handing over of the project to the client.
- m. Provide BOQ, Specifications, detailed analysis for any extra / substituted items and its justification.
- n. Sorting out problems and issue necessary clarifications at site including preparation & submission of additional drawings and details for proper execution of work at site shall have to be borne by the consultant and shall be covered within his quoted/negotiated fees and nothing extra shall be payable on this account.
- o. **Negligence in Design:** If the consultant (as designer) vastly underestimated

quantities, they might be held liable for the additional costs if beyond 5% of project cost incurred by the owner.

- p. Approve the material submittal for the use in the project and ensure their conformity with the standards and specifications
- q. Assist in Inspection of the materials and the workmanship and instruct the contractor to carry out all the necessary tests to ensure conformity with the standards
- r. Carry out the final inspection of the works, issue preliminary and final reports with respect to defects (if any).
- s. Consultant shall be available for fortnightly coordination meetings on site between contractor, subcontractor, interior designer and copies of minutes of such meetings will be sent to NBCC on regular basis.

#### **IV. Completion Stage:**

1. Authorities Construction inspections related submissions and approvals.
2. To obtain "NOC/Completion/Occupancy Certificate/ Building Permit" from the statutory bodies of Dubai, UAE /competent authorities/ Dubai Municipality / TRAKHEES/ NAKHEEL/ any other statutory body as per law of land.
3. Any statutory fee payable to local bodies for issue of NOC/Completion/Occupancy Certificate/ Building Permit shall be borne by NBCC.
4. Vetting of all as-built drawings submitted by EPC Contractor; including 1:100 scale plans elevations and cross sections etc. indicating the details of the building and all internal and external services as completed and supply 4 sets of completion drawings to NBCC and also hand over the original of the completion drawings to NBCC.
5. Preparation & submission of completion reports, Operation & maintenance manual, completion of as built drawings and documents for the project as required and acceptable to NBCC and Clients/local bodies/or any other authorities applicable including getting 'completion certificate' from concerned authorities, if required.
6. Assist NBCC in Arbitration/Litigation case(s) that may arise out of the contract entered, in respect of above work, regarding clarifications/interpretations, supply of drawings, designs, specifications as and when required. The consultants' role will be limited to these clarifications only and unless specifically required by Arbitrator/Court, he shall not be

required to participate in actual Arbitration/Litigation proceedings.

7. Consultancy for obtaining Green Building Certification, as mentioned in the NIT.
8. Provide all the drawings in proper electronic format for use in future for any modifications or interior design. In addition, wherever possible, provide drawings in PDF format. All drawings and documents in electronic format will be provided on a CD/DVD/Pen drive as directed by Engineer-in-charge.

**NOTE: Planning and Designing in purview of Vulnerability Areas of Dubai**

It is mandatory for the bidders to refer to Vulnerability Areas of Dubai for multi-hazard risk assessment and includes the relevant hazard proneness specific to project location while planning and designing the project in terms of but not limited to:

**Urban Flood Vulnerability:** Recent studies (2025/2026) have mapped urban flood hazards using 2D HEC-RAS and GIS, identifying critical, dense areas with high-risk flash flooding potential due to rapid development and insufficient drainage.

**Coastal & Sea Level Rise (SLR):** Vulnerability mapping indicates that projected water level increases could impact the coastal urban footprint.

**Seismic Hazard:** Dubai is in a zone where the Peak Ground Acceleration (PGA) is between 0.10g and 0.20g, classed as Zone 2A. While not on an active fault line, it may experience minor tremors from the Zagros fault, but the risk of serious damage is minimal.

**Climate & Heat:** As a desert nation, Dubai is highly susceptible to climate change, with rising temperatures and extreme heat conditions.

**V - Consultant's Role During DLP Period**

During the Defects Liability Period (DLP) as per NIT, the consultant shall:

1. Conduct periodic inspections to identify defects and raise it to NBCC.
2. Verify and certify rectification works done by the Contractor.
3. Provide technical advice on any issues/disputes during DLP.
4. Support in final DLP closure through inspection and certification

### **3.0 Payment of Remuneration:**

#### **3.1 Remuneration**

The fee includes planning, preliminary designing and periodical supervision during construction of the project, approvals from Govt. authorities, travel expenses towards periodical supervision, for attending meetings with NBCC/Clients/ visits to local authorities, etc. by the Consultant and or by their technical persons.

All payments shall be made in Dubai currency (AED) only.

##### **(a) The Consultancy Fee:**

NBCC agrees to pay the Architect firm/Consultant fees for the professional services to be rendered by them as herein above described at 2(I), II, III, & IV in clause - 2 "Scope of Work" of section-3.

The payment of fee to the Architect firm/consultant shall be restricted to the project cost. For the purpose of payment of fees, the project cost shall be lowest of the following:

1. The actual cost of the project on completion; or
2. DPR /preliminary cost approved by NBCC/Client; or
3. Estimated cost of the project put to tender.

The actual completion cost of the project or DPR /preliminary cost approved by NBCC/Client or Estimated cost of the project put to tender shall not include the following:

- Cost of land, if any.
- Payment to statutory bodies/local authorities/Green Building Certification Authorities/Dubai Municipality / TRAKHEES / NAKHEEL Fees etc.
- Any fee, deposit and payment towards services rendered by local Authorities/State/Central Govt.
- NBCC agency charges.
- Contingencies charges
- Escalation in tendered cost of work due to variations in the cost of labour, material, specifications etc. shall not be paid
- Extra/substituted items, deviations (plus/minus)

(b) The above fee at 3.1 (a) is inclusive of fee payable by the consultant to any other consultant/Associate(s) and nothing extra shall be payable by NBCC for this purpose.

### **4.0 Mode of Payment:**

i) Milestone payment schedule for various activities are as under:

SL. No.	Milestone Achieved	Extent of Payment/ Percentage of Payable Fee
1	Preparation of Conceptual Project Report including Site (Layout) Plan of buildings and services, concept drawings of all buildings, Preliminary Estimate, giving Presentations on the schemes to NBCC/client and incorporating modifications, if any, Obtaining its approval from NBCC/client.	(15%)
2	Preparation of required drawings and approval from all local/ Statutory authorities / Dubai Municipality/ TRAKHEES / NAKHEEL, Preparation of Models/ Perspective views/ walkthrough etc in order to enable start of work.	(15%)
3	Preparation and Submission of all architectural drawings including Design basis report, finishing schedules, details of all services including MEP, IT, HVAC, Fire Fighting, Landscaping, Security etc. indicating complete scope, Obtaining its approval from NBCC/client, if required. Submission of take-off sheets, complete Tender Documents including BoQ, Technical Specifications, List of recommended makes, Drawings, Analysis of rates, Detailed Estimate.	(20%)
4	Proof checking of structural design, internal and external utility services	(15%)
5	During the execution of work (on pro-rata basis) Commensurate with the value of the work executed	(20%)
6	Balance after successful commissioning of the building/project and getting completion certificate, Building Permit from authorities of Dubai.	(15%)

**Note:** The part payment against above stages on part completion of required scope of work under a particular stage can be released as per decision of Engineer in-charge by mentioning the reasons for the same.

- 4.1 All the payments due to the consultant shall be made online through Escrow account as per law of land requirement and no cheques/ draft shall be issued.
- 4.2 Payments will be released on or before 30 days from the date of submission of Tax Invoices and approval of concerned approving authority of NBCC, however in case of delay due to any reason No Delay interest will be payable.

## **5.0 Additions, Alterations and Variation:**

- i. NBCC shall have the right to request in writing for additions alterations, modifications or deletions in the design and drawing of any part of the work and to request in writing for additional work in connection therewith and the consultants shall comply with such requests without any extra cost.

No extra payment shall be made to Consultant by NBCC on account of such Additions & Alterations as enumerated above, provided the total built up area remains same.

- ii. The consultant shall not make any material deviation, alteration, addition to or omission from the work except without first obtaining the written consent of NBCC.

## **6.0 Taxes and duties**

### **6.1 The contract price is Excluding of VAT and any other statutory levies payable under any law of land of Dubai (as applicable on the date of submission of bid) by the consultant in connection with execution of the contract.**

- 6.2 Notwithstanding anything contained in clause 6.1 the consultant shall ensure payment of appropriate tax on the supplies made under the contract. The consultant shall take registration under the applicable enactment levying tax on supply of goods or services under the contract and issue invoice having all the particulars prescribed under the applicable provisions of the law, including description of VAT, goods/services, rate and amount of tax paid or payable on the supplies made under the contract, so that NBCC can avail credit of such tax, wherever applicable. The consultant shall comply with all applicable provision of Value Added tax or such other similar tax as levied by Federal tax Authority. The consultant shall get himself registered and discharge his obligations for payment of taxes, filing of returns etc. under the appropriate provisions of law in respect of all the tax, duties, levies, cess, etc. NBCC would have right to seek necessary evidence that the consultant is registered under the law and duly discharging its obligations under the tax law, enabling NBCC to avail input tax credit.
- 6.3. In case any law requires NBCC to pay tax on the contract price on reverse charge basis, the amount of tax deposited by NBCC would be considered as paid to the consultant.
- 6.4. In case the consultant does not deposit the tax payable on execution of the contract or has not provided the tax invoice to NBCC showing the amount of tax, or has not uploaded the document in computerized tax network as per prevailing law, leading to non-availability of inputs credit of the tax to NBCC, the amount equivalent to such tax shall be deducted from the contract price.
- 6.5. Stamp duty and registration charges, if any, payable on the executed contract document, shall be borne by the consultant.

- 6.6. Tax deduction at source, if any, shall be made by NBCC as per law applicable from time to time from the amount payable to the consultant.
- 6.7. The consultant has to register himself in Federal Tax laws as per applicable law and submit the details as per annexure-X under Section-6.
- 6.8. Firm Must hold Valid TRN and CT Registration Certificate.
- 6.9. Tax Invoice will be raised as per contractual milestone in the name of NBCC OVERSEAS REAL ESTATE LLC.
- 6.10. VAT & any other similar taxes will be payable upon submission of Tax Invoices,

## **7.0 Performance Security/ Guarantee**

- 7.1 For the due performance of the contract in accordance with the terms and conditions specified, the consultant shall on the day or before signing the contract which shall not be later than 45 (Forty five) days of the issue of the Letter of Award/ Letter of Intent, furnish performance security / Guarantee on the Performa of NBCC Overseas Real Estate LLC, Dubai. from a Nationalized/Scheduled Bank to the extent of 5% of the value of total consultancy fees of consultant (at this stage it shall be worked out considering the estimated project cost). The Bank Guarantee shall remain valid till stipulated time for completion of Defect Liability Period plus 90 days. The EMD paid by the Consultant shall be returned to the consultant after receipt of Performance Guarantee.
- 7.2 The Bank Guarantee shall be in favour of NBCC Overseas Real Estate, Dubai Limited, payable at Dubai. The Bank Guarantee should be (in the prescribed format of NBCC as per Section-6) issued from any Nationalized Bank /Scheduled Bank of Dubai.
- 7.3 It is expressly understood and agreed that the performance security is intended to secure the performance of entire contract. The forfeiture of Performance Security by the NBCC, would not operate as bar/set off/adjustment from any amount of money which becomes recoverable or is recovered by the NBCC to cover any damages detailed/ stipulated in various clauses in the Contract document. In case of Performance Security being forfeited by the NBCC, the consultant would immediately replenish the amount of Performance Security.
- 7.4 The performance security will be discharged by NBCC and returned to the Architect firm/consultant after successful physical completion of the project at site and submission of completion drawings and documents to NBCC and statutory bodies and after completion of Defect Liability Period of contractor.
- 7.5 NBCC reserve the right of forfeiture of the performance guarantee in additions to other claims and penalties in the event of the consultant's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

7.6 Should the stipulated time for completion of work, for whatever reason be extended, the consultant, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to NBCC before the expiry date of the Bank Guarantee originally furnished.

#### **8.0 Completion period:**

- a. The overall completion period for the execution of this project from the date of commencement of work shall be mentioned in NIT.
- b. If at any stage, the Project has been delayed by the acts of Client/funding authorities or by the deployed contractor for the work, nothing extra shall be payable to the consultant. However suitable extension of time for completion of work shall be granted accordingly.
- c. **Escalation/Price Variation**

No claim / additional fees on account of any price variation/Escalation on whatsoever ground shall be entertained at any stage of works. Quoted fees shall be firm and fixed for entire contract period as well as extended period for completion of the works.

#### **9.0 Commencement of Work:**

The commencement of work will be considered from 10th day of issuance of LOA.

The architect/Consultant has to submit detailed program of the work as per the below mentioned guidelines within 10 days from the date of commencement of the work. The time schedule submitted by the architects shall include time for obtaining required approvals, completion certificate etc. from local bodies. However, if delay is caused by the local bodies beyond reasonable control of the consultant, the department may consider such delays favourably.

#### **10.0 Compensation for Delay:**

The time allowed for carrying out the work as specified in clause 9.0 (a) shall be strictly observed by the consultants and shall be deemed to be the essence of the contract on the part of the consultants. The work shall throughout, the stipulated period of the contract, be processed with all diligence.

The Consultant will be required to complete the entire job within stipulated time. No extension of time for completing the same shall be given owing to any variations made in the works by the orders of the clients, unless the

clients in consequences of such variations extends the time allowed to NBCC for the completion of the works.

In case the Consultant fails to complete the work within the Contract period or

extended period as above owing to reasons attributable to Consultant, liquidated damages @ 1% per week of the total fees subject to a maximum of 10% of the total fees payable shall be levied on the Consultant. NBCC shall be entitled to deduct such damages from the dues that may become payable to the consultant. If the work is held up at site due to non-availability of Drawings/Specifications/Other Details as per mutually agreed schedule penalty, proportionate to the value of the work which is held up, shall be imposed on the consultant.

#### **11.0 Abandonment of Work:**

- i) That if the consultant abandons the work for any reason whatsoever or become incapacitated from acting as consultants as aforesaid, NBCC may make full use of all or any of the drawings prepared by the consultants and that the consultants shall be liable to refund any excess fees paid to them up to that date plus such damages as may be assessed by NBCC.
- ii) If at any time after start of work, the NBCC decides to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the works to be carried out, NBCC shall give notice in writing to this effect to the Consultant and the consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.

#### **12.0 Termination:**

NBCC without any prejudice to its right against the consultants in respect of any delay or otherwise or to any claims or damages in respect of any breaches of the contract and without prejudice to any right or remedies under any of the provisions of this contract may terminate the contract by giving one month's notice in writing to the consultants and in the event of such termination, the consultants shall be liable to refund the excess payment, if any, made to them over and above what is due in terms of this agreement on the date of termination. NBCC may make full use of all or any of the drawings prepared by the consultants.

~~In case due to any circumstances, NBCC decides to curtail the scope of work or totally abandon the work, the payment to the consultants would be made based on Clause 3.0 above and approved preliminary estimate or estimated cost or awarded cost whichever is less up to the stage of work executed by him immediately before taking such a decision.~~

In the event of termination of services due to unsatisfactory performance of consultant, the Consultant will not be entitled to claim any compensation on account of reduction in scope of work or for the period of contract not completed. However, the NBCC will reserve the right to levy appropriate compensation on the Consultant for the losses incurred by the NBCC/client

on account of unsatisfactory services of the Consultant or due to disruption or delay in completion of project on account of their service.

### **13.0 Number of Drawing Sets etc. and Copyright:**

The Consultant shall supply free of charge to NBCC, the adequate no. as specified elsewhere of following documents in soft as well as hard copy.

- i) Detail Project Reports with colored drawings.
- ii) All the Drawings and estimates to be submitted to clients.
- iii) All working architectural drawings for all the components (Good for Construction Drawings).
- iv) Detailed estimates and rate analysis of all works.
- v) Completion drawings and detailed documents.
- vi) Tender documents/tender drawings as per NBCC requirements.
- vii) As built drawings after completion of project.

The Consultant shall supply free of charge to NBCC all the estimates, details of quantities (BOQ), reports and any other details envisaged under this agreement, including architectural drawings as indicated above. Any extra sets of drawings, if required NBCC shall be supplied at mutually agreed cost. All these drawings will become the property of NBCC. The drawing cannot be issued to any other person, firm or authority or used by the consultants for any other project. No copies of any drawing or document shall be issued to anyone except NBCC and authorized representative of NBCC.

### **14.0 Determination or Rescission of Agreement:**

NBCC without any prejudice to its right against the consultant in respect of any delay by notice in writing absolutely may determine the contract in any of the following cases:

- i. If the consultants being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager which entitles the court to make up a winding up order.
- ii. If the consultants commit breach of any of the terms of agreement. When the consultants have made themselves liable for action under any of the clauses aforesaid, NBCC shall have powers a) to determine or rescind the agreement b) to engage another consultant(s) to carry out the balance work at the risk and cost of the consultant and debiting the consultant(s) the excess amount, if any, so spent.

In case contract of consultant is determined, the performance Guarantee and Security Deposit of the consultant shall stand forfeited. The decision of NBCC in this regard shall be final and binding on the consultant.

## **15.0 Responsibilities for Accuracy of Project Proposals**

- a. The Consultant shall be responsible for the accuracy of the technical / financial data collected and the designs, drawings, quantities and estimates prepared by him as a part of the project. He shall indemnify NBCC & Client against any inaccuracy in the work, which might surface out at the time of ground implementation of the project. In such an eventuality, the consultant will be responsible to correct the drawings including re-investigations etc. as required without any extra cost implication on NBCC.
- b. The Consultant shall fully indemnify NBCC from and against all claims and proceedings for or on account of any infringement of any patent right, design, trade mark or name or other protected rights in respect of any construction plant, machinery work or material used for or in connection with the work or temporary works.
- c. NBCC reserves the right to award the work of one or more sectors/area to one or more consultant. Nothing extra shall be paid on this account. Further the payment of consultancy fees shall be regulated as mentioned under the Clause 4.0 "Mode of Payment".

## **16.0 Force Majeure Clause**

Consultant/Consultancy Firm shall be granted extension of the completion date without any financial repercussion to cover the delay caused by the circumstances viz. incidence of war, invasion, revolution, sabotage, work shutdown imposed by Govt. agencies or legislature or other authorities, act of God, epidemics, fires, earth quakes, floods explosions, accidents, sea navigation blockages or any other acts or events whatsoever which are beyond the control of NBCC and which shall directly or indirectly prevent completion of the works within the time specified in the agreement. This Force Majeure Clause shall be applicable only if extension of the completion date is granted by NBCC.

## **17.0 Withholding and Lien of Payment**

Whether any claim or claims for payment of money arises out of or under the contract against the Consultant, NBCC shall be entitled to withhold and also to have a lien to retain in whole or in part, the security deposit, performance guarantee and or to withhold and have a lien to retain in part or in full the payments due to the consultant, or any claims of the consultant, so as to cover the claimed amount till the claim arising out of or under the contract is determined by the competent court.

## **18.0 Jurisdiction**

The agreement shall be governed by the Dubai Law for the time being in force and the Courts in Dubai, UAE alone will have jurisdiction to deal with matter arising there from.

## **19.0 General:**

1. The scrutiny of the drawing, and designs by NBCC's own supervisory staff, if any, does not absolve the Architects of their responsibility under the agreement. The Architects shall remain solely responsible for structural soundness of the design and other services for all provisions of the contract so as to satisfy the particular requirement of the Architectural specifications.
2. The Architect firms/Consultant shall supply to NBCC copies of all documents, instructions issued to Architect firms/Consultants, if any, relating to the work, drawings, specifications, bill of quantities and also other documents as may be required.
3. The Architects hereby agree that the fees to be paid as provided herein (clause 3.0) will be in full discharge of function to be performed by him and no claim whatsoever shall be against NBCC in respect of any proprietary rights or copy rights on the part of any party relating to the plans, models and drawings.
4. While providing consultancy services, the consultant shall ensure that there is no infringement of any patent or design rights and he shall be fully responsible for consequences/any actions due to any such infringement. Consultant shall keep NBCC indemnified all the times and shall bear the losses suffered by NBCC in this regard.
5. Consultant shall appoint and notify a team of two senior officials of his organization as nodal officers to represent the consultant in all the meetings/presentations with Local Municipal Corporation Authorities/Dubai Municipality / NAKHEEL / TRAKHEES/ NBCC/Central Govt of Dubai. or any other agency.
6. All designs and drawings shall be the property of NBCC. The name and logo of NBCC shall be predominantly displayed on all the drawings and documents. The consultant shall not put his name or firms name on any of the documents/drawings on the DPR. The name of consultant shall be written as Associate Consultant on all drawings/documents only after DPR is approved from all the concerned authorities.
7. The originals of approved completion drawings shall be on good quality reproducible tracing paper and soft copy of all the drawings & design shall have to be given on compact disc (CD). The proprietary rights of all the design shall remain with NBCC.
8. The consultant shall be required to sign an Agreement with NBCC

within 30-days of the receipt of LOA based on these terms & conditions.

9. Recovery/Penalties can be recovered from the consultancy fee/EMD/Performance Guarantee/any payment/dues of the other works that the consultant is doing or would be doing for NBCC at that time.

## **20.0 FORECLOSURE OF CONTRACT BY NBCC/OWNER**

If at any time after the commencement of the work NBCC shall for any reason whatsoever if required to foreclose the work or is not require the whole work thereof as specified in the tender to be carried out, the General Manager shall give notice in writing of the fact to the consultant, who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the work in full, but which he did not derive in consequence of the foreclosure of the whole or part of the works.

## **21.0 SUSPENSION OF WORKS**

- (a) The consultant shall, on receipt of the order in writing of the General Manager, suspend the progress of the works or any part thereof for such time and in such manner as the General Manager may consider necessary for any of the following reasons:

- i) On account of any default on part of the consultant, or
- ii) For proper execution of the works or part thereof for reason other than the default of the consultant, or
- iii) If the work is partly or fully abandoned/suspended by NBCC for any reasons

The consultant shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-charge.

- (b) If the suspension is ordered for reasons (ii) and (iii) in sub-Para (a) above.

- i) The consultant shall be entitled to an extension of the time equal to the period of every such suspension plus 25%. No adjustment of contract price will be allowed for reasons of such suspension.
- ii) In the event of the consultant treating the suspension as an abandonment of the Contract by NBCC, he shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the work in full or part.

## **Section-4**

### **CRITERIA AND EVALUATION (FOR TENDERS INVITED ON QUALITY AND COST BASED SYSTEM)**

## Section-4

### CRITERIA AND EVALUATION

(For tenders invited on Quality cum cost based System)

The detailed criteria for evaluation of tenders invited on Quality and Cost based system shall be as under:

#### **1.0 Technical Evaluation:**

To become eligible for Technical Bid Evaluation, the bidder must meet the Minimum Eligibility Criteria as per NIT. (Only the bids, meeting the minimum eligibility criteria, as per NIT, will be considered for Stage-A & Stage-B evaluation)

#### **1.1 STAGE - A:**

(i) Marks system for the evaluation is as under : **(30 Marks)**

<b>1. Project Capabilities</b>		<b>20 Marks</b>																				
Work Experience: Experience of Architectural & Consultancy services for successfully completed similar works																						
(i)	Minimum Technical Eligibility Criteria as per NIT	10																				
(ii)	Twice the Minimum Technical Eligibility Criteria	15																				
(iii)	Thrice the Minimum Technical Eligibility Criteria or more	20																				
(iv)	In between (i) to (iii) – on pro-rata basis																					
<b>2. In-house Manpower</b>																						
In-House (i.e. on-roll) Manpower (to be supported with CV): The credentials of the same personnel shall not be considered for more than one category.		<b>10 Marks</b>																				
(i)	One of the Director/Partner/Chief Architect/Proprietor of company should be registered with Society of Engineers / Dubai Municipality, Dubai, UAE & should have minimum 20 years of post-qualification experience in Architectural & Consultancy work	2.5																				
(ii)	The bidder shall have adequate technical staff in house, each with a minimum of one year of post qualification experience in the respective category as proposed in CV. The credentials of the same personnel shall not be considered for more than one category. -	3.5																				
<table border="1"> <thead> <tr> <th><b>S.No.</b></th><th><b>Category</b></th><th><b>N o.</b></th><th><b>Qualification</b></th><th><b>Marks</b></th></tr> </thead> <tbody> <tr> <td>1</td><td>Architect</td><td>5</td><td>Graduate in Architecture</td><td>0.25 each</td></tr> <tr> <td>2</td><td>Structural Engineer</td><td>2</td><td>M.Tech/ M.E. in Structural Engineering</td><td>0.25 each</td></tr> <tr> <td>3</td><td>Electrical Engineer</td><td>1</td><td>Graduate in Electrical Engineering</td><td>0.25 each</td></tr> </tbody> </table>		<b>S.No.</b>	<b>Category</b>	<b>N o.</b>	<b>Qualification</b>	<b>Marks</b>	1	Architect	5	Graduate in Architecture	0.25 each	2	Structural Engineer	2	M.Tech/ M.E. in Structural Engineering	0.25 each	3	Electrical Engineer	1	Graduate in Electrical Engineering	0.25 each	
<b>S.No.</b>	<b>Category</b>	<b>N o.</b>	<b>Qualification</b>	<b>Marks</b>																		
1	Architect	5	Graduate in Architecture	0.25 each																		
2	Structural Engineer	2	M.Tech/ M.E. in Structural Engineering	0.25 each																		
3	Electrical Engineer	1	Graduate in Electrical Engineering	0.25 each																		

		4	Plumbing and Sanitary Services (PHE Consultant)	1	Graduate in Civil/Mechanical Engineering	0.25 each	
		5	HVAC Consultant	1	Graduate in Electrical/Mechanical Engineering	0.25 each	
		6	Fire System Consultant	1	Graduate in Fire/ Mechanical/ Electrical Engineering	0.25 each	
		7	Green Building Design Consultant	1	Graduate in Engineering/ Architecture & Accredited evaluator of IGBC/GRIHA/LEED	0.25 each	
		8	Interior Design Consultant	1	Graduate in Architecture / Interior Designing	0.25 each	
		9	Horticulture/ Agriculture	1			
(iii) <b>Key Personnel to be assigned as part of Project Team :</b>							
a)	<b>Team Leader</b> should be Graduate in Architecture in First Class & registered with COA and should have minimum <b>12 years'</b> Post-qualification experience and should be Employed with the Bidder for a minimum period of 01 years				01 Marks	<b>02</b>	
	More than 12 years' experience, 0.20 Mark for each Additional year of Experience				(Max. up to 01 marks)		
b)	<b>Project Manager</b> should be B-Tech in Civil Engg. / Post Graduate in Construction Management and should have minimum <b>05 years'</b> of Post-qualification experience and should be Employed with the Bidder for a minimum period of 01 years				01 Marks	<b>02</b>	
	More than 05 years' experience, 0.2 Mark for each Additional year of Experience				(Max. up to 01 marks)		
	<b>Total Marks</b>						<b>30</b>

## 1.2 STAGE-B : Design Concept Presentation

The tenderers short listed after meeting the mandatory and minimum eligibility criteria, shall also be invited for participating in the design concept Competition by way of presentation before the Committee constituted for the purpose by NBCC.

The Architect firm/Consultant shall bring Soft copy of their Design concept and related details at the time of presentation. The concept design shall incorporate all the parameters as mentioned below under Evaluation Criteria. The time and venue for presentation will be intimated separately.

The committee shall evaluate the presentation on design concept and would assign the marks independently and then the assigned marks would be averaged out.

The consultant shall have no right to challenge the marks assigned by the committee and, committee shall have no liability to applicant in this regard. No correspondence would be entertained challenging or contesting the marking by the individual member of the committee.

The committee shall evaluate the design concept of consultants by applying the evaluation criteria, sub-criteria, and point system as stipulated here in under.

#### Evaluation Criteria of the Design Concept Presentation

<b>A.</b>	<b>Master Planning &amp; Zoning</b>	<b>20 Marks</b>
(i)	Cost effective Site Utilization & Grouping of Functions, Economical and Durable design.	07
(ii)	Site Orientation: Massing (Compactness), Circulation (integration), etc.	07
(iii)	Knowledge of Building Bylaws and Statutory Requirements of respective local bodies/Municipalities, etc. for which the bidder should visit the site (s) before submission of Bid.	06
<b>B.</b>	<b>Design Concept Planning</b>	<b>50 Marks</b>
(i)	Structural Design Concept, Disaster resistant methods / Technologies, Infrastructure for persons with disabilities / Universally accessible building.	08
(ii)	Design philosophy & approach, work methodology, work processes and systems employed by bidder in its organization and how these worked to tackle the project specific complexities and challenges with their impact & outcome	10
(iii)	Green Building Features, Incorporation of Environmental Friendly and sustainability considerations in planning and design considering the use of eco-friendly materials, locally available materials, Optimum Product Mix for higher return as per UAE byelaws and guidelines.	08
(iv)	Innovation in Landscape designing and concept plan for horticultural development work including optimum utilization of existing natural features	08
(v)	Principles of Life Cycle Cost and accomplished Advance/ Latest Technologies and innovative materials & Finishes (other than conventional Technologies/materials) proposed to be used in the Project. The proposed Life Cycle Cost analysis and new technology (ies) should demonstrate the time and /or cost effectiveness along with demonstration/working out of overall estimated cost of the project based on various design features/parameters proposed by him.	08
(vi)	Aesthetics, Innovative Modern and/or Contemporary, State of the Art Architectural features.	08
	<b>Total Marks</b>	<b>70 Marks</b>

The bidders securing 70% & above marks in aggregate in Stage-A & Stage-B combined will qualify for Opening of Financial Bid.

Combined Technical score of Stage-A & Stage-B shall be "St" as under:

$St$  = Total marks of bidder in {Stage-A & Stage-B}

## **2.0 Financial Evaluation**

The Financial bid of those tenderers whose documents are found to be in order and who qualify in Technical evaluation will be opened after the Design concept presentation as per notification.

The lowest Financial Bid ( $F_m$ ) will be given a financial score ( $S_f$ ) of 100 points.

The financial scores ( $S_f$ ) of the other Financial Bids will be determined using the following formula:

$$S_f = 100 \times F_m / F$$

In which,

**$S_f$  is the financial score,**

**$F_m$  is the lowest Financial Bid, and**

**$F$  is the Financial Bid under consideration.**

## **3.0 Final Evaluation of Bid**

The final selection shall be based on QCBS i.e Quality and Cost based Selection.

Bids will finally be ranked in accordance with their combined technical ( $S_t$ ) and financial ( $S_f$ ) scores:

$$S = S_t \times T_w + S_f \times F_w$$

Where,

**$S$  is the combined score, and**

**$T_w$  and  $F_w$  are weights assigned to Technical Bid and Financial Bid that will be 0.70:0.30 respectively.**

**The bidder achieving the highest combined technical and financial score will be considered to be the successful Applicant and work shall be awarded to the bidder.**

## **Section-5**

# **FINANCIAL PROPOSAL**

## **FINANCIAL BID / QUOTING SHEET**

**NAME OF WORK**

: PROVIDING ARCHITECTURAL AND ENGINEERING CONSULTANCY SERVICES FOR DEVELOPMENT OF THE REAL ESTATE WORKS AT AL WARSAN, INTERNATIONAL CITY, DUBAI

**NAME OF ARCHITECT : -----**  
**FIRM/CONSULTANT**

<b>Sl. No.</b>	<b>Description</b>	<b>Consultancy fee to be quoted in percentage on Estimated construction put to tender</b>	
		(in fig.)	(in words)
1.	THE FEES FOR PROVIDING ARCHITECTURAL AND ENGINEERING CONSULTANCY SERVICES FOR DEVELOPMENT OF THE REAL ESTATE WORKS AT AL WARSAN, INTERNATIONAL CITY, DUBAI AS PER SCOPE OF WORK AND TERMS AND CONDITIONS OF THE TENDER/CONTRACT DOCUMENT EXCLUDING VAT.	_____ %	

**Signature& Stamp of Tenderers**

## **Section-6**

### **FORMATS & ANNEXURES**

**ATTESTED BY (NOTARY PUBLIC)**

**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE**

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

NBCC OVERSEAS REAL ESTATE LLC, DUBAI,  
NBCC Bhawan, Lodhi Road, New Delhi - 110003

In consideration of NBCC OVERSEAS REAL ESTATE LLC, DUBAI, 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 awarded a work order/contract / supply order No. .... Dated ..... (hereinafter call "the said contract") to M/s.

..... having its registers (hereinafter called the Architect/ Consultant firm) which expression shall unless repugnant to the subject or context includes its successors and assigns, having awarded a work order/contract / supply order No. .... Dated ..... (hereinafter call "the said contract") to M/s.

WHEREAS, the terms and conditions of the contract for proper performance of the contract for proper execution/supply of the works/ equipment specified in the notice of demand made by the Architect/ Consultant firm to NBCC under, in respect of any breach by the the Architect/ Consultant firm of any of the terms and conditions contained in the contract as specified in the notice of demand made by NBCC to the bank with reference to this guarantee up to and aggregate limit of AED ..... (United Arab Emirates Dirham ..... only) the bank hereby agrees with NBCC that:

We, the ..... Bank (hereinafter called "The Bank") which expression shall unless repugnant to the subject or context include its successors and assigns) having our registered office at ..... and branch office at ..... hereby unconditionally and irrevocably undertake and guarantee payment to NBCC on demand in writing and without protest or demur or any deduction or set-off whatsoever by the Architect/ Consultant firm to NBCC under, in respect of any breach by the the Architect/ Consultant firm of any of the terms and conditions contained in the contract as specified in the notice of demand made by NBCC to the bank with reference to this guarantee up to and aggregate limit of AED ..... (United Arab Emirates Dirham ..... only) the bank hereby agrees with NBCC that:

1. This Guarantee shall be continuing guarantee and shall remain valid and irrevocable for all claims of NBCC and liabilities of Architect/ Consultant firm till the date of expiry of BG i.e. .... The claim period of the Bank Guarantee shall be for a period of 12 Months after the date of expiry of BG.
2. NBCC shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the the Architect/ Consultant firm from time to time or to postpone for any time or from time to time any of the powers exercisable by NBCC against the the Architect/ Consultant firm

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

3. This guarantee shall be in addition to whatsoever NBCC may now or at any time of the works/equipment and NBCC or to enforce this security in respect of which the NBCC may have or obtain in enforcing or requiring the effect of releasing the Project.

4. This guarantee shall stand unaffected by the liquidation or winding up, dissolution, Consultant firm or any other change in the constitution of the Guarantor Bank or for any other reasons whatsoever and the liability of the Guarantor Bank hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, or agreed with or without knowledge or consent of NBCC, by or between the Architect/ Consultant firm and the Bank.

5. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the bank in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the Architect/ Consultant firm (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the Architect/ Consultant firm stopping or preventing or purporting to stop or prevent any payment by the Bank to NBCC in terms hereof.

6. The amount stated in any notice of demand addressed by NBCC to the Guarantor as liable to be paid to NBCC by the Architect/ Consultant firm or as suffered or incurred by NBCC on account of any losses or damages, costs, charges and / or expenses shall as between the Bank and NBCC be conclusive of the amount so liable to be paid to NBCC or suffered or incurred by NBCC as the case may be and payable by the Guarantor to NBCC in terms hereof subject to a maximum of AED ..... (United Arab Emirates Dirham ..... only).

7. Unless demand or claim under this Guarantee is made on the Guarantor in writing within 12 Months after the date of expiry of the Guarantee, the Guarantor shall be discharged from all liabilities under this Guarantee there under.

**WILL BE UPDATED  
THROUGH CORRIGENDUM**

Notwithstanding anything contained herein before our  
guarantee is restricted to AED ..... (United A

.....  
This guarantee will expire on..... Any claim up  
received by us within 12 Months after the date

Signed this ..... day of .....

WITNESS:-

1. \_\_\_\_\_

2. \_\_\_\_\_

**WILL BE UPDATED  
THROUGH CORRIGENDUM**

on behalf of Bank

**FORM OF EXTENSION OF BANK GUARANTEE**

(On Non-judicial stamp paper of same value on which original BG was executed)-

Ref. No.:

Date:

To,  
NBCC (I) Limited,

-----  
-----  
Dear Sir

Subject: Extension of Bank Gu..... for  
..... (indicate Bank  
Guarantee)..... expiring on  
..... on acce..... (Name of  
Contractor/Supplier).  
..... (insert cont..... contract for  
Guarantee)..... called original Bank

At the request of ..... Bank branch office at .....  
..... and h..... do hereby extend our  
liability under ..... guarantee No ..... dated  
..... of ..... year/ months from  
.....

Except as provided ..... other terms and conditions of original Bank Guarantee  
No. ..... and ..... shall remain unaltered and  
binding.

Please treat this as an integral part of the original Guarantee to which it would  
be deemed to have been attached.

Signature.....  
Name.....  
Designation.....  
Authorised vide Power  
of Attorney No.....

Dated.....

## **AGREEMENT FORM**

This agreement made this day of ----- (Month) ----- (Year) -----, between the NBCC OVERSEAS REAL ESTATE L.L.C, a company registered under the License no 1493703 with Dubai Economy and Tourism, and having its registered office at A-15, Plot no 236-0, Makani No 2466086696, Iris Bay, Business Bay, Dubai-UAE (hereinafter referred to as the "NBCC" which expression shall include its administrators, successors, executors and assigns) of the one part and ----- (hereinafter referred to as the "Consultant" which expression shall unless the context requires otherwise include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS, NBCC, has desirous of construction of "-----" (hereinafter referred to as the "PROJECT") on behalf of the ----- (hereinafter referred to as "Client") as Project Management Consultant (PMC), had invited tenders as per Tender documents vide NIT No. ----- Date ----- and Corrigendum No. ----- & Amendment No. ----- dated ----- uploaded on website for Engaging Architects / Architectural Firms for Architectural planning, Designing and Detailing-----.

AND WHEREAS ----- had participated in the above referred tender vide their TECHNICAL & Financial Bid ----- dated ----- and subsequent clarifications vide letter ----- dated ----- in response to NBCC's letter No. ----- dated -----.

NBCC has accepted their aforesaid tender and awarded the contract for Consultancy Services for Architectural planning, Designing and Detailing of ----- vide Letter of Award No. ----- dated ----- which have been unequivocally accepted by ----- vide their acceptance dated -----.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

### **ARTICLE 1.0 – AWARD OF CONTRACT**

#### **1.1 SCOPE OF WORK**

NBCC has awarded the contract to ----- for the work of Architectural planning, Designing and Detailing of ----- as per contract document defined in Article 2.0 below. The award has taken effect from 10<sup>th</sup> day of issue of aforesaid Letter of Award (LOA). The terms and expressions used in this agreement shall have the same meanings as are assigned to them in the "Contract Documents" referred to in the succeeding Article.

### **ARTICLE 2.0 – CONTRACT DOCUMENTS**

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

a) NBCC's Notice Inviting Tender vide NIT No. ----- Dated ----- comprising tender document (Section --- to-----).

- b) Corrigendum No. -----& Amendment No. ----- dated -----.
- c) -----Vide Technical & Financial Bid -----dated -----.
- d) NBCC letter no. ----- Dated -----.
- e) -----Clarifications vide letter ----- dated -----

- 2.2 NBCC's Letter of Award----- dated -----
- 2.3 Minutes of the kick off meeting held on-----.
- 2.4 All the aforesaid contract documents referred to in Para 2.1 to 2.3 above shall form an integral part of this Agreement, in so far as the same or any part thereof column, to the tender documents and what has been specifically agreed to by NBCC. Any matter inconsistent therewith, contrary or repugnant thereto or deviations taken by the Consultant in its "TENDER" but not agreed to specifically by NBCC in its Letter of Award, shall be deemed to have been withdrawn by the Consultant without any cost implication to NBCC. For the sake of brevity, this Agreement along with its aforesaid contract documents and Letter of Award shall be referred to as the "Contract".

### **ARTICLE 3.0 – CONDITIONS & CONVENANTS**

- 3.1 The scope of Contract, Consideration, terms of payments, advance, security deposits, taxes wherever applicable, insurance, agreed time schedule, compensation for delay and all other terms and conditions contained in aforesaid contract documents. The contract shall be duly performed by the Consultant strictly and faithfully in accordance with the terms of this contract.
- 3.2 The scope of work shall also include all such items which are not specifically mentioned in the Contract Documents but which are reasonably implied for the satisfactory completion of the entire scope of work envisaged under this contract unless otherwise specifically excluded from the scope of work in the contract documents.
- 3.3 Consultant shall adhere to all requirements stipulated in the Contract documents.
- 3.4 Time is the essence of the Contract and it shall be strictly adhered to. The progress of work shall conform to agreed works schedule/contract documents.
- 3.5 This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.
- 3.6 The total Consultancy fee for the entire scope of this contract as detailed in Letter of Award (LOA) is -----% (----- percent

only) is exclusive of VAT on actual cost of the project on completion or cost approved as per DPR or Estimated cost whichever is Lower, which shall be governed by the stipulations of the contract documents.

#### **ARTICLE 4.0 – NO WAIVER OF RIGHTS**

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

#### **ARTICLE 5.0 – GOVERNING LAW AND JURISDICTION**

5.1 The Laws applicable to this contract shall be the laws in force in Dubai and jurisdiction of Dubai Court (s) only.

#### **5.2 Notice of Default**

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

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

For and on behalf of:

(Name of Architect firm/Consultant)

For and on behalf of:

M/s NBCC Overseas  
Real Estate LLC

WITNESS:

1.

2.

WITNESS:

1.

2.

## **AFFIDAVIT**

(To be submitted in ORIGINAL on the letter head of the company by the authorized officer having power of attorney/as per Board Resolution)  
(To be submitted in Envelope-1)

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

R/o .....

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

1. That I am the Proprietor/Authorized signatory of M/s ..... Having its Head Office/Regd. Office at .....
2. That the information/documents/Experience certificates/Bank Guarantee(s) submitted by M/s..... along with the tender for ..... (Name of work).....To NBCC Overseas Real Estate LLC are genuine and true and nothing has been concealed.
3. I shall have no objection in case NBCC verifies those from issuing authority (ies). I shall also have no objection in providing the original copy of the document(s), in case NBCC demand so for verification.
4. I have read the clause/ guidelines regarding restrictions on procurement from a bidder of a country which shares a land border with India / unfriendly with India; I certify that M/s.....is not from such a country. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.
5. 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, forfeit the EMD / All dues and also place under Holiday List as per NBCC policy.

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 and that no part of it is false.

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

**DEPONENT**

**ATTESTED BY (NOTARY PUBLIC)**

## 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/as per Board Resolution)

To  
NBCC Overseas Real Estate LLC, Dubai,

Sub: Name of the work & NIT No.:

Sir,

- 1 This has reference to above referred tender. I/We have read/viewed all the tender terms & conditions and are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.
- 2 I/we are eligible to submit the bid for the subject tender and I/We are in possession of all the documents required.

Yours faithfully,

(Signature of the tenderer)  
With rubber stamp

Dated \_\_\_\_\_

**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.	Details of Registration of Proprietor/Partners/Directors with various Institutions	
8.	Name of Directors/Partners in the organization and their status along with their qualifications.	
9.	Name(s) of the persons along with their qualification and designation, who is authorized to deal with NBCC (Attach copy of power of Attorney)	
10.	Organization Chart of Key Personnel	
11.	Details of Awards/Appreciations supported with document to be submitted.	
12.	Bank Details	

	<p>Name of the Bank:</p> <p>Account Number:</p> <p>IFS Code:</p> <p>Name &amp; Address of the Branch:</p>	
--	---	--

**Signature of Bidder with Seal**

**Annexure-IV**

**Organization setup of the company**

**(Details to be furnished in the following format)**

<b>S. No.</b>	<b>Name</b>	<b>Designation</b>	<b>Qualification</b>	<b>Professional Experience and details of work carried out</b>	<b>Years with firm</b>	<b>Remarks</b>

**Signature of Bidder with Seal**

**Tender for: -----**

**DETAILS OF EXPERIENCE CERTIFICATES FOR THE WORK EXECUTED  
DURING LAST 7 YEARS**

**(Details to be submitted in Hard Copy)**

S. N.	Name of work and its location	Name of Client	Date and No. of Completion Certificate	Date of Start dd/mm/yyyy	Date of Completion dd/mm/yyyy	Cost of the Work on completion AED (in Millions)	Reference and Page No. of Documentary Proof of the detail missing in completion certificate
1.							
2.							
3.							
4.							
5.							
6.							

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.

If any detail is not mentioned in the Work Completion Certificate, documentary proof of detail is to be submitted in hard copy along with the Completion Certificate.

**Signature of Bidder with Seal**

**PROFORMA FOR ON ROLL MANPOWER**

<b>Sr. No.</b>	<b>Name of Employee</b>	<b>Qualification</b>	<b>Designation</b>	<b>No. of Years with the Company</b>	<b>Total Experience in years</b>
A.	Director/Partner/Chief Architect/Proprietor of company				
1					
2					
B.	Notified Team Leader				
1					
C.	Notified Project Manager				
1					
D.	Technical Staff				
1					
2					
3					
4					
5					
6					

- Attach Copies of CVs as per the format specified at Annexure -VI (B) duly attested by the individual employee as well as by the authorised signatory of the company along with the seal of the firm.
- In case of non-submission of the CV, Zero mark will be given in the respective category.

**Signature of Bidder with Seal**

**Format of Curriculum Vitae (CV) For On-Roll Manpower**

- Proposed Position:
- Name:
- Date of Birth:
- Nationality:
- Designation:
- Total years of Experience:
- Period of employment with the Firm:
- Society of Engineer, Dubai / Dubai Municipality registration details (Reg. no. & validity}): (if applicable}
- Membership details of other Professional Societies (if any): \_\_\_\_\_
- Language:  
(Include proficiency in speaking, reading and writing each language by a degree of Excellent/ Good/ Fair/ Poor}

Colour  
Photo of  
the  
Personnel

]

Language	Speaking	Reading	Writing

- Educational Qualifications:  
(Summarize College/ University and other specialized education giving names of college/ institution, year of passing and degrees obtained)}

Year of Passing	Degree/ Diploma/ any other specialization	Division (First/ second/ third class)	College/ University

- Employment Record & Experience:  
**(Starting with present position. list in reversed order. every employment held since graduation. giving dates. names of employing organization. title of position held. responsibilities held during the experience period and the project brief including location. cost. duration of assignment .etc.)**

<u>S.N.</u>	<u>Period of employment</u>	<u>Name of Employing Organisation and contact information for reference (Name, Tel., email)</u>	<u>Name of Project and client details</u>	<u>Roles and Responsibilities held</u>		
				<u>Role (Pick any one out of below options)</u> (Architect/ Structural Engineer/ Electrical Engineer/ PHE Consultant/ HVAC consultant/ Fire system expert/ Green Building Design Consultant/ Interior Design Consultant/ Landscape or Horticulture Consultant)	<u>Duration of assignment</u>	<u>Description of responsibilities as per given role</u>
1.			<u>Project 1</u>	<u>Role 1:</u>		
				<u>Role 2:</u>		
			<u>Project 2</u>			

Declaration:

I. the undersigned. hereby certify that. to the best of my knowledge and belief. the information provided above. correctly describe my qualification. my experience and my personal details.

Date:.....

Place:.....

Signature of employee/ personnel

Declaration:

I undertake that all the information provided above is true and correct. and I am fully aware that any misstatement or providing false or incorrect information may result in forfeiture of EMO. disqualification of the firm from the tender process and/ or placement under Holiday list as per NBCC Policy.

**Tender for: -----****DETAILS OF EXPERIENCE CERTIFICATES FOR THE WORKS EXECUTED  
DURING LAST 7 YEARS****(Details to be submitted in Hard Copy)**

S. No.	Name of Work for which Experience Certificate has been submitted	Name of Client	Date and No. of Completion Certificate	Type of Work i.e. Residential or Non Residential	No. of Basements (Nos.)	No. of Storey excluding Basement (Nos.)	Height Of Building (mtrs.)	Ref. & Page No. of Documentary Proof of the detail missing in completion certificate
1								
2								
3								
4								

1. Certified that the completion certificates of above works are enclosed with the Tender Documents
2. Details mentioned in above form are as per Completion Certificates and have not been presumed.

**Signature of Bidder with Seal**

**Annexure-VIII****Name of Bidder-----****TURN OVER FOR LAST THREE YEARS**  
**(Details to be submitted in Hard Copy)**

I. Financial Analysis: This certificate is to be submitted in original along with the Bid Documents.

S.No.	Particulars	1 <sup>st</sup> FY AED (In Millions)	2 <sup>nd</sup> FY AED. (In Millions)	3 <sup>rd</sup> FY (Last day of preceding Financial Year) AED (In Millions)	Average Annual Turnover AED. (In Millions)
		<b>a</b>	<b>b</b>	<b>c</b>	<b>(a+b+c)/3</b>
(i)	Annual Turnover for the Financial Year (FY)*				
(ii)	Enhanced Annual Turnover figures at simple interest of 7% per annum				

**\* As per audited balance sheet**

II. Summarized page of Audited Profit & Loss Account and Audited Balance Sheet of previous three Financial Years duly certified by the Auditor have been enclosed.

III. It is hereby confirmed that the Balance Sheet for the preceding Financial year i.e. FY.....has actually not been audited / or under consideration so far.

**Signature of Auditor  
with Seal****Membership No.****Signature of the Bidder  
with Seal**

**Annexure IX****Details of Associate Consultants**

<b>S. No.</b>	<b>Description</b>	<b>Details</b>
1	Structural Consultant	
2	Facade Designer	
3	Interior Designer	
4	Electrical Consultant	
5	Plumbing & Fire Consultant	
6	Acoustic Consultant	
7	Traffic & Parking Consultant	
8	Environment Consultant	
9	Green Building Consultant	
10	Lighting Consultant	
11	HVAC Consultant	
12	Landscape Consultant	
13	Audio Visual Consultant	
14	I.T. System Consultant	
15	Consultant for any other special Work	

**Declaration:**

I have read the clause/ guidelines regarding restrictions on procurement from a bidder of a country which shares a land border with India / unfriendly with India and on sub-contracting to contractors/Consultants from such countries.

I certify that the above listed are not from such a country and they will not sub-contract their work to any consultant in violation of the said guidelines.

**Signature of Applicant with seal**

**VAT & CT Registration Details**

<b>Sr. No.</b>	<b>Consultant / Vender Details</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	TIN
8	Type of Business (As per registration with VAT)
10	Contact Person
11	Phone Number and Mobile Number
12	E-mail ID
13	Compliance Rating (If updated by Federal Tax Authority)

**Signature of Applicant with seal**

**Perfoma for Details of Client Organization in respect of Work Experience Certificates**

*(Details to be provided by the Bidder in respect of the work Experience Certificates submitted along with the Tender)*

<b>Details of client organization</b>							
<b>Sl. No.</b>	<b>Name of the Work</b>	<b>Name and Designation of the Experience certificate issuing authority with phone/contact number and working e-mail ID</b>	<b>Name, phone/contact number and working e-mail ID of the highest authority heading the project</b>	<b>Name of Head of the organization</b>	<b>Complete Postal address</b>	<b>E-mail ID</b>	<b>Phone no.</b>
1.							
2.							
3.							

**Seal and Signature of Bidder**



**GENERAL CONDITIONS  
OF CONTRACT**

For Architectural & Engineering  
Consultancy Services



**NBCC OVERSEAS REAL ESTATE LLC, DUBAI**

(WOS of NBCC(India) Limited, A Government of India Enterprise)