

NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)

REGIONAL OFFICE: PATNA-800014(BIHAR)

(CIN NO: U 74899 DL 1963 GOI 003913)



TERMS & CONDITIONS OF E-TENDER/ CONTRACT

FOR

Construction of 700 Feet Kharanja Road in Chakiya, Motihari, East Champaran in Bihar.

TENDER SHOULD BE SUBMITTED IN TWO BIDS SYSTEM ONLINE

TENDER DOCUMENT AVAILABLE FOR ONLINE SUBMISSION : 02.05.2018 UP TO 13.00 hours.

ON NSC e-Portal: <http://indiaseeds.eproc.in>

Particular	Details
Date of Issue NIT	09-04-2018
Date and time for submission online Bid	02-05-2018 till 13:00 Hrs
Technical Bid Opening Date	02-05-2018, At 14:00 Hrs
Tender Fee (to be submitted online)	Rs.1000/- (Non Refundable)
EMD (to be submitted online)	Rs. 20000/- (Twenty Thousand Only)
Contact Person	Sh. Manas Barik ,Diploma Trainee, Mob: 8617294966

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FILE No. CSR/NSC/PTN/2017-18

Dt. 09-04-2018

NOTICE INVITING E-TENDER

National Seeds Corporation Ltd. (NSC) , **Regional Office** , Patna – **800014(Bihar)** invites online e-tenders under two bid system from reputed Contractors Registered in appropriate class with CPWD/PWD/Municipal Authorities/Semi Govt. Organization and having experience for successfully execution of at least three similar works of 40% value or two similar works of 50% or one similar work of 80% value of the estimated cost of tender executed during the last five years & having EPF & ESI Registration for Laborers for:-

1. Name of Work	Construction of 700 feet Kharanja Road.
2. Location	Vill-Kachahari,PS-chakiya,Distt.-East champaran,state-Bihar
3. Estimated cost	Rs. 4,34,500.00
4. Completion Period	One month
5. Earnest Money	Rs. 20,000/- (Rupees Twenty thousand only)
6. Tender documents cost	Rs. 1000/- (Rupees one thousand only), non refundable .
7. Date & Time for online submission of e-tender	02-05-2018 Up to 13.00 hours.
8. Date & Time for opening of e-tender	02-05-2018 At 14.00 hours.

1. Tender document will be available on NSC e-Portal: <https://indiaseeds.com> & eproc.gov.in Up to 02.05.2018 till 13.00 hours for uploading.
2. The eligibility criteria for participation are given in the tender document.
3. Parties participating for Tender EMD amount should be submitted online along with cost of tender document.
4. **(Technical bid)** will be opened on 02.05.2018 at 14.00 hours.
5. **(Price bid)** will be opened on suitable date & time which will be communicated to all responsive bidders through E-mail.
6. Tenderers should be submitted both Technical bid and Price bid strictly as per instructions to tenderers given in Part-A of the tender documents.
7. Tender not accompanied with requisite amount of EMD & Tender cost and not submitted as per instructions contained in the tender document are liable for rejection.
8. Micro Small Enterprises registered with MSEs/NSIC for the quoted item under single point registration scheme are exempted from payment of cost of tender document and EMD as well as entitle to avail the benefit of Public Procurement Policy for Micro and Small Enterprises (MSEs) 2012, according to the policy approved in the NSC subject to furnish documentary proof in support of their claim along with their request.
9. The successful bidders have to sign "**Integrity Pact**" with NSC.
10. The Corporation reserves the right to accept or reject any/all tenders without assigning any reason whatsoever and decision of the Corporation shall be final and binding on tenderer.

**Regional
Manager**

PART- A

SECTION - I

INSTRUCTIONS TO TENDERER – ONLINE MODE

DEFINITIONS:

- **C1 India Private Limited:** Service provider to provide the e-Tendering Software.
- **NSCL e-Procurement Portal:** An e-tendering portal of National Seeds Corporation Limited ("NSCL") introduced for the process of e-tendering which can be accessed on <https://indiaseeds.eproc.in>.

I. ACCESSING / PURCHASING OF BID DOCUMENTS :

- It is mandatory for all the bidders to have Class-III Digital Signature Certificate (**With Both DSC Components, i.e. Signing & Encryption**) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link www.cca.gov.in) to participate in e-tendering of NSCL.
- C1 India Pvt. Ltd. Facilitates procurement of Class-III DSC's. DSC Procurement request may be sent to jatin.kalra@c1india.com for more details during NSCL working days.
- To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>) to have a user ID & Password which has to be obtained by submitting a non-refundable annual registration charges of Rs. 3416/- inclusive of all taxes in favour of M/s C1 India Private Limited through Online mode. Validity of Registration is 1 year.
- In case of online mode (i.e. Net banking, Debit card, Credit Card), Vendors have to send an e-mail intimation to Helpdesk for their profile activation. The account will be activated within 24 working hours.
- All profile activations will be done only during NSCL working days. No profile activation will take place during NSCL Holidays & gazetted holidays.
- The amendments / clarifications to the tender, if any, will be posted on the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).
- To participate in bidding, bidders have to pay EMD (refundable) as per the amount mentioned in the tender document through Online mode (internet banking/debit card/credit card).
- To participate in bidding, bidders have to pay Tender Processing Fee of Rs. 570/- inclusive of all taxes (Non-refundable) through online mode (internet banking/debit card/credit card).
- Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>). The bidders who are MSE and registered with NSIC are exempted from paying EMD and tender document cost, for which they have to submit the documentary proof.
- For helpdesk, please contact e-Tendering Cell and Help Desk Support.

II. PREPARATION & SUBMISSION OF APPLICATIONS:

- Detailed NIT may be downloaded from NSCL e-tendering portal and the Application may be submitted compulsorily online mode following the instructions appearing on the screen / NIT.
- Vender can pay tender document Fee as per tender document online through Internet Banking / Debit Card / Credit Card.
- A Vendor manual containing the detailed guidelines for e-tendering system is also available on the portal.

III. MODIFICATION / SUBSTITUTION / WITHDRAWAL OF BIDS :

- The Bidder may modify, substitute or withdraw its e-bid after submission prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the NSCL, shall be disregarded.
- For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

IV. OPENING AND EVALUATION OF APPLICATIONS :

- Opening of Applications will be done through online process. However, Corporation reserves the right for evaluation and decision based on tender submitted online.
- NSCL shall open documents of the Application received in electronic form of the tender on the Application due date i.e. in the presence of the Applicants who choose to attend. NSCL will subsequently examine and evaluate the Applications in accordance with the provisions set out in the Tender Document.
- The price bid will be opened of the responsive applicants. The date of opening of price bid will be notified later on.

V. DISCLAIMER :

- The vender must read all the instruction in the RFP and submit the same accordingly.

SECTION - II

Instruction to Tenderers

GENERAL RULES AND GUIDANCE FOR INVITING E-TENDER

1. The e-tenders are being invited by Area Manager/ Regional Manager, National Seeds Corporation, NSC, Patna / Bihar.
2. The contractor should read the specifications carefully before submitting e-tender.
3. The earnest money as per Notice should accompany the e-tender in the shape of online payment only. Contractors/firm who are registered with MSME is exempted for submitting the tender fees as well as EMD.
4. (a) The tenderer will be required to attach Income Tax Return for the last 2 year and Registration No. of SST/CST/VAT, ESI and PF while applying for e-tender through online.
5. PROCEDURE FOR SUBMISSION OF TENDER: -The tenderers shall submit the bid online only before the due date and time of submission.
6. GST or any other tax applicable on material in respect of this contract shall be payable by the contractor and no claim whatsoever in this respect will be entertained.
7. The rates quoted by the contractor are in _____% above or _____% below against the estimated cost referred in Schedule of the tender will be taken as correct and not the amounts worked out by them.
8. The contractor should quote the rates in figures as well as in words and amount tendered by him. The amount for each item should be worked out and the requisite the total given. Rates should be written in words closely followed by figures and it should not be written in the next line.
9. Time allowed for carrying out the work will be _____.
10. E-Tenders shall be received up to 13.00 Hours on 02.05.2018 and will be opened at 14.00 hours on same day at above mentioned address in presence of tenderer who wish to attend.
11. Tenders who do not fulfill all or any of the above conditions or incomplete tenders in any respect are liable to be summarily rejected.
12. The e-tenders submitted with any additional conditions are liable to summarily rejection.
13. Mobilization advance shall not be applicable.
14. Certificate of financial soundness issued by the bankers with the complete address be submitted along with the tender.

15. In the case of any tender where unit rate of any item /items appear unrealistic and imbalance and in case the tenderer is unable to provide satisfactory explanation, such a tender will be liable for rejection.
16. The contractor should visit the site and shall satisfy himself to the conditions, the accessibility of site, the full extent and character of operation, the nature of the ground and supply conditions affecting lay out execution of the contract generally. No claim on the ground for want of knowledge in such respect will be entertained.
17. Change in the terms and condition or the specifications, or schedule of completion shall not be accepted such conditional tenders shall be liable for rejection.
18. The rates shall be inclusive up to all heights, materials, labours, tools & plants and taxes etc. as per site condition.
19. The memorandum of work tendered for and the schedule of materials to be supplied by the NSC and their issue rates, shall be filled in and completed in the office of the Area Manager / Regional Manager, Patna/ Bihar before the tender form is issued. If form is issued to an intending tender without having been so filled in and complete, he shall request the officer to have this done before he completes and delivers his tender. (In this case no materials is supplied by NSC, hence no need for correction)
20. Mixing of cement concrete and cement mortar shall be done by means of mechanical mixer. The cement concrete laid shall be mechanically vibrated by means of mechanically operated vibrators. The rates quoted shall be inclusive of these operations and no extra payments shall be made.
21. The contractor should verify all elevations shown in the drawings and in case of doubt, obtain required particulars which may in any way influence his tender from the Engineer as no allowance whatsoever will be made beyond the contract for any alleged ignorance thereof.
22. The site shown in the layout plan shall be cleared of all obstructions, loose stone, materials, rubbish of all kind. All holes of hollows whether originally existing or produced during clearance shall be carefully filled up with earth, well rammed, leveled off, as directed.
23. The successful tenderer shall deposit performance Bank guarantee/DD @ 5 % of accepted value of work within 15 days of letter issued in this regard.
24. The performance guarantee shall be refunded to the contractor soon after the completion of work and

recording of the completion certificate.

25. The security deposit shall be dubitable @ 5 % from the bills and will remains as such for a period of defect liability from the date of completion of work.
26. Defects arising during the defect liability guarantee period if any shall be rectified by the party free of cost with in fortnight as and when brought to the notice in writing or telephonically.
27. The contractor's responsibility for this contract shall commence from the date of issue of order of acceptance of tender.
28. 'No' negotiation is envisages even with a lowest party except under exceptional situations
29. The Corporation shall have the right of rejecting all or any of the tender without assigning any reason whatsoever and will not be bound to accept the lowest tender or any of the tender.
30. During E tender process if any information /document require NSC may demand from bidders to submit the desire document.

SECTION –III

GENERAL TERMS & CONDITIONS OF THE CONTRACT

DEFINITIONS:-

- 1 The contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the National Seeds Corporation Ltd, and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer and all these documents taken together, shall be deemed to form the contract and shall be complementary to one another.
‘Employer’ means National Seeds Corporation Limited acting through its Chairman cum Managing Director including his authorized representative(s) who will employ the contractor and legal successor(s) in title and permitted assigns.
- 2 In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assignees to them:-
 - a) The expression ‘works’ or ‘work’ shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
 - b) The ‘Site’ shall mean the land and/or other places on, into or through which work to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may allotted or used for the purpose of carrying out the contract.
 - c) The ‘Contractor shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include the legal personal representative or such individual or the person composing such firm or company, or the successors of such firm or company and the permitted assignees or such individual, firm or company.
 - d) The Corporation or NSC means the National Seeds Corporation Ltd.
 - e) The ‘Engineer’ means the Engineer and includes the project Manager/ In charge who shall supervise and be in charge of the work or any other designation authorized by the Employer for the purpose of operating the contract.
 - f) Where the context requires, words imparting the singular only also include the plural number and vice-versa.
 - g) **‘Specification’** means the specification referred to in the tender and any modification there of or

addition there to as may from time to time be furnished approved in writing by Engineer.

- h) 'District specification' means the specifications followed by the State Govt. in the area where the work is to be executed.
- i) 'Approved' means approved in writings and 'approval' means approval in writing.
- j) Tendered value means the value of the entire work as stipulated in the letter of award.
- k) Market rate shall be the rate as decided by the Engineer on the basis of the cost of the materials and labor at the site where the work is to be executed plus the percentage mentioned in the schedule "F" to cover all overheads and profits.
- l) Schedule (S) referred to in these conditions shall mean the relevant scheduled(s) annexed to the tender papers or the standard schedule of Rates of the government mentioned in Schedule "F" hereunder, with the amendments thereto issued upto the date of receipt of the tender.

WORK TO BE CARRIED OUT:

- 3. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labor, material, tool, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule-A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labors necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

SUFFICIENCY OF TENDER:

- 4. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of quantities, which rates and prices shall, except as otherwise provided, over all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

DISCREPANCIES AND ADJUSTMENT OF ERRORS:

- 5. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figure dimensions in preference to scale and the special conditions in preference to general conditions.
- (i) In case of discrepancy between the schedule of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed:-

- a) Description of Schedule of Quantities.
- b) Particular Specification and Special Condition as per manufacturer.
- c) Drawings
- d) C.P.W.D. specifications
- e) Indian standard specification of B.I.S.
- f) If there are varying or conflicting provisions made in any one document forming part of the contract, the Acceptance Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

SIGNING OF CONTRACT

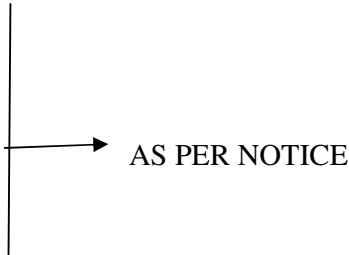
- 6. The successful contractor, on acceptance of office tender by the accepting Authority shall, within 15 days from the stipulated date of start of the work sign the contract consisting of:
 - (I) The notice inviting tender, all the documents including drawings, if any forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading there to.
 - (II) Various standard clause with corrections up to the date stipulated in schedule “F” along with annexure there to.
 - (a) Model rules for the protection for the health, sanitary arrangements for workers employed by NSC or its contractors (refer page no. 51)

ITEM RATE TENDER

I/We hereby tender for the execution of the work for National Seeds Corporation, (A Govt. of India Undertaking) New Delhi specified in the underwritten memorandum within the time specified in such memorandum at the rates specified therein, and in accordance in all respect with the specifications, designs, drawings and instructions in written referred to rule of General Rule and Guidance and with such materials as

are provided for by and in all respect in accordance with such conditions so far as applicable.

Memorandum

- a) General description
 - b) Estimated cost
 - c) Earnest money
 - d) Performance Guarantee
 - e) Security deposit
- 
- AS PER NOTICE

I/We have read and examined the Notice schedules, specifications applicable, general rules and directions, conditions, schedule of rates and other documents and rules referred to in the tender document for the work.

We also undertake to furnish performance Bank guarantee/Demand Draft @ 5 % of accepted value of work within 15 days of letter issued in this regard. The performance guarantee shall be kept valid and will be refundable to us soon after the completion of work and recording of the completion certificate.

A sum of Rs ----(As per NIT) is hereby forwarded in the shape of cash/DD as earnest money.

The security deposit will be collected through deductions from the bills @ 5 % of work done till the sum along with earnest money deposited amount to 5 % of value of contract and that will be treated as security deposit.

The tender be accepted in whole or in part, I/We hereby agree (1) to abide by and fulfill all the terms & provisions of the said conditions annexed here to and all the terms and provision contained in the notice inviting tender so far as applicable, and or in default thereof to forfeit and pay to the Corporation or their successors, the sum of money mentioned in the said conditions.

I/We agree that the said Corporation or their successor in office shall without prejudice to any other

right or remedy, be at liberty to forfeit the said Performance Guarantee, otherwise said Performance Guarantee shall be retained for performance of contract onward for a period up to two months from the date of completion of work. Earnest money shall be retained by them towards security deposit mentioned against clause (e).

(ii) to execute all the works referred to in the tender documents upon the terms & conditions contained or referred to therein, and to carry out such deviations as may be ordered, up to a maximum of 100 % at the rates quoted in the tender documents and those in excess of that limit at the rates to be determined in accordance with the provisions mutually agreed.

Dated.....

Signature of Contractor

Postal Address

.....
.....
.....

Witness:-

Address.....

Occupation.....

Witness:-.....

Address:-.....

CLAUSES OF CONTRACT

CLAUSE- 1 PERFORMANCE GUARANTEE

- i. The contractor shall submit an irrevocable Performance Guarantee of 5 % (five percent) of the accepted amount in addition to other deposit mentioned elsewhere in the contract, for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) with in period specified in schedule “F” from the date of issue of letter of acceptance. This period can be further extended by the Engineer up to maximum period as specified in schedule “F” on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/- or deposited by Demand Draft/ pay order of any schedule bank (in case guarantee amount is less than 1,00,000/-only).
 - a. This guarantee bond shall be in the form of Demand Draft or by means of Bank Guarantee as per proforma attached of the tender document. The Bank Guarantee shall be issued by and Schedule Bank in favour of National Seeds Corporation. The Bank Guarantee should be accompanied by a forwarding letter of the banker on their letter head
- ii. The performance guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of performance guarantee extended to cover such enlarged time for completion of work. After recording of the completion of certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- iii. The Engineer shall not make a claim under the performance guarantee except for amounts to which the Corporation is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - a. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the performance guarantee.
 - b. Failure by the contractor to pay NSC any amount due, either as agreed by the contractor or determined under any of the Clauses/conditions of the agreement, within 30 days of the service of the notice to this effect by Engineer.
- iv. In the event of the contract being determined or rescinded under provision of any of the clause/condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Chairman-cum-Managing Director.

CLAUSE 1-A RECOVERY OF SECURITY DEPOSIT

The person/persons whose tender(s) may be accepted (hereinafter called 'the Contractor') shall permit National Seeds Corporation (hereinafter called the employer) at the time of making any payment to him for work done under the contract to deduct at the rate of 5 % of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5 % of the tendered value of the work subject to maximum of Rs. 5,00,000/- (Rupees five lakhs only).

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or may become due to the contractor or any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or any part thereof the security deposit shall be collected from running bills of the contractor at the rates mentioned above and the Earnest money if deposited in cash at the time of tenders will be treated as part of the Security deposit.

Note – 1

Govt. papers tendered as security will be taken @ 5% (five percent) below its market price or at its face value, whichever is less. The market price of Govt. papers would be ascertained by the Engineer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Govt. paper, will be with held, if necessary.

Note No.2

Govt. securities will include all form of securities mentioned in Rule No.274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

CLAUSE 2 LIQUIDATED DAMAGES FOR DELAY

If the contractor fails to comply with the time for completion in accordance with clause 5 or required progress for the whole of the work or if applicable any section within the relevant time prescribed and clear the site, the contractor shall pay to the employer an amount equal to 10% or such smaller amount, the employer may decide on the amount of estimated cost of the whole work as shown in the tender as compensation as liquidated damage for such default and not as a penalty (which sum shall be the only money due from the contractor for such default) for every day or part of the day which shall elapse between the relevant time for completion and the date stated in completion certificate of the whole of the works or the relevant section, subject to the applicable limit of 10% of the contract price. The employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any money due or to become due to the contractor. The payment of deduction of such damages shall not relieve the contractor from his obligation to complete the works, or from any other of his obligations and liabilities under the contract.

Reduction of liquidated damages shall be considered by the employer if, before the time of completion of the whole of the works, if applicable, any section, a taking over certificate has been issued for any part of the works or of a section, the liquidated damages for delay in completion of the remainder of the works or of that section shall, for any period of delay after the date stated in such taking over certificate, and in the

absence of alternative provisions in the contract be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

CLAUSE 3.1 SUSPENSION OF WORK

The contractor shall, on the instructions of the engineer suspend the progress of the works or any part thereof for such time and in such manner as the Engineer may consider necessary and shall during such suspension, properly protect and secure the works or such part thereof so far as is necessary in the opinion of the Engineer unless such suspension is;

- a) Otherwise provided for in the contract, or
- b) Necessary by reason of some default or of breach of contract by the contractor of which he is responsible, or
- c) Necessary by reason of climatic conditions on the site, or
- d) Necessary for the proper execution of the works or for the safety of the works or any part thereof (save to the extent that such necessity arises from any act or default by the Engineer or the Employer or from any of the risks defined in the sub clause 3.1) Sub clause-3.2 shall apply.

3.2 DETERMINATION FOLLOWING SUSPENSION

Where pursuant to sub clause 3.1 the sub clause applies, the Engineer shall, after consultation with the Employer determine;

- a) Any extension of time to which the contractor is entitled under clause 5, and
- b) The amount which shall be added to the contract price, in respect of the cost incurred by the contractor by reason of such suspension and shall notify the contractor with a copy to the Employer.

CLAUSE 4 CONTRACTOR LIABLE TO PAY DAMAGES EVEN IF ACTION NOT TAKEN UNDER CLAUSE - 3

In any case in which any of the powers conferred upon the Engineer by the clause 3 thereof shall have become exercisable and the same shall not be exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for damages shall remain unaffected. In the event of the Engineer putting in force all or any of the powers vested in him under the preceding clause, he may if he so desired after giving a notice in writing to the contractor take possession of (or at the sole discretion of the Engineer which shall be final and binding on the contractor) use on as hire (the amount of the hire money being also in the final determination of the Engineer) all or any tools, plant material and stores in or upon the works, or the site thereof, belonging to the contractor or procured by the contractor and intended to be used for execution of the work or any part thereof, paying or allowing for the same in account at the contract rates or in the case of these not being applicable, at current market rate to be certified by the Engineer whose certificate thereof shall be final and binding on the contractor otherwise the Engineer by notice in writing may order the contractor, foreman or other authorized agent to remove such tools, plant materials or stores from the premises (within the time specified in the notice) and in event the contractor failing to comply with any such requisition, the Engineer may remove them at the contractor's expense or sell

them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer as to the expense of any such removal and amount of the proceed and expense of any such sale shall be final and conclusive against the contractor.

CLAUSE: 5 EXTENSION OF TIME FOR COMPLETION

1. In the event of :
 - a) The amount or nature of extra or additional work or
 - b) Exceptionally adverse climatic conditions, or
 - c) Any delay, impediment or prevention by the Employer, or
 - d) other special circumstances which may occur, other than through a default or breach of contract by the Contractor or for which he is responsible being such as fairly to entitle the Contractor to an extension of the Time for Completion of the works, or any section or part thereof, the Engineer shall determine the amount of such extension and shall notify the Contractor accordingly, with a copy to the Employer.

2. Contractor to provide notification and detailed particulars.
Provided that the Engineer is not bound to make any determination unless the Contractor has a) within 28 days after such even has first arisen notified the Engineer with a copy to the Employer, and
b) within 28 days, or such other reasonable time as may be agreed by the Engineer, after such notification submitted to the Engineer detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time.

CLAUSE: 6 MEASUREMENTS OF WORK DONE

The quantities set out in the Bill of Quantities are the estimated quantities for the works, and they are not to be taken as the actual and correct quantities of the works to be executed by the Contractor in fulfillment of his obligation under the Contract.

The Engineer shall, except as otherwise stated ascertain and determine, by measurement the value of the works in accordance with Clause 7. The Engineer shall, when he requires any part of the works to be measured, give reasonable notice to the Contractor's authorized agent, who shall:

- a) forthwith attend or send a qualified representative to assist the Engineer in making such measurement and
- b) supply all particulars required by the Engineer.

Should the Contractor not attend, or neglect or omit to send such representative, then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of such part of the works. For the purpose of measuring such permanent works as are to be measured by records and drawings, the Engineer shall prepare records and drawings as the work proceeds and the Contractor, as and when called upon to do so in writing, shall, within 14 days, attend to examine and agree such records and drawing with the Engineer and shall sign the same when so agreed. If the contractor does not attend to examine and agree such records and drawing, they shall be taken to be correct. If, after examination of such records and drawing, the contractor does not agree the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the Contractor within 14 days of such examination, lodges with the Engineer notice of the respect in which such records and drawing are claimed by him to be incorrect. On receipt of such notice, the

Engineer shall review the records and drawings and either confirm or vary them.

The works shall be measured net, notwithstanding any general or local custom, except where otherwise provided for the Contract.

CLAUSE: 7 PAYMENT ON INTERMEDIATE CERTIFICATE TO BE
REGARDED AS ADVANCE

No payment shall be made for a work estimated to cost rupees fifty thousand or less till after the whole of the work shall have been completed and certificate of completion given. But in the case of a work estimated to cost more than Rs. fifty thousand and the contractor shall, on submitting the bill be entitled to receive a monthly payment as interim or running account bill then executed to the satisfaction of the Engineer, on the basis of recorded measurements in triplicate on or before every month on date fixed by the Engineer. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payment for work actually done and completed, and shall not preclude the requiring of bad, unsound imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim nor shall its conclude, determine or effect in any way the powers of the Engineer, Under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or effect the contract.

Whenever there is likely to be delay in recording detailed measurements for making running payment in the case of residential buildings, advance payments without detailed measurements for work done (other than foundation and finishing items) up to (a) lintel level (including sun shades etc.) and (b) slab level, for each floor worked out at 75% of the tendered rates may be made in running account bills by the Engineer at his discretion on the basis that the work has been completed up to the level in question.

The advance payments so allowed shall be adjusted in the subsequent running bill by taking detailed measurements thereof. Final payment shall be made only on the running basis of detailed measurements.

CLAUSE: 8.1 COMPLETION CERTIFICATE AND COMPLETION PLAN

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer and within thirty days of the receipt of such notice the Engineer shall inspect the work and if there is no defect in the work shall furnish the contractor with a certificate of physical completion otherwise a provisional certificate of completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued but no certificate of completion, provisional or otherwise shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangement required for his/their work people on the site in connection with the execution of the work as shall have been erected or constructed by the contractor(s) and cleaned of the dirt from all wood work, doors, windows, walls, floors or other part of any building, in upon or about which the work is to be executed or of he may have had possession for the purpose of the execution thereof and not until the work shall have been measured by the Engineer/. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials, rubbish, all huts and sanitary arrangements as aforesaid

and cleaning off dirt on or before the date fixed for the completion of work the Engineer may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc. and dispose off the same as he thinks fit and clean of such dirt as aforesaid, and the contractor shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

8.2 CONTRACTOR TO KEEP SITE CLEAN

The splashes and droppings from white washing, colour washing, painting etc. on walls, floors, doors, windows, etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, Engineer shall have the right to get this work done at the cost of the contractor either departmentally or through another agency. Before taking such action, the Engineer shall give two days notice in writing to the contractor.

8.3 COMPLETION PLANS TO BE SUBMITTED BY CONTRACTOR

The contractor on completion of the work shall submit to the employer's three bound sets of all "As constructed" drawing for every component of the work at his own cost and plan as required vide General specifications for Electrical Works (Part-I Internal) 1972 & (Part-II External) 1974 as applicable within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs.15,000/- (Rupees fifteen thousand only) as may be fixed by the Engineer shall be final and binding on the contractor.

PAYMENT OF BILLS

CLAUSE: 9

9.1 RUNNING BILLS

A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer for all works executed in the previous months and the Engineer shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim as far as admissible, adjusted as far as possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid the Engineer may depute within seven days of the date fixed as aforesaid, a subordinate to measure up the said work in the presence of the contractor whose countersignature to the measurement list will be sufficient warrant and the Engineer may prepare a bill from such list. Engineer's consent for release of running bill shall be linked with the satisfactory progress of the work.

9.2 FINAL BILL

The final bill shall be submitted by the contractor in the same manner as specified in running bills within one month from the date of the final certificate of completion furnished by the Engineer. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments off those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer, will, as far as possible be made within the period specified herein under, the period being reckoned from the date of receipt of the bill by the

Engineer or his authorized Officer, complete with account of materials, issued by the Corporation and dismantled materials.

- i) If the Tendered value of work is up to Rs. 5 lakhs : 3 months
- ii) If the Tendered value of work exceeds Rs. 5 lakhs : 6 months

CLAUSE: 10.1 MATERIAL SUPPLIED BY EMPLOYER

Material which Employer will supply are shown in schedule 'B'. The same will be supplied by the employer for the purpose of the contract only and for that contractor shall give his requirement on the basis of drawings or schedule of quantities of the work in writing at least 7 days in advance, which shall be issued to him keeping in view progress of work. For storage of such issued material, the contractor will make his own arrangement of storage space at site under double lock locking arrangement operable jointly by the engineer and the contractor. Contractor shall be responsible to take delivery of the material from local supply place of employer as per direction of Engineer and no extra payment will be admissible for this. The value of the full quantity of material so supplied at the rates specified in the said schedule of materials shall be set off or deducted from any sum due or thereafter to become due to the contractor under the contract or otherwise against or from the security deposit. At the time of submission of bills the contractor shall supply statement of material issued, material consumed and the material balance at site in original good condition.

Notwithstanding anything to the contrary contained in any other clause of contract, all stores/materials so supplied to the contractor shall remain the absolute property of Employer and the contractor shall be trustee of the stores/material so supplied/procured and the said stores/materials shall not be removed/disposed off from the site of the work on any Account and shall be at all times open to inspection by Engineer. Any such stores/materials remaining unused shall be returned to the Engineer at a place, directed by him. But in case it is decided no to take back the stores/materials the contractor shall have no claim for compensation on any account of such stores/materials so supplied to him as aforesaid and not used by him or for any wastage in or damage to him on such stores/materials.

On being required to return the stores/materials, the contractor shall hand over the stores/materials, on being paid or credited such price as the Engineer shall determine, having due regard to the condition of the stores/materials. The price allowed for credit to the contractor, however, shall be at the prevailing market rate not exceeding the amount charged to him excluding the storage charge, if any. The decision of the Engineer shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to account of contravention of the terms of the licenses or permit and/or fro criminal breach of trust, be liable to Government for all advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach. Provided that the contractor shall in no case be entitled to any compensation or damages on account of any delay in supply of non supply thereof at all or any such materials and stores provided further that the contractor shall be in no case entitled to supply thereof at all or any such materials and stores provided further that the contractor shall be bound to execute the entire work.

10.2 MATERIALS TO BE PROVIDED BY THE CONTRACTOR

The contractor shall at his own expense provide all materials, required for the works other than those which are stipulated to be supplied by the employer.

The contractor shall, at his own expense and without delay; supply to the engineer samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the contractor shall be in conformity with the specifications laid down or referred in the contract. The contractor shall, if requested by the Engineer furnish proof, to the satisfaction of the Engineer that the materials so comply.

The Engineer shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default the Engineer shall be at liberty to employ other persons to remove the same without being answerable or accountable or any loss or damage that may happen or arise to such materials. The Engineer shall also have full powers to require other proper materials to be substituted thereof and in case of default the Engineer may cause the same to be supplied and all costs which may be involved due to such removal and substitution are to be borne by the contractor.

10.3 SECURED ADVANCE ON NON - PERISHABLE MATERIALS

The contractor on signing an indenture in the form to be specified by the Engineer shall be entitled to be paid during the progress of the execution of the work up to 75% of the value of materials which are in the opinion of the Engineer non-perishable and or in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clauses are incorporated in the work the amount of such advance shall be deducted from the next payment made under any of the clause or clauses of this contractor.

10.4 PAYMENT ON ACCOUNT OF INCREASE AND DECREASE IN PRICES/WAGES DUE TO STATUTORY ORDERS.

If during the progress of works the price of any material incorporated in the works (not being a materials supplied by the Employer in accordance with clause 10 hereof) and or wages of labour increases/decreases as a result of any fresh law or statutory rule or order coming into force (but not due to any changes in Sales tax) and such increase/decrease exceeds ten percent of the price and/or wages prevailing at the time of receipt of the tender for the work and the contractor thereupon necessarily and properly pays in respect of that material (incorporated in the works) such increased/decreased price and/or in respect of labour engaged on the execution of the work such increased/decreased wages, then the amount of the contract shall accordingly be varied provided always that any increase so payable is not in the opinion of the Engineer (whose decision shall be final and binding) attributable to delay in the execution of the contract within the control of the contractor.

Provided however, no reimbursement shall be made if the increase is not more than 10% of the said prices/wages and if so the reimbursement shall be made only on the excess over 10% and provided further that any such increase shall not be payable if such increase has become operative after the contract or extended date of completion of the work in question. In the same way any decrease in the prices of material/wages of labour coming into force in excess of 10%, downward adjustment would be made and

recovery would be affected by the Engineer accordingly.

The contractor shall for the purpose of this condition keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a authorized representative of the Employer and further shall at the request of the Engineer furnish any documents so kept and such other information as the Engineer may require.

The contractor shall within a reasonable time of his becoming aware of any alteration in the price of any such material and or wages of labor give notice thereof to the Engineer stating that the same is given pursuant to this condition together with an information relating thereto which he may be in a position to supply.

a) The minimum wage of an unskilled male mazdoor mentioned in sub para 6 above shall be the higher of the wage notified by the Govt. of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.

b) The escalation for labour shall also be paid at the same quarterly intervals when escalation due to increase in cost of materials and / or P.O.L is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters.

8. In the event the price of material and/or wages of labour required for execution of the work decreases, there shall be downward adjustment of the cost of the work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this clause 10.5 shall mutatis mutandis apply, provided that

(i) No such adjustment for the decrease in the price of materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of the work is six months or less.

(ii) The Engineer shall otherwise be entitled to lay down the procedure by which the provision of this sub clause shall be implemented from time to time and the decision of the Engineer on this behalf shall be final and binding on the contractor.

9. Provided always that the provisions of the proceeding clause 10.4 shall not be applicable for contracts where provisions of this clause 10.5 are applicable. But in cases where provisions of this clause are not applicable then provisions in clause 10.4 will become applicable.

10.6 DISMANTLED MATERIAL EMPLOYER'S PROPERTY

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work etc. as Employer's property and such materials shall be disposed off to the best advantage of the Employer.

CLAUSE: 11 WORK TO BE EXECUTED ACCORDING TO SPECIFICATION DRAWINGS, ORDERS ETC.

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regard materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly fully and faithfully to the designs, drawings and instructions in writing in respect of the work signed by the Engineer and the contractor shall be furnished free of charge one copy of the such specifications, and of all such designs, drawings and instruction as are not included in the standard specification.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other thinks of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably responsibility for adequacy, suitability and safety of all the works and methods of construction.

CLAUSE: 12 VALUATION OF DEVIATIONS/VARIATIONS

The Engineer shall have power (1) to make any alternations in omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions, that may appear to him to be necessary during the progress of the work, and (2) to omit a part of the work in case of non availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the work in accordance with any instructions given to him in writing by the Engineer and such alterations omission, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work, shall be carried out the contractor on the same conditions in all respect including price on which he agreed to do the main work. The time for the completion of the work shall in the proportion that the altered, additional or substituted work bears to the original contract work on the request of the contractor and the decision of the Engineer shall be conclusive.

12.1 The rate for additional altered or substituted work referred to in clauses shall be worked out in accordance with the following provisions in their respective order:-

- i) If the rates for the additional, altered or substituted item of work is specified in the contract for the work, the contractor is bound to carry out additional, altered or substituted work at same rate as are specified in the contract for the work.
- ii) If the rates for the additional or substituted work includes any work for which no rate is specified in the contract for work and cannot be derived from similar class of work in the contract, then such work shall be carried out as the rates appearing in CPWD Schedule of Rates 2014 for location of work or state PWD rates whichever is less in order of preference with correction slips min us/plus percentage which the total tendered amount compares to the estimated cost of the entire work put to tender.
- iv) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub clause (i) to (iii) above, then the rates for such part/parts will be determined by the Engineer on the basis of the prevailing market rates when the work was done.

12.2

The Contractor shall send to the Engineer once every three months an up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Employer may authorize consideration of such claims on merits.

12.3

Any operation incidental to or necessarily has to be in contemplation of tendered while filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

CLAUSE : 13 FOR CLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

If at any time after the commencement of the work the Employer shall for any reasons decide to abandon or reduce the scope of the works and hence not required the whole or part of works to be carried out the Engineer shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosure of whole or part of the work.

The contractor shall be paid at contract rates full amount for the works executed at site and in addition, a reasonable amount on account of the items as mentioned here under,

i) the contractor shall be paid the charges on the cartage only of materials actually and bona fide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment curtailment of the work or any portion thereof and then taken back by the contractor, provided however, that the Engineer shall have in all such cases the option of taking over all or any such materials at their purchase price or at local current rates whichever may be less.

"In the case of such stores having been issued by the Employer and returned by the contractor to the Employer, credit shall be given to him by the Engineer at rates not exceeding those at which they were originally issued to him after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of the Engineer shall be final and binding.

CLAUSE: 14.1 CANCELLATION OF CONTRACT IN FULL OR PART

If contractor:

i) at any time makes default in proceeding with the work or any part of the work with the due diligence and continuous to do so after a notice in writing of 7 days from the Engineer.

ii) commits default to complying with any of the terms & conditions of the contract and does not remedy, it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer.

iii) fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer, or

iv) shall enter into a contract with NSC in connecting with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Accepting Authority/Engineer, or

v) shall obtain a contract with NSC as a result of wrong tendering or other non-bonafide methods of competitive tendering; or

vi) being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or

composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

On cancellation of the contract in full or in part, the Engineer shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by Employer.

Any excess expenditure incurred to be incurred by Employer in completing the works or part of the works or the excess loss or damages suffered or may be suffered by Employer as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Employer in law be recovered from any moneys due to the contractor on any account, and if such moneys are not sufficient the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer shall have the right to sell any or all of the contractor's unused materials, constructional plant, implements, temporary buildings etc.

14.2 WHEN CONTRACT CAN BE TERMINATED

Subject to other provisions contained in this clause the Engineer may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely terminate the contract in any of the following cases.

i) If the contractor having been given by the Engineer a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer.

iii) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms in conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer.

iv) If the contractor commits any acts mentioned in Clause 21 hereof, when the contractor has made himself liable for action under any of the cases aforesaid the engineer on behalf of employer shall have powers.

v) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Engineer shall be conclusive evidence) Upon such determination or rescission the full security deposit recoverable under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the NSC if any portion of the Security Deposit has not been paid or received it would be called for an forfeited.

vi) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof as shall be un-executed of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work has been executed by him (of the amount of which excess the certificate in writing of the Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by NSC under his contract or on any other account whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be. If the expenses incurred by the Department are less than the amount payable to the contractor at his agreement rate, the difference shall not be paid to the contractor.

CLAUSE: 15 MEASUREMENTS OF WORK BEYOND REACH

If the contractor shall give, not less than seven days notice in writing to the Engineer or his representative, before covering up or otherwise placing beyond the reach of measurements, any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or

placed beyond the reach of measurement and shall not cover up any work without the consent in writing of the Engineer or his Representative shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or the Engineer consent being obtained the same shall be uncovered at the contractors expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

CLAUSE: 16 ACTION IN CASE WORK NOT DONE AS PER SPECIFICATION

All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer and his authorized representative and other superior officers related to Quality Control and of Chief Technical Examiner's office and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the visit of such officers have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer or his authorized representative at work or to the Chief Technical Examiner or his subordinate Officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the contractor shall, on demand in writing which shall be made within six months of the completion of the work from the Engineer specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charges and cost. In the event of the failing to do so within a period specified by the Engineer in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under Clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer may not accept the item of work at the rates applicable the item of work at the rates applicable under the contract but may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety ad utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer to be conveyed in writing in respect of the same will be final and binding on the contractor.

CLAUSE: 17 CONTRACTOR LIABLE FOR DAMAGES, DEFECTS DURING MAIN TENANCE PERIOD

If the contractor or his working people or servants shall break, deface, injure or destroy and part of building, in which they may be working, or any building, main or ancillary or other installation fixture etc. or any part of it is being executed or if any damage shall happen to the work while in progress, from any cause whatsoever or if any defect, shrinkage or other faults appear in the work within twelve months after a certificate final or otherwise of its completion shall have been given by the Engineer as aforesaid arising out of defective or improper materials or workmanship, the contractor shall upon a receipt of a notice in writing

on that behalf make the same good at his own expense, or in default the Engineer may cause the same to be made good by other workman and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor or from his security deposit, or the proceeds of sale thereof or of a sufficient portion thereof from the security deposit of the contractor.

CLAUSE: 18 CONTRACTOR TO SUPPLY TOOLS & PLANTS ETC.

The contractor shall provide at his own cost all materials (except such special materials if any, as may in accordance with the contract be supplied by Employer plant tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work. Whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of Engineer as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor, shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement for examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer at the expense of the contractor and the expense may be deducted, from any money due to the contractor, under the contract and/or from his security deposit thereof.

CLAUSE: 18.1 RECOVERY OF COMPENSATION PAID TO WORKMAN

In every case in which by virtue of the provisions of sub-section (i) of section 12 of the Workmen's Compensation Act, 1923, Government is obliged to pay compensation to a workman employed by the contractor the amount of the compensation so paid; and without prejudice to the rights of the Employer under Section 12, sub-section (ii) of the said Act. Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Employer to the contractor whether under this contract or otherwise. Employer shall not be bound to contest any claim made against it under Section 12, sub-section (i) of the Said Act, except on the written request of the contractor and upon his giving to Employer full security for all costs for which Employer might become liable in consequence such claim.

CLAUSE: 18.2 ENSURING PAYMENT AND AMENITIES TO WORKERS IF
CONTRACTOR FAILS

In every case in which by virtue of the provisions of the contract labour (Regulation and Abolition) Act 1970 and of the contract labour (Regulation and Abolition Central Rules 1971) Employer is obliged to pay any amounts of wages to a Workman employed by the contractor in execution of the works or to incur any expenditure providing welfare and health amenities required to be provided under the above said Act and the Rules under Clause 19 and sanitary arrangements for workers employed by Contractors. NSC will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the right of the Employer under, Section 20 Sub section (2) and Section 21 sub-section

(4) of the contractor Labour (Regulation & Abolition Act 1970). Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the contractor whether under this agreement or otherwise. Employer shall not be bound to contest any claim made against section 20 sub section (1) & Section 21, sub-section (4) of the said Act, except on the written request of the contractor and upon his giving to the Employer full security for all costs for which Employer might become liable in contesting such claim.

CLAUSE: 19 ENGAGEMENT OF STAFF AND LABOUR

The contractor shall, unless otherwise provided in the contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment housing, feeding and transport.

a) The Contractor shall, at all times during the continuity of the contract, comply fully with all existing Acts, regulations and by laws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments, notifications and acts that may be passed in future either by the State or the Central Government or local authority, including Indian Workmen's Compensation Act, Contract Labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976. Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, schemes made under the same Act and also labour Regulations made by Government from time to time. Health and Sanitary Arrangement for Workmen, Insurance and other benefits and shall keep Employer indemnified in case any action is commenced by competent authorities for contravention by the Contractor. If the Employer is cause to pay or reimburse, such amounts as may be necessary to cause or observe, or for non observance of the provisions stipulated here forth on the part of the Contractor, the Engineer shall have the right to deduct from nay moneys due to the Contractor, his amount of Performance Security or recover from the Contractor personally any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

Provided, however, the Employer shall have no other responsibility in connection with the employees of the contractor, who shall, in no case, be treated as the employees of the Employer at any point of time.

19.1 AGE OF LABOUR

No labourer below the age of eighteen years shall be employed on the work.

19.2 FAIR WAGES

The contractor shall pay the labourers engaged by him on the work not less than a fair wages, which expression shall mean, whatever for time or piecework, the respective rates of wages fixed by Govt. Department as fair wages for the area payable to the different categories of labourers or those notified under the Minimum wages Act for corresponding employees, of the Employer/Client, whichever may be higher.

The Contractor, shall notwithstanding the provisions to the contrary, cause to the paid a fair wage to labourer indirectly engaged on the works, including any labour engaged on the works, including any labour engaged by sub-contractor in connection with the said works as if the labourer had been directly employed by him.

NATIONAL SEEDS CORPORATION LTD.

Section - V

Annexure-A

(To be submitted to NSC in online mode 'Technical Bid')

FORM FOR TECHNICAL BID

To
The Regional Manager,
National Seeds Corporation Ltd.,
Patna
Pin Code – 800014 (Bihar)

FROM

Sir,
Profile of our Company is as under:

1.1. Constitution or legal status of Bidder (Attach Copy)

- Place of registration: _____
- Principal place of business: _____
- Power of attorney of signatory of Bid

A. Work performed as prime contractor/ supplier on works of Construction Seeds Processing Plant cum Storage building infrastructure over the last three years (**Bidder should have experience for successfully execution of at least three similar works of 40% value of the estimated cost of tender or two similar works of 50% value of the estimated cost of tender or one similar work of 80% value of the estimated cost of tender executed during the last five years**).

Year	Name & Address of Contract Person with his Mb. No. ,	Description of work	Work Order No. & Date	Value (Rs. in lakhs)	Stipulated period of Completion	Actual date of Completion	Remarks explaining reasons for delay and work completed.
1	2	3	4	5	6	7	8

- Attach a copy of Work Orders and proof of completion.

Attach biographical data.

Position	Name	Qualification	Years of Experience (general)	Years of experience in the proposed position.	Contact No.
1	2	3	4	5	6

4. Financial statement including Annual report: (i.e. Balance sheet and profit & loss account) duly signed by Statutory Auditor of last 2 years along with copies. Average annual Turnover in last two year shouldbe submitted. (Attached Cpy)

Financial year	Annual Turnover (Rs. in Lakh)	Annual Profit/ loss (Rs. in Lakh)	Remarks
2015-16			
2016-17			

5. Registration:

GST No..	

6. Income tax Details:-

PAN No	Returns for Last Two Years (attached)	
	Year	Copy
	2015-16	
	2016-17	

EMD :

Online	Date & Time	Amount

7. Particular of Banker :

Name and address of Banker	Type of Account	Account No.	IFS Code	MICR Code

8. 11. Department/Institution/Public Enterprises/Undertaking and no arbitration case is lying pending with this office as on date as per Performa attached in annexure A-1 (Copy Attached).

I hereby certify that all the information mentioned above are true and in case any information is found to be incorrect, my bid may be treated as rejected by NSC management.

Thanking you

Stamp of the Company

Signature: -----

Place: -

Name of Authorized Signatory: - -----

Date:-.

Complete Postal Address: -----

Phone No.: -----

PART - B

NATIONAL SEEDS CORPORATION LTD.

SECTION - VII

Annexure-B

(It is to be submitted to NSC in online mode 'PRICE BID')

To,

Regional Manager
National Seeds Corporation Ltd.,
Patna
Pin Code – 800014 (Bihar).

From-

Sir,

We have examined the prescribed specification and read the Terms & Conditions of E-Tender No. -----, issued under File No –CSR/NSC/PTN 2017-18 Dated ----- for Construction of 700 feet kharanja road , confirming the specification as per Annexure A of the Tender Document at NSC Patna. Our rates to your specification, Terms & Conditions for below work are mentioned as under:-

SCHEDULE FOR CONSTRUCTION OF 700 FEET KHARANJA ROAD,CHAKIYA,MOTIHARI

S.N	Particulars	Quantity	Unit	Rates	Amount (Rs.)
1	Excavation for roadway in ordinary rock by deploying a dozer,80 HP including cutting and pushing the cut earth to site of embankment upto a distance of 100 meters (average lead 50 meters),trimming bottom and side slopes in accordance with the requirements of lines,grades and cross sections.	356.36	m^3	332.67	118550.00
2	Providing designation 100 a one brick on edge soling joints filled with local sand including cost of watering, taxes ,royalty all complete as per building specification and direction of E/I.	650.65	m^2	407.00	264815.00
3	Differences cost of material	40334	Nos.	370.75/thousand	14954.00
4	Carriage cost of material	Brick-40334	Nos.	517.52/thousand	20874.00
		Local Sand-26.00	m^3	181.57/m^3	4721.00
5	Add Silapaft	-	-	6083.00	6083.00
	Add sign board	-	-	4500.00	4500.00
Total					4,34,497.00
Say					4,34,500.00
1.	I / we here by tender my / our rates -----% (percent) above the rate for works at Sl .No. 1 to 5.				
2.	I / we here by tender my / our rates -----% (percent) below the rate for works at Sl .No. 1 to 5.				

LIST FOR TECHNICAL EVALUATION OF TENDER CHECK LIST

SN	Particulars	Remarks / Yes or No
1	Tender fee as per NIT (Non- refundable) :- Rs 500/- by online mode.	
2	EMD as per tender :- 17,800/- on online mode.	
3	Certificate of registration of the firm in appropriate class	
	Class –I Eligible up to tender value Rs.15 crores	
	Class –II Eligible up to tender value Rs.3 crores	
	Class –III, IV & V Eligible up to tender value Rs.90, 40 &10 Lakhs respectively	
4	Partnership Deed if Partnership firm.	
5	PAN Number	
6	Income-tax Return for the current & two previous years .	
	ITR-2015-16 -Value	
	ITR-2016-17 - Value	
7	Name and addresses of the Bank,	
	Account No.,	
	IFC Code.	
8	Copy of registration for :-	
	i) GST	
9	Work done certificate for Rs. in lakhs for last 5 years	
	2015-16	
	2016-17	
	Current status-	
10	Affidavit certificate that not black listed and no arbitration case pending in this office.	
11	Other document if any in support of the tender.	
12	Address of the contractor	
	Contact No.	
	E-mail ID	