



National Projects Construction Corporation Ltd

(A Government of India Enterprise)

Odisha Zonal Office

Plot No.VII-H/167, Sailashree Vihar, Bhubaneswar-751021

NOTICE INVITING TENDER

REF.No:600023/314

Dated: 19.07.2012

Sealed percentage rate tenders are invited on behalf of Coconut Development Board, from agencies enlisted with NPCC-OZO, for “Development of 500 mtr.black tarring road from staff qtrs to main farm road and extension of main road 200mtr under OZO for a limit up to Rs. 15.00 Lakh for the following work.

Sl. No.	Name of work	Time of Completion	Approximate Cost (Rs.in lacks)	EMD. (Rs)	Cost of document
1.	Development of 500 mtr.black tarring road from staff qtrs to main farm road and extension of main road 200mtr at DSP Farm Pitapally.	5 Months	14.50 (Apprx)	40000.00	2500.00

Date of sale of tender document : - From 24.07.2012 to 13.08.2012.

Date of submission of tender document: - 14.08.2012.up to 3.30pm

Date of opening of tender : - 14.08.2012. at 4.00pm

Contract documents/detailed tender papers etc will be issued on application from the office of the corporation at the above address on as mentioned above between 10.00am to 5.00pm (except Saturday's, Sunday's & other holidays)only to the enlisted agencies. Tender paper will be sold on payment Rs.2500.00 (non refundable) in cash or D.D in favour of NPCC LTD payable at Bhubaneswar.

Tenders will be received in the office of the undersigned at the above address and will be opened on the same day at 4.00 PM in presence the tenderers or their authorised representative.

In case due to any reason, the office may remain close on the last day of sale or submission of tender documents, the tender will be sold / received and opened respectively in the next working day.

The applicant must possess completion certificate for (Three) similar nature of works of value not less that 40% or 2 (Two) similar nature of work of value not less than 50% for one similar nature of work of value not less than 80% of the estimated cost one

in which applications are being invited. Similar nature of work means mainly Road works including other civil works.

- a. Certificate of Incorporation of the firm, copy of the partnership deed etc. as applicable.
- b. List of equipment held.
- c. List of works executed during the last three years mentioning cost, name of the client and time of completion, work order No. (Completion certificate to be enclosed)
- d. List of works in hand with copies of LOI.
- e. Documentary evidence of having separate P.F code number, VAT No.

However, tender inviting authority always reserves the right to verify the competency / eligibility of the bidder with regard to any other works being executed or completed by the bidder, or his bid capacity and reserves the right not to issue tender documents on the basis of the same.

Further, any corrigendum/addendum/errata, etc., in respect of the above tender shall be made available in our official website www.npcc.gov.in only. No further press advertisement will be given. Hence prospective bidders are advised to visit NPCC web site regularly for above purpose.

Zonal Manager



GENERAL INFORMATION REGARDING SUBMISSION OF TENDERS.

1. Name of Work: :Development of 500 mtr.black tarring road from staff qtrs to main farm road and extension of main road 200mtr at DSP Farm Pitapally..
2. Estimated Value : Rs. 14.50 Lakhs (Appx)
3. EMD : Rs. 40000.00 in the form of DD in favor of NPCC Ltd. payable at Bhubaneswar.
4. Cost of Tender Paper : Rs. 2500.00(Rupees Two Thousand five hundred only)
5. Time Schedule for completion : 5Months.
6. Sale of Tender Papers : From 24.07.2012 to 13.08.2012.
7. Time & Date of Submission : 14.08.2012 Up to 3.30 PM
8. Place for Sale & Submission of Tender : N.P.C.C.Ltd., Plot No: VII-H-167, Sailashreevihar, Bhubaneswar.
9. Opening of Tenders : 14.08.2012 at 4.00 PM.
10. Tenderers shall submit their tender along with EMD in form of DD on any Scheduled Bank in favour of N.P.C.C.Ltd, payable at Bhubaneswar failing which tenders shall be rejected. (List of Scheduled Banks enclosed - P.34)
11. The applicant must possess completion certificate for 3 (Three) similar nature of works of value not less than 40% or 2 (Two) similar nature of work of value less than 50% for one similar nature of work of value less than 80% of the estimated cost one in which applications are being invited. Similar nature of work means mainly Road works including other civil works.
12. The tenderers are required to submit the following documents/copies of certificates duly attested for evaluation of the tenders. Failure to submit the information may lead to rejection of tender.
 - a. Experience Certificate.
 - b. Copy of registration with NPCC
 - c. EPF Registration.
 - D. Sales Tax/VAT clearance (Latest)
13. **Site Inspection by Tenderer:**

Before Tendering for the works the Tenderer must acquaint and satisfy himself fully on the site conditions, all information included herein, all limitations and official regulations and the site of work etc., Failure to comply to the above requirements will not relieve a tenderers of his obligations and no claim what-so-ever shall be entertained on the ground of ignorance of site or other conditions prevailing in the area. Any further data required during the execution on the scheme shall be ascertained by the contractor at his own cost. The offer should cover all costs required to suit to the site conditions etc.

Signature of Contractor

NPCC Ltd



14. The work shall be carried out as per direction of Engineer In Charge. The general condition of Contract, Special Condition and Additional Special Conditions of NPCC.
15. **Telegraphic Tenders:**
No telegraphic tender or tender by FAX will be accepted.
16. **Incomplete Tenders:**
Tenders receipt incomplete shape shall be rejected.
17. **Delayed Tenders.**
Tenders received after due time and date or receipt late on account of postal delay/Courier delay or otherwise shall be rejected.
18. **Conditional Tender.**
Conditional tenders shall be rejected.
19. **Tender Language:**
The tenders shall be made in English language only. All other information such as documents and drawings supplied by the Tenderer will also be in English language.
20. **Signing of Tender:**
Each page of the tender document submitted shall be signed by the Tenderer. The entire document shall form part of the Agreement.
21. **No Claim for Cancellation of Tenders:**
No claim shall be entertained towards any expenses made by any Tenderer for submission of tender in case of cancellation, deferment, rejection or withdrawal of the tender.
22. **Corrections in Tenders:**
Tenders containing alternations and overwriting are liable to be rejected. Any correction made by the Tenderer must be authenticated duly by dated initials of the authorized signatory of the Tenderer.
23. **Validity of Tender:**

The tender submitted shall remain valid for 90 (Ninety) days from the date of opening of the price-bid and may be extended at the discretion of the Tenderer, if so needed by NPCC for non settlement of the tenders within the validity period.
24. In case the date of submission happens to be a public holiday on any account, the date of submission shall be in the next working day, the timings remaining same.

Signature of Contractor

NPCC Ltd



25. Corporation reserves the right to postpone or cancel tenders which shall be informed to the Tenderer who purchased tender by the time such decision is taken. No claim whatsoever shall be considered in case of such decision.
26. Corporation reserves the right to accept or reject any or all tenders without assigning any reason.
27. Corporation reserves the right to execute the work partly or wholly by departmentally without assigning any reason.
28. Corporation reserves the right to split the work put to tender and award part work to the tenderers. No claim whatsoever shall be entertained in case the works is divided and awarded in parts.
29. With in **Ten days** from issue of LOA/LOI, the Tenderer shall submit performance guarantee amounting to 2.5% of the awarded value of work minus EMD deposited with Tender in the form of Demand Draft in favour of NPCC, Payable at Bhubaneswar from any Nationalized Bank of equivalent value.
30. If any Tenderer quotes low percent on the estimate rates, then the Tenderer will submit additional performance guarantee for the differ amount in the form of DD which shall be released soon after the completion of the work in all respects.

Signature of Contractor

Zonal Manager.



National Projects Construction Corporation Limited
(A Government of India Enterprises)
Odisha Zonal Office
Plot No: VII-H-167, Sailashreevihar, BBSR-21.

QUOTE SHEET.

S.No	Description of Work	Estimated Cost (in Lakh)
	Development of 500 mtr.black tarring road from staff qtrs to main farm road and extension of main road 200mtr at DSP Farm Pitapally.	14.24
	% Quoted above/below/at par.....(on Schedule Items)	
	Total Amount Quoted.	

(Rupees.....)

Signature of Bidder.



GENERAL TERMS & CONDITIONS OF CONTRACT

1 DEFINITIONS AND INTERPRETATIONS

In the Work Order/Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

1.1 The Employer/Client/Owner/Project Authorities mean the authority entrusting the work to National Projects Construction Corporation for execution.

1.2 Corporation/NPCC shall mean National Projects Construction Corporation having its registered and Corporate Office as under and its 1 representatives in their Units/Sectors/Zones as well.

Registered Office: Raja House, 30-31,
Nehru Place, ,
New Delhi – 110 019

Corporate Office: Plot No.67-68,
Sector – 25,
Faridabad – 121 004

Zonal Office:
VII-H-167, Sailashreevihar
Bhubaneswar – 751021.

1.3 The ‘Tender’ shall mean the tender submitted by the Tenderer for acceptance by the Corporation.

1.4 The ‘Chairman-cum-Managing Director’ shall mean the Chairman-cum-Managing Director of National Projects Construction Corporation or his successors in office.

1.5 The Construction agency/PRW/Contractor /Agency/Supplier shall mean the person or persons, firm or company whose tender has been accepted by the Corporation and includes the contractor’s legal representatives, his successors and permitted assigns.

1.6 The ‘Engineer-in-Charge’ shall mean the person nominated by the Corporation from time to time and shall include those who are expressly authorised to act for and on behalf of Corporation for all functions pertaining to operation of this contract/work order. All functions pertaining to the operation of contract means all acts necessary for execution of the contract, coordinating between the different agencies and final closing of the contract.

1.7 The ‘Works’ shall mean and include all works to be executed in accordance with the contract or part thereof as the case may be and shall include all extras, addition, altered or substituted works as required for the purpose of the contract or as may be required to be executed by the Corporation/Engineer-in-Charge.

Signature of Contractor

NPCC Ltd.



- 1.8 The 'Work Order/Contract' shall mean the agreement between the Corporation and the contractor for execution of the works including therein all documents such as the invitation to Tender, instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, Additional Special Conditions, Specifications, Drawings, Letter of Intent awarding the work, Agreed Variations, if any etc.
- 1.9 'Specifications' shall mean all directions, various technical specification, provisions and requirements attached to the contract, which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the contract for the work or works as may be amplified or modified by the Corporation or the Engineer-in-Charge during the performance of Contract in order to the unforeseen conditions or in the best interests of the work or works. In absence of detailed specifications forming part of Work Order/ Contract specifications shall mean the latest editions including all addenda/corrigenda of re Indian Standard Specifications/CPWD specifications and other relevant codes.
- 1.10 'Plans' shall mean all maps, sketches, and layouts as issued from time to time in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.
- 1.11 'Drawings' shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawings as may, from time to time, be furnished or ap in writing by the Engineer-in-Charge.
- 1.12 'Site' shall mean the lands and other places on, under in or through which the permanent works are to be carried out and any other lands or places provided by the Owner for the purpose of the contract.
- 1.13 'Notice in writing or written Notice' shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.14 The 'Completion Certificate' shall mean the certificat to be issued by the Engineer-in-charge or his authorised representative when the works have been completed to his satisfaction.
- 1.15 The 'Final Certificate' in relation to the work shall the certificate regarding the satisfactory compliance of the various provisions the contract to be issued by the Corporation/Engineer-in-charge or his authorised representative after the period of liability is over.

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- 1.16 'Approved' shall mean approved in writing including subsequent written confirmation of previous verbal approval and 'Approval' means approved in writing including as aforesaid.
- 1.17 The 'Appointing Authority' for the purpose of arbitration shall be the Chairman and Managing Director of the Corporation.
- 1.18 'Value of Work Order/Contract' shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the contract rates as payable to the contractor for the entire execution and full completion of the work.

2 SCOPE AND RESPONSIBILITIES OF CONTRACTOR

SCOPE OF WORK

- 2.1 Scope of work of the contractor covered under this work shall be as per the General Conditions, special conditions, Addl. conditions of contract/instructions to tenderers. It is however, explicitly understood and confirmed by the contractor that the scope described herein is not limiting in so far as the responsibilities of the contractor shall include inter alia carrying out any and all works and all facilities those are required in accomplishing operational convenience complying fully with all requirements and statutory obligations as are envisaged to complete works in all respects satisfying all performance guarantee requirements stated or implied from the contents of the work order/contract. The contractor shall provide necessary arrangement for inspection of the work by the Engineer and also allow the material to be incorporated in works for inspection of the Engineer as and when desired by the engineer.
- 2.2 Whether specified elsewhere in the contract or not, the contractor shall provide all materials, labour of every description, supervisory personnel and all tools, tackles, construction equipment, plant, transport and storage of materials necessary for the proper execution and maintenance of the work to the satisfaction of the Corporation/ Owner. All enabling works e.g. provision of temporary roads, temporary drains, power & construction water, storage facility, cement and steel and other materials, covered storage facility, survey workshop, etc., which are required for efficient working and completion of the project shall be arranged by the contractor at his own cost.
- 2.3 Works shown in the drawing but not mentioned in the specification or described in the specifications but not shown in the drawings shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the drawings as well as described in the specifications.

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- 2.4 The Tenderer/ contractor shall for all purposes and whatsoever reason may be deemed to have himself independently obtained all necessary information for the purpose of preparing his tender or acceptance of Work. The details/information given in the tender/contract is for guidance to help the Tenderer/contractor for his information for estimation of possible expenditure for preparation of his bid in accordance with the schedule of items estimated. Neither the quantities nor the value is firm. Corporation does not guarantee correctness of estimates/ contractors to obtain full information.

2.5 CONTRACTOR TO OBTAIN FULL INFORMATION:

- The Tenderer/ contractor shall be deemed to have examined the tender documents, to have obtained his own information in all matters whatsoever that might influence carrying out of the works at the scheduled rates and satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission there from shall not vitiate the contract or release the contractor from execution of the work comprised in the contract according to drawings and specifications at the scheduled rates. He is deemed to know the scope, nature and magnitude of the works, the requirements of materials labour involved etc. and as to what works he has to complete in accordance with the contract document irrespective of any defects, omission or errors that may be found in the Contract Document. The contractor shall be deemed to have visited site and surrounding areas as well to have satisfied himself of the nature of all existing structures and also as to the nature and the conditions of available facilities like Railways, roadways, bridges, culverts, means of transport and communications and possible interruptions thereto the access to and egress from site and to have made inquiries, examined satisfied himself of the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of materials, the available accommodation like depots, building as may be necessary for executing and completing the works, to have made local independent inquiries as to the sub-soil water and variations thereof, storm, prevailing w and climatic conditions and all other similar matters effecting the works. He is deemed to have acquainted himself his liability for payment to Government Taxes Custom duties and other charges.
- 2.6 Any negligence or failure on the part of the Tenderer/Contractor in obtaining necessary and reliable information or issues stated or any other matters effecting contract shall not relieve him from any risks or liabilities of the entire responsibility for completion of the works at the scheduled rates and time in strict accordance with the contract documents.
- 2.7 Any change in layout due to site conditions or technical requirement shall be binding on the contractor and no extra claims on this account shall be entertained.

Signature of Contractor

NPCC Ltd.



2.8 CONTRACTOR TO SUBMIT PROGRAMME OF WORK

The contractor shall submit detailed Programme of works / work charts to the Engineer within fifteen days or further period as may be permitted by the Engineer after receipt of the acceptance letter for the tender in accordance with the completion schedule allowed in the work order/ contract. The submission to and approval by the Engineer or Engineer's Representative of such Programme or the furnishing of such particulars shall not relieve the contractor from any of the duties or responsibilities under the contract in connection with the works or temporary works.

2.9 ENGINEER'S INSTRUCTION

The contractor shall execute, complete and maintain the works in strict accordance with the contract to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's instruction and directions on any matter (whether mentioned in the contract or not) concerning the works. The contractor shall take instructions and direction only from the Engineer-in-charge or his authorised representative.

2.10 OTHER AGENCY'S WORK

The execution of the works shall be so planned as not to cause any impediments as practicable to the working of other agencies or other works.

2.11 From commencement to completion of the works, the contractor shall take all responsibility for the care thereof and of all temporary works and in case any damage loss or injury shall happen to the works or to any part thereof or to any temporary works from any cause whatsoever shall at his own cost repair and make good the same so that at completion the works shall be in good order and condition and in conformity in every respect with requirements of the contract and the Engineer's instructions. The contractor shall also be liable for any damage to the works occasioned by him in the course execution of works under this contract.

2.12 SURVEY AND LAY OUT

The contractor shall set out the works by providing an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

2.13 Before beginning the work the contractor shall at his own cost, provide all necessary reference and level posts, pegs, bamboo, flags, ranging rods, strings and other materials for proper layout of the work in accordance with the scheme for bearing marks acceptable to the Engineer-in-charge. The centre, longitudinal, faces, and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the centre to enable Theodolite to be set over it. No work shall be started until all these points are checked and approved by

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Engineer-in-charge in writing but such approval shall not relieve the contractor of any of his responsibilities. The contractor shall also provide all labour, materials and other facilities as necessary for the proper checking or layout and inspection of the points during construction.

- 2.14 The contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the level and correctness of every part of the work and shall rectify effectually any errors or imperfections therein. Such rectification shall be carried out by the contractor at his own cost, when instructions are issued to that effect by the Engineer in charge.

2.15 AREA LIGHTING AND WATCH & WARD

The contractor shall in connection with works provide and maintain at his own cost all lighting, guards, fencing and watch and ward and the security of the entire work in progress including all the machinery, materials shall be responsibility of the contractor till taken over by the Corporation/ Owner by way of the written taking over certificate.

- 2.16 The contractor shall provide at his own cost necessary watch and ward for the materials and works. Contractor shall also provide at his own cost every description of watching and maintenance required in connection with the works and all other services for protecting and securing all places dangerous whether to contractor workmen or other persons until the works shall have been handed over to the employer/ owner.

2.17 RETURN OF SURPLUS MATERIALS

If on completion of works, the contractor fails to return surplus materials out of those supplied by the Corporation/Owner in addition to any other liability which the contractor would incur, the Engineer may issue a written notice to the contractor requiring him to pay within a fortnight on expiry of the notice failing which the Engineer-in-charge shall effect recovery out of any money due to the contractor for such unreturned surplus materials at double the issue rates.

2.18 HANDING OVER SITE ON COMPLETION

On completion of works, the contractor shall clear away and remove from site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the engineer. If not done, the cost of clearing etc. will be recovered from any money due to the contractor.

2.19 CONTRACTOR'S SUPERINTENDENCE:

The contractor shall give or provide all necessary superintendence during the execution of works and as long thereafter as the Engineer may consider necessary for proper fulfilling of the contractor's obligations under the contract. The

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Contractor or a competent and authorized agent or representative approved of in writing by the Engineer (which approval may at any time be withdrawn) is to be available constantly on the works and shall give his whole time to the superintendence of the same. If such approval shall be withdrawn by the Engineer the contractor shall as soon as is practicable after receiving written notice of such withdrawal remove the agency from the site and shall not thereafter employ him again on the site in any capacity and shall replace him by another agent approved by the Engineer. Such authorised agent or representati I receive on behalf of the contractor directions and instructions from the Engineer or the Engineer's representative.

2.20 ENGINEER'S INSPECTION

The Engineer/Engineer-in-charge or any other person/persons authorised by the Owner/Corporation shall have access at all times to the works, work sites and all other places of work including manufacturers and suppliers relevant to the execution of works against this contract and the contractor shall provide every facility for and every assistance in or obtaining right to such access at his own cost.

3. SCHEDULE OF RATES/ BILL OF QUANTITIES:

3.1 CONTRACT PRICE :

The contract price as stated shall be arrived based on the estimated quantities and rates as stated in Bill of Quantities (BOQ) enclosed to this contract. The final contract price to be paid to the contractor shall be adjusted based on the actual quantities executed as certified by the Owner/Corporation/ Engineer-in-charge under various items of work as per schedule of items (and the unit rates as agreed against those items of works. The unit rates shall be inclusive of all applicable taxes, duties and levies royalties including the cost/costs that would be required in fulfillment of the conditions, obligations, service that would be required for execution of work as per this contract, cess and any other statutory obligation for the scope of work in this contract.

3.2 COVERAGE OF CONTRACT PRICE:

The contract price shall be deemed inter alia to include and cover the cost of all materials, labour, tools plants, equipment, templates, scaffoldings, supports, approaches, insurance, taxes, royalties, power, lubricants, consumables, transport , handling, storage , approval, checking, testing, temporary facilities like labour camp, roads, drains etc. facilities for testing/ checking, temporary accommodation, services, pumping out and soil / drainage/ rain water, disposal of rubbish/ surplus earth, supervision, overheads, profits, security, safety and fire fighting measures all taxes, duties, levies etc.; and other items as may be required for execution of the works as per the contract or any portion thereof complete in all respect and maintained as detailed in contract document or as may be ordered in writing during tenure of contract.

Signature of Contractor

NPCC Ltd.



3.3 FIRM RATES AND QUANTITY VARIATION:

Percentage quoted on the estimate on all the items are for finished item of work which shall remain fixed and binding on the contractor till completion of entire scope of work and shall not be subject to any variations. Unit rates shall also remain firm irrespective of any variation in quantities/contract value.

3.4 RATES FOR EXTRA ITEMS

Should it be found necessary to execute any item/items of work not included in the schedule of items (BOQ) and as such no contract rate is available rates for such items of work shall be fixed as per the following procedure.

- i. Where the extra works are of similar nature as to any of work appearing in schedule of rates/BOQ, rates for such extra items shall be derived from contract rates of similar items or closest item of work.
- ii. When the nature of extra item/items can not be derived as per (i) above, DSR rates shall be applicable for the items and rates cannot be arrived as above rates for such items shall be derived through analysis at market rates based on CPWD analysis of rates (DAR) for labour, material and other components.
- iii. Where rates for extra items of work can not be established by methods (i) or (ii) above, then the rate for such items shall be estimated and fixed by the Engineer based on the market rates and assessment labour, materials and other factors as per physical observed data during execution.
- iv. Provided that the contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereon to fore-mentioned, then and in such a case the contractor shall only be entitled to be paid in respect of the work carried or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Engineer In-Charge. However if the contractor is not satisfied with the decision of the Engineer In-Charge in this respect he may appeal to the Zonal Manager within 30 days of getting the decision of the Engineer In-Charge, supported by analysis of the rates claimed. The Zonal Manager's decision after hearing both the parties in the matter would be final and binding on the Contractor and NPCC LTD

Signature of Contractor

NPCC Ltd



4. MEASUREMENTS:

- 4.1 The quantities set out in the Bill of Quantities are the estimated quantities of the work but 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 obligations under the contract.
- 4.2 Contractor shall submit periodical bills supported with detailed measurements of the items of work executed for checking the measurements/ bills to the Engineer in charge/ Engineer whose decision shall be final.
- 4.3 The Engineer shall except as otherwise stated ascertain and determine the correctness of measurements and value of work done in accordance with the contract. He shall when he requires give notice to the contractor or his authorised agent or representative who shall forthwith send or attend to assist the engineer or the Engineer's representative in making such measurement and shall furnish all particulars required by either of them. Should the contractor not attend/ neglect or omit to send such agent then the measurements recorded by the Engineer or approved by him shall be taken to be the correct measurement of the work. For the purpose of measuring such permanent work as it is to be measured by record and drawings the Engineer's representative shall prepare records and Drawings month by month of such work 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 drawings with the Engineer's representative and shall sign the same when so agreed and if the contractor does not so attend to examine and agree any such records and Drawings the contractor does not agree the same or does not sign the same as agreed they shall nevertheless to be taken to be correct unless the contractor shall within 14 days of such examination lodge with the Engineer-in-charge Engineer's representative for decision in writing of the respects in which such records and drawings are claimed by him to be incorrect whose decision shall be binding.
- 4.4. The work shall be measured notwithstanding any general or local custom except where otherwise specifically described or prescribed in the contract.
- 4.5. Engineer in charge shall prepare/ certify the payments after making necessary recoveries towards advances, statutory obligations, securities and withholds, if any.

5. ALTERATION, ADDITIONS AND OMISSION.

- 5.1. The Engineer shall make any variation of quality or quantity of works or any part thereof that may in his opinion necessary and for that purpose or if for any other reason it shall in his opinion be desirable shall have power to order the contractor to do and the contractor shall do any of the following.

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NPCC Ltd



- a. Increase or decrease the quantity of any work included in the scope of work
 - b. Omit any such work.
 - c. Change the character or quality or kind of any such work.
 - d. Change the level lines positions and dimensions of any part of the works and Execute additional work of any kind necessary for the completion of the works and no such variation shall in any way vitiate or invalidate the contract but value (if any) of all such variations shall be taken in to account in ascertaining the amount of the contract price.
- 5.2. No such variation shall be made by the contractor without an order in writing of the Engineer. Provided that no order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this clause but is the result of the quantities exceeding of being less than those stated in the bill of Materials. Quantities. Provided also that if for any reason the engineer shall consider it reasonable to give any such order verbally the contractor shall comply with such order and any confirmation in writing of such verbal order given by the Engineer before or after carrying out of the order shall be deemed to be an order in writing within the meaning of this clause.
- 5.3 The Engineer shall determine the amount (if any) which in his opinion should be added to or deducted from the sum named in the tender in respect of any extra or additional work done or work omitted by his order. All such work shall be valued at the rates set out in the contract if in the opinion of the Engineer the same shall be applicable. If the contract shall not contain any rates applicable to the extra or additional work then suitable prices shall be agreed upon between the Engineer and the contractor as per the extra item clauses. In the event of disagreement, the Engineer shall fix such prices as shall in his opinion be reasonable and proper.
6. **DEPOSITS, ADVANCES AND STATUTORY OBLIGATIONS**
- 6.1 **EARNEST MONEY DEPOSIT (EMD)**
Earnest Money Deposit normally forming part of tenders unless otherwise specified shall be adjusted against performance guarantee.
- 6.2. **SECURITY DEPOSIT**
The Security deposit shall be deducted from contractor at the rate of 5% from the gross value of each RA Bills till it reaches 5% of contract value including EMD. No interest will be paid under any circumstances. The Security Deposit will be refunded only after expiry of defect liability period. However, after successful completion 50% of SD may be released against BG as per format approved.

Signature of Contractor

NPCC Ltd



6.3 STATUTORY OBLIGATION

- i. Rates quoted are inclusive of all taxes, levies and duties imposed by the State/Central Govt. in respect of materials to be purchased & incorporated by you in the work. The rates are also inclusive of all expenses such as tools & plants, labour etc. As the job awarded under contract shall be 'Works Contract', the sales tax on turnover/works contracts levied under law is payable by you to the concerned Govt. authority as per prevailing norms at your cost. As per the directive of local sales tax authority all the contractors are now required to be registered dealers any liability arising out of non-registration shall be to contractor's account.
- ii. Income Tax as applicable as per rule/act shall be deducted from each RA Bills
- iii. Source deduction of sales tax applicable on works contract will be guided by prevailing norms of appropriate Govt. & its amendments issued from time to time.
- iv. As per the Mines and Mineral Act of State Govt., agency is required to pay royalty charges for various types of construction materials (mines & minerals) used in work. Necessary royalty challans or any other proof of having paid such royalties, cess etc. shall be produced along with each R/A bills. Final bill shall however be released only on production of clearance certificate from the appropriate authority.
- v. Labour welfare cess on the works contract as applicable in the state of Andhra Pradesh shall be borne by the contractor.
- vi. Service Tax as applicable shall be reimbursed as per actual by the corporation on production of payment receipt / Documentary evidence and after receipt of the same from CDB.
- vii. All other duties, taxes and other levies, royalties, if any, payable by NPCC under this contract shall be contractor's account and the same will be deducted by NPCC. As per the Mines and Mineral Act of State Govt., agency is required to pay royalty charges for various construction materials (mines & minerals) used in work. Necessary royalty challans or any other proof of having paid such royalties cess etc. shall be produced along with each R/A bills. Final bill shall however be released only on production of clearance certificate from the appropriate authority.

6.4 INSURANCE:

Contractor shall be required to provide all necessary insurance coverage throughout execution and defect liability period as may be required by the law/owner/Corporation at his own cost and submit proof of such insurance coverage as and when demanded.

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6.5 CONTRACTOR TO INDEMNIFY NPCC/OWNER

Contractor shall indemnify NPCC/Owner with regard to any defaults on his part in observance of statutory obligations with regard to execution of works under this contract.

7. SCHEDULE OF TIME:

- 7.1 Time is essence of this Contract.
- 7.2 After receipt of firm order, the contractor shall prepare and submit a detailed programme in consultation with Engineer-in-charge bringing out various activities, availability of materials at site and programme of construction commensurate with the completion period allowed in the Contract which shall be the basis for monitoring and form part of Contract.
- 7.3 The programme shall indicate the mile stones/important achievements.
- 7.4 The contractor shall submit progress reports as desired by the Engineer/Engineer-in-Charge.

PROGRESS

- 7.5 The Engineer/Engineer-in-Charge or any other person/persons authorised by the Owner/Corporation shall have access at all times to the works, work sites and all other places of work including manufacturers and suppliers relevant to the execution of works against this contract and the contractor shall afford every facility for and every assistance in or obtaining right to such access.

7.8 LIQUIDATED DAMAGES:

For delay in completion at any stage of work, NPCC shall recover compensation (as and by way of Liquidated damages & Penalty) @ 1% (One Percent) of the cost for every incomplete work per week of delay subject to a Maximum of 5% (Five percent) of the total cost. However, payment of such damages shall not relieve the contractor of his liabilities and obligations under this contract or completion of works contracted under this work order/contract.

7.9. DEFECT LIABILITY PERIOD:

Maintenance and defect liability period normally is 12 months unless otherwise specified from the actual date of completion or handing over whichever ever is later.

8. TIME EXTENSION:

Should the amount of extra or additional work of any kind or other special circumstances of any nature, whatsoever, which may occur, be such as fairly to entitle the contractor, to an extension of time for the completion of work, the Engineer shall determine the amount of such extension provided that the Engineer is not bound to take into account any extra or additional work or other special

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circumstances unless the contractor has within 28 days after such work has been commenced or such circumstances have arisen or as soon thereafter as is practicable delivered to the Engineer's representative full and detailed particulars of any claim to extension of time to which he may consider himself entitled in order that such claim may be examined by the Engineer-in-Charge at that time.

8.1 RESPONSIBILITIES & POWER:

- i) Contractor shall be responsible for following necessary labour rules for execution of works and for complying with all rules, regulations, returns, maintenance and production of necessary records to the relevant inspecting authorities.
- ii) Contractor shall be responsible for registration under EPF rules and to obtain necessary registration to be submitted to Engineer-in-charge. Contractor shall be responsible for submission of necessary deposits and furnishing returns to the respective authorities.
- iii) Contractor shall submit sales tax registration certificate.
- iv) Engineer-in-charge/Corporation/Owner shall have power to inspect works during execution at any time and shall have power to order removal of materials or work which are in his discretion not in accordance with the specification.
- v) Engineer-in-charge shall issue notice in writing for slow progress, bad workmanship and poor quality and decision of Engineer-in-charge on these matters is final and binding including termination of contract.
- vi) Engineer-in-charge shall issue notices for compliance of statutory requirements with regard to labour laws, workmen compensation Act, Sales Tax Registration etc. and in case of default on the part of the contractor, the Engineer-in-charge shall terminate the contract including imposition of penalties as may be applicable.

9. QUALITY ASSURANCE:

- 9.1 Contractor shall be responsible for quality of construction in accordance with the relevant IS codes and or latest CPWD Specifications.
- 9.2 All materials to be incorporated in the work under this contract shall be of best quality and make as approved by the Engineer-in-Charge/Corporation/Owner.
- 9.3 Contractor shall comply with the quality assurance and inspection requirements in accordance with the Corporation/Owners requirements.
- 9.4 Contractor shall be responsible for organizing all checks/tests to be carried out at various stages in accordance with the relevant codes/specifications of Owner/Corporation.
- 9.5 Contractor shall setup field laboratory at site within one month from the date of award of contract with requisite testing facilities as directed by the Engineer-in-Charge.

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- 9.6 Contractor shall depute a qualified quality control engineer/supervisor at the work site whenever necessary.
- 9.7 Any or all deviations, if any, found during execution regard to quality of material or work shall be referred to Engineer-in-Charge/Corporation and decision of Engineer-in-Charge shall be final and binding.
- 9.8 In case Engineer-in-Charge directs any third party inspection/testing of samples, the same shall be arranged by the Contractor at his own cost and such results shall be submitted to Engineer-in-Charge.
- 9.9 Contractor shall be responsible for submission of all quality assurance certificates along with respective bills.
- 9.10 Contractor shall submit to Engineer/Engineer-in-Charge necessary manufacturers/quality assurance certificates and guarantees for all the material to be incorporated in the works as directed by the Engineer-in-Charge.
- 9.11 All expenses/expenditure with regard to quality assurance as above or any other requirements in accordance with the relevant codes/specification as may be ordered by the Engineer/Engineer-in-Charge shall be to the contractor's account.

LABOUR RULES:

Contract Labour Rules:

10. In respect of all labour directly or indirectly employed on the works by the Contractor, the Contractor shall comply with and implement all the provisions of the Contract labour (Regulation and Abolition) Act, 1970, or any amendment thereof, and all legislations and rules of the State and/or Central Government or other local authority formed from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety of labour employed on the works and the Contractor shall be deemed to be the Principal Employer for this purpose. The rules and other statutory obligations with regard fair wages, welfare and safety measures, maintenance of register etc. will be to be part of the Contract. The Contractor will get himself registered the concerned statutory authorities as provided in the Act and shall be direct responsible to the authorities there under for compliance with the provisions there.
- 10.1 The Letter of Intent will stand cancelled if the contractor fails to uce a licence prescribed under Rules of Central Contract Labour (R&A) Rules. The contractor has also to maintain all records/register/return/cards under the Central contract Labour (R&A) Rules, such as
 - a) Register of workmen employed by contractor
 - b) Employment card
 - c) Muster Roll
 - d) Register of wages-cum-muster roll
 - e) Wage slip
 - f) Register of overtime
 - g) Submission of Return in

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No contractor shall execute or undertake any work through contract labour without a valid licence issued by the Licensing Officer in the rules of Central contract Labour (R&A) Rules. This implies that every engaged must apply for a licence under rules of Central contract labour (R & A) Rules 1970 and obtain a Licence under the said rules.

10.2 PROVISION OF MINIMUM WAGES ACT & PAYMENT OF WAGES :

1. The Contractor shall comply with the provisions of the Minimum Wages Act 1948, the Payment of Wages Act 1936 or any other rules made there under by the Central Government concerned in respect all employees by him or his sub-contractor directly or indirectly for the purpose of carrying out of works. In the event of retrenchment of workers by the Contractor or sub-contractor(s) employed by the contractor during execution or after completion of work, the retrenchment compensation and other benefits will be paid by the contractor to the workers as per the Industrial Dispute Act.
2. If in compliance with the terms of the contract, the contractor supplies any labour to be used wholly or partly under the direct orders and control of the Corporation whether in connection with any work being executed by contractor or otherwise for the purpose of the Corporation such labour shall, for the purpose of this clause, shall be deemed to be the persons employe he contractor.
3. If any money shall, as a result of any claim or application made under the said acts, be directed to be paid by the Corporation/Owner uch money shall be deemed to be money payable to the Corporation/Owner by the Contractor and/or failure by the Contractor to repay the Corporation/Owner, any money paid by the Corporation as aforesaid, within 7 days after the same shall have been demanded from the contractor, the Corporation shall be entitled to recover the same from any money due or accruing to the Contractor under this or any other contract with the Corporation, failing which such amount shall be considered as debt due from the Contractor to the Corporation.

4. REPORTING OF ACCIDENTS TO LABOUR:

The contractor shall be responsible for the safety of l workmen and employees engaged by him or by his sub-contractor(s) in connection with the contract work. All accidents at site are to be immediately reported to the concerned authorities. The Contractor shall be responsible for all such accidents and shall make arrangement to render all possible assistance and aid the victims of the accident.

5. PROVISION OF WORKMEN COMPENSATION ACT: :

The contractor shall be liable for in respect of any damages or compensation payable by law in respect of or in consequence of any or injury to any workmen or other person in the employment of the contractor or any sub-contractor and the contractor shall indemnify and keep indemnified the Corporation and Owner against all such damages and compensation and against

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all claims, demands, proceedings, costs, charges and expenses, whatsoever, in respect thereof or in relation thereto. The contractor shall at all times indemnify and keep indemnified the Corporation and Owner against all claims for compensation under the provisions of the Workmen's Compensation Act 1923 (VIII of 1923) or any other law for the time being in force by or in respect of any workmen employed by the contractor or his sub-contractor/agencies in carrying out the Contract and against all costs and expenses or penalties incurred by the Corporation/Owner in connection therewith. In every case in which by virtue of the provision of Section-12 sub-section(1) of the Workmen's Compensation Act 1923, the Corporation/Owner is obliged to pay compensation to a workmen employed by the contractor or his sub-contractor/agencies, the amount of compensation so paid and without prejudice to the rights of the Corporation shall be at liberty to recover such amount or any part thereof from the security deposit or from the sums due or to become due to the contractor (whether under this Contract or any other Contract). The Corporation/Owner shall not be bound to contest any claim made against him under Section-12, sub-section (i) of the said Act, except on the written request of the same or his sub-Contractor(s)/ agencies and upon their giving to the Corporation/Owner full security for all costs for which the Corporation/Owner might become liable in consequence of contesting such claims.

6. **LABOUR RETURNS :**

The contractor shall submit periodical (daily/monthly half-yearly) statement of labour employed by him in the Performa prescribed by the Engineer/Concerned labour authorities.

7. **PRESEVATION OF PEACE:**

The contractor shall take adequate precautions and endeavor to prevent any riotous or unlawful behavior by or amongst his workmen and/or others employed on the works by him and for the preservation of peace and protection of the inhabitants and security of the property at or in the neighborhood of the works/site. In the event of the Corporation/Owner requiring the maintenance of a special police force at or in the vicinity of the site during the tenure of the Contract in consequence of the riotous or unlawful behavior by or amongst the Contractor's workmen and/or others employed by him, all expenses thereof and costs of all damages due to such riotous or unlawful behavior shall be borne by the Contractor and if paid by the Corporation, shall be recoverable from the contractor from any money due or that may become due to the contractor. The decision of the Corporation/Owner in this regard shall be final and binding.

8. **PAYMENT OF WAGES**

- i. The contractors shall make regular and prompt payment of wages to the laborers engaged in the work and in no case shall the payment be delayed more than seven days following the period for which the wages are due. The contractor shall send a certificate to the Corporation to this effect every month. If it is found that workers are not paid regularly, the Contract is liable to be terminated.

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- ii. In case the contractor fails to make payment of wages within the prescribed period or make short payment, then the Corporation shall be liable to make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour employed by the contractor and recover the amount so paid from the contractor under any contract or as a debt payable by the contractor.
- iii. The Corporation shall have the right to enquire into and decide against any complaint alleging that the wages paid by the Contractor to any laborer for the work done by such laborer is less than the wages paid for similar work in the neighborhood.
- iv) As a number of contractors may be working at the same time in the erection of different part of the Project, there is need for pursuance of a coordinated policy in regard to employment, wages and other conditions of work. The contractor shall consult the Corporation on all such matters to arrive at mutually agreed settlement.

9. CONDITION OF SERVICE OF EMPLOYEES OF CONTRACTOR :

- i. The contractor/subcontractor shall abide by the provisions of Central Contract Labour (R&A) Rules 1970 regarding condition of service. No female shall be allowed to work in shifts except in general shift (Not before sunrise or after sunset).

ii. SANITARY ARRANGEMENTS :

The contractor shall comply with all sanitary rules in force and carry out all sanitary measures and permit inspection of all sanitary arrangements at all reasonable time by the Corporation/Owner.

10. INFECTIOUS DISEASE:

The Contractor shall employ such persons as are found to be free of contagious diseases and shall produce if required by the Engineer, certificate of fitness of all his or his sub-Contractor's employees working at site. The contractor shall, if required by the Engineer, subject all his employees to regular medical check up and produce satisfactory evidence of their being free from any contagious disease.

11. MEDICAL FACILITIES AT SITE:

The contractor shall provide first aid medical facility at the site as per rules in force in relation to the strength of the contractor's staff and workmen deployed at site.

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12. USE OF INTOXICANTS :

The use or sale of ardent spirits or other intoxicating beverages, upon the works or in any of the buildings, boarding houses, encampments her tenements owned, occupied by or within the control of the contractor or any of his employees or his Sub-Contractor is strictly forbidden and the contractor shall secure strict compliance.

13. AGE LIMIT OF LABOUR:

No child/adolescent shall be allowed to work in Corporation./Owners premises including the offices and canteen. The contractor shall not employ for purpose of the work, any person below the age of 15 years. The Engineer shall have the right not to allow any laborer whom he considers to be under aged to be employed by the Contractor. The contractor shall submit periodical statements of labour employed by him in the Performa prescribed by the Corporation.

14. PROVIDENT FUND:

- i. The contractor shall be solely responsible for timely renewal of registration deduction and contributions under the Employees Provident Fund and Family Pension Act, 1952 and the scheme made under as amended from time to time. He shall be solely responsible for the maintenance of records for payment of contributions and submission of returns in accordance with the said act and scheme.
- ii. In case the contractor fails to make payments under the above act and the scheme made hereunder and as amended from time to time, the Corporation reserves the right to make such payment on behalf of the Contractor on demand from the authorities under the act and recover the same from the payments due to the contractor. Further, the contractor shall indemnify and keep indemnified the Corporation/Owner against any loss or damage whatsoever that may be suffered by the Corporation/Owner as a result of any claims, damages, penalties for any failure, non-compliance on his part with the provisions of the aforesaid act and the scheme framed there under.
- iii. Every contractor shall within 7 days of the close of every month, submit to Engineer a statement showing the recoveries of contribution in respect of employees employed by or through him after depositing the contribution . of employees and employers with appropriate authority also furnish to Engineer such information which are required to be furnished by Corporation/owner as principal employer to the Commissioner. The Amount of contribution (employer's contribution as well as employees contribution in pursuance of any scheme and the employer's contribution in pursuance of insurance scheme) and any charges for meeting the cost of administering the fund paid/payable by the employer in respect of an employee by or through a contractor will be recovered by Corporation

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from the contractor either by deduction from any amount payable to the contractor under any contract. Notwithstanding any contract to the contrary no contractor shall be entitled to deduct employer's contribution or other administrative charges from the wages payable to an employee employed by or through him.

15. OBSERVANCE BY SUB-CONTRACTOR'S:

The contractor shall also be responsible for the observation of all the above clauses by his Sub-Contractor(s).

16. SAFETY AND SECURITY :

The contractor shall adopt adequate safety measure and use of protective clothing by all the workmen at site whether or not engaged in actual execution of work or supervision thereof as per requirement. The Contractor shall ensure that the workmen on site use safety belts, gloves, helmets, masks, etc. as are necessary for their safety.

17. The contractor shall be responsible for safety arrangements of all equipment used in connection with the execution of the work and shall ensure that only trained operators to man the equipment. Only tested equipment, tools, wires, ropes,. Etc. shall be used and shall periodically be tested to the satisfaction of the Corporation/Owner. All test certificates shall be made available to the Engineer at site as and when required by him.

18. The contractor shall, in connection with the execution of the work, ensure provision and maintenance at his own cost all lights, fencing with gates as necessary or required by the Corporation/Owner or by a duly constituted authority for the protection of work and/or for the safety and convenience of the public or others.

19. The Contractor shall take adequate safety precautions for prevention of accidents at site. The Contractor shall also ensure that their personnel observe the statutory safety rules and regulations as also those lay down by the Corporation from time to time.

20. The Contractor shall abide, by all security regulations at site promulgated by the statutory authority/Owner or Corporation from time to time. If required the Contractor shall provide identity badges to their personnel and workmen which may be properly displayed by them at site.

21. The contractor and his personnel/workmen shall be subjected to security check by Corporation/Owners own security force if engaged for the over-all protection of the Project.

22. All the safety and security clauses as above shall be observed by the Contractor at no extra cost.

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22 FORCE MEASURE

If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligations under the contract shall be prevented or delayed by reason of any war, hostilities, acts of public enemy, civil commotion, sabotages, fire, floods, explosions, epidemics, quarantine restrictions, or other Acts of God, strikes and legal lockouts (hereinafter referred to as 'Eventualities') then provided notice to the happening of any such eventualities is given by either party to the other within 15 days from the date of occurrence thereof neither party shall by reason of such eventualities be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such performance or delay in performance and deliveries under this contract shall be resumed as soon as practicable after such eventualities has come to an end or ceased to exist and the decision of the Corporation/Owner as to whether the deliveries/services have been so resumed shall be final and conclusive. Contractor shall himself handle all labour unrest situations and illegal strikes and lockouts arising from such situations shall not come under the purview of this clause.

Should one or both the parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of at least three months, the two parties should consult each other regarding the further implementation of the contract provided always that if no mutually satisfactory arrangement is arrived at within a period of one month, from the expiry of three months referred to above, the contract shall be deemed to have expired at the end of the said three months referred to above. The above mentioned expiry of the contract will imply that both parties have obligation to reach an agreement regarding the winding up and financial settlement of the Contract.

23. Determination of Contract owing to default of contractor:-

- (1) If the contractor should.....**
- (i) Becomes Bankrupt or insolvent, or
 - (ii) Make an arrangement with or assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
 - (iii) being a Company or Corporation, go into liquidation (other than voluntary liquidation for the purposes of amalgamation or reconstruction), or
 - (iv) have an execution levied on his goods or property on the works, or
 - (v) assign the contract or any part thereof otherwise than as provided in clause of these conditions, or
 - (vi) abandon the contract, or
 - (vii) persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
 - (viii) fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
 - (ix) fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected, or

performance guarantee submitted as per clause 29 of General information regarding submission of Tender, (iv) to recover from the Contractor the cost of carrying out the work in excess of the sum which would have been payable according to the certificate of the Engineer to the Contractor if the works had been carried out by the contractor under the terms of the contract, such certificate being final and binding upon the contractor, Provided, however, that such recovery shall be made only when the cost incurred in excess is more than the security deposit proposed to be forfeited and shall be limited to the amount by which the cost incurred in excess exceeds the security deposit proposed to be forfeited. The amounts thus to be forfeited or recovered may be deducted from any moneys then due or which at any time thereafter may become due to the Contractor by the N.P.C.C. Ltd. under this or any other Contract or otherwise.

Then and in any of the said cases, the Engineer on behalf of the Corporation may serve the Contractor with a notice in writing to that effect and if the Contractor does not exercise the non-exercise thereof shall not constitute a waiver of any conditions thereof and such powers shall not withstanding be exercisable in the default in so far as the same is capable of being made good and carry on the work or comply with such direction as aforesaid by the contractor which his liability for past and future shall remain unaffected.

Provided always that in any case in which any of powers conferred upon the Corporation hereof shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any conditions thereof and such powers shall not withstanding be exercisable in the default in so far as the same is capable of being made good and carry on the work or comply with such direction as aforesaid by the contractor which his liability for past and future shall remain unaffected.

48 hours notice in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and adopt either or both of the following courses:-

- (x) to carry out the whole or part of the work from which the contractor has been removed by the employment of the required labour and materials, the costs of which shall include lead lift, freight, supervision and all incidental charges.
- (y) to measure up the whole or part of the work from which the contractor has been removed and to get it completed by another contractor, the manner and method in which such work is completed shall be in the entire discretion of the Engineer whose decision shall be final.

and in both cases (x) and (y) mentioned above, the Corporation shall be entitled to forfeit (i) the whole or such portion of the Security deposit as it may consider fit, (ii) the additional performance guarantee for the difference amount submitted as per clause 30 of General information regarding submission of Tender, (iii) the performance guarantee submitted as per clause 29 of General information

damages for delay in completion (if any) and all other expenses incurred by the Corporation have been ascertained and the amount fixed by the Engineer. The contractor shall then be entitled to receive only such sum or sums (if any) as the Engineer may certify would have been due to him upon due completion by him after deducting the said amount, but if such amount shall exceed the sum which would have been payable to the Contractor, then the contractor shall upon demand pay the Corporation, the amount of such excess and it shall be deemed a debt due by the Contractor to the Corporation and shall be recoverable accordingly.

- (2) **Right of the Corporation after rescission of contract to default of Contractor.** - In the event of any or several of the courses, referred to in sub-clause (1) of this clause, being adopted, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered in to any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work there to or actually performed under the contract unless and whatsoever arising out of or in connection with the contract, whether during the progress of the contract or after its completion and whether before or after the determination of the contract shall be referred by the contractor to NPCC and NPCC shall within 120 days after receipt of the contractor's representation make and notify decisions on all matters referred by the contractor in writing provided possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for use and employment thereof or for wear and tear or destruction thereof.

24. **SETTLEMENT OF DISPUTES:**

- a) **Matters finally determined by NPCC:** All disputes and differences of any kind for any work there to or actually performed under the contract unless and whatsoever arising out of or in connection with the contract, whether during the progress of the contract or after its completion and whether before or after the determination of the contract shall be referred by the contractor to NPCC and NPCC shall within 120 days after receipt of the contractor's representation make and notify decisions on all matters referred by the contractor in writing provided possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for use and employment thereof or for wear and tear or destruction thereof.

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- (c) The Engineer shall as soon as may be practicable after removal of the Contractor fix and determined ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the contractor in respect of the work then actually done by him under the contract and what was the value of any unused materials, any constructional plant and any temporary works upon the site.
- (d) The Corporation shall not be liable to pay to the Contractor any moneys on account of the contract until the expiration of the period of maintenance and thereafter until the costs of completion and maintenance, damages for delay in completion (if any) and all other expenses incurred



that matters for which provision has been made in process 2.7, 2.17, 3.4, 4, 5, 7.5, 7.8, 8.1, 9.7, 10.2(1 to 22) of General terms and conditions of the contract and /or clause 10,16,17,18,19,20,22,28,31 of special conditions of the contract and/or of clause 4 of additional special conditions shall be deemed as “Excepted Matter” and decisions of the corporation’s authority there upon shall be final and binding on the contractor provided further that “Excepted Matters” shall stand specifically excluded from the preview of the Arbitration Clause and not be referred to Arbitration.

- c) **Obligation during pendency of Arbitration:-** Work under the contract shall, unless otherwise directed by the E.I.C., Continue during the Arbitration proceeding and no payment due or payable by NPCC shall be with held on account of such proceedings, provided, however it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings except where otherwise provided in the contract.
- d) In the event of any dispute or difference between the parties hereto as to operation of the contract or respective rights and liabilities of the parties on any matter in question, dispute ,or difference on any account or as to the withholding by the corporation of any certificate to which the contractor may claim to be entitled or if the corporation fails to make a decision with in 120 days then and in any such case but except in any of the “excepted matters” referred as above of these conditions, the contractor after 120 days but with in 180 days of presenting his final claim on disputed matters, shall demand in writing that the dispute or difference be to referred to arbitration.

The Chairman and Managing Director of National Projects Construction Corporation Limited acting as such at the time of dispute shall appoint and refer the dispute to the Sole Arbitrator. It will be no objection to any such appointment that the arbitrator so appointed is Corporation Office that he had to deal with the matters to which the contract relates and that in the of his duties as Corporation Officer he had expressed views in all/ or any of the matters in dispute or difference. The Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to for any reason, the Managing Director or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract, such person shall be entitled to proceed with the reference from the stage at which left by his predecessor. It is also a term of this contract that no person other than a person appointed by Managing Director as aforesaid should act as arbitrator and, if for any reason, that is not possible, the matter is not to be referred to arbitration at all. The arbitrator may from time to time with the consent of the parties, enlarge the time, for making and publishing the award.

- E) The arbitral award shall state item wise, the sum and reasons upon which is based.
- a. Where the Arbitral Award is for the payment of Money, interest shall be payable on all or any part of the money for any period l the date on which the award is made.

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- b. Subject to the provisions of the arbitration and conciliation act 1996 and rules there under any statutory modification there of shall apply to the arbitration proceedings under this clause.

SPECIAL CONDITIONS OF CONTRACT

1. Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Addl. Special conditions, Specifications of work, drawing and any other document forming part of this contract wherever the context so requires.
2. Notwithstanding the sub divisions of the document into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
3. Where any portion of the Special Conditions of Contract is repugnant to or at variance with any provisions of the General Conditions of Contract then unless a different intention appears, the provision of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract only to the extent such repugnancies or variations in Special Conditions of Contract as are not possible of being reconciled with provisions of General Conditions of Contract.
4. The materials, design and workmanship shall satisfy the applicable standards, specifications and latest codes. Where the Technical ications stipulate requirements of the Owner in addition to those contained in the Standard Codes and Specifications, those additional requirements shall also be satisfied.
5. Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his own cost and the Contract Price shall be deemed to have included cost of such performances and provisions, so mentioned.
6. Rates are firm. No escalation on whatsoever grounds shall be payable.
7. **Time of completion :**
The work shall be executed strictly as per time schedule given as part of this bid document/notice inviting tenders/instructions to tenderers.
8. Income Tax at the prevailing rate as applicable from time to time shall be deducted from Contractors bills as per Income Tax Act, and quoted Rates shall be deemed to include this.
9. The entire work as per Scope of Work covered under this contract shall be treated as “Works Contract”. The prices of the BOQ shall include incidence of Works Contract Tax/Turnover Tax.

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10. Contractor shall be responsible for proper coordination with other agencies operating at the site of work so that work may be carried out concurrently without any hindrance. The Engineer-in-Charge shall resolve disputes, if any, in this regard, and his decision shall be final and binding.
11. Before commencement of work, Contractor shall obtain a licence from concerned authorities under the Contract Labour (Abolition and Regulation) Act 1970 and furnish copy of the same to the Engineer.
11. It should be noted that the subject contract could be terminated at the discretion of Engineer-in-charge unless following requirements are fulfilled :
 - a) Obtained Labour licence under Contract Labour (Abolition and Regulation) Act, 1970.(if required)
 - b) P.F. Registration Number allotted to them by RPFC.
12. If the certificate and the challan/receipt referred above are not furnished, Finance & Accounts Deptt. of NPCC will deduct suitable amount from the Contractor's bill and retained deposits may only be refunded to the contractor on production of the Challan/receipt.
13. No secured advance and Mobilisation is admissible.
14. No other advances are admissible unless specified.
16. The rates of BOQ shall hold good for any variations (increase/decrease) either in contract value or individual items. No compensation is payable on this account for any variations unless admitted by the Owner.
17. Contractor shall have to arrange and maintain power, construction water, approaches and land for construction of their temporary office and accommodation for execution of work contracted. Corporation is neither responsible for arranging these facilities nor will compensate the expenditure. Rates are inclusive of all these facilities.
18. All expenses towards mobilisation at site and demobilisation including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
19. It shall be entirely the contractor's responsibility to provide, operate and maintain all necessary construction equipments, scaffoldings and safety gadgets, lead and lifts, tools and appliances to perform the work in a workmanlike and efficient manner and complete all the jobs as per time schedule.

Signature of Contractor

NPCC Ltd



20. All borrow areas for procuring earth or quarries for aggregate or sand etc. should be arranged by the contractor. No payment towards royalties, right of way etc. shall be payable. Rates quoted for relevant items should include such costs.

DRAWINGS AND DOCUMENTS:

21. Drawings accompanying the tender document are of indicative nature and issued for tendering purpose only. Purpose of these drawings is to enable the Tenderer to make an offer in line with the requirements of the Owner.
22. No extra claim whatsoever, shall be entertained for variation in the “Approved for Construction” and “Tender drawings” regarding any changes/units. Construction shall be as per drawings/specifications issued/approved by Engineer-in-Charge during the course of execution of work. Quoted rates be deemed to include cost of preparation and submission of fabrication drawings as specified elsewhere in the tender document for review and approval of Engineer/in/Charge. It is however clearly agreed by the contractor that review and approval of the drawings by Engineer/in/Charge shall not absolve the contractor of his responsibility to carry out the work as per specifications.
23. Contractor shall observe all Codes specified in respect of specification, all national and local laws, ordinances, rules and regulat and requirements pertaining to the work and shall be responsible for any extra costs arising from violations of the same.
24. Contractor shall have at all times during the performance of the work, a competent superintendent on the premises. Any instruction given to such superintendent shall be construed as having been given to the Contractor.
25. The Contractor shall without prejudice to his overall ity to execute and complete the work as per specifications and time schedule, progressively deploy adequate number of equipments, tools and tackles and augment the same as decided by the Engineer-in-Charge depending on the exigencies of the work so as to suit the construction schedule and complete the works within the contracted time schedule without any additional cost to Corporation.
26. The contractor shall without prejudice to his overall responsibility to execute and complete the works as per specifications and time schedule progressively deploy adequate qualified and experienced personnel together skilled/unskilled manpower and augment the same as decided by Engineer-in-Charge depending on the exigencies of work to suit the construction schedule without any additional cost to Corporation.

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27. Contractor shall engage specialised agencies/ manufacturers/Licensed sub-contractors/PRWs for execution of specialised works such as anti termite treatment, electrical, waterproofing, Public Health, Waster supply, Fire alarms and fire fighting, structural works and such other specialised works and submit necessary guarantee, statutory testing and certification from the statutory enforcing authorities.
28. Corporation/Owner/EIC reserves their right to execute additional works/extra works, during the execution of work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the contractor. In the event of such decisions taken by Engineer-in-charge, contractor is required to extend necessary cooperation, and act as per the instructions of Engineer-in-Charge.
29. All tests either on the field or outside laboratories the execution of the work and supply of materials by the contractor shall be carried out by contractor at his own cost as directed by Engineer-in-charge.
30. The Contractor shall provide for purposes of inspection access ladders, lighting and necessary instruments at his own cost for inspection of work.
31. Any work not conforming to the execution drawings, specifications or codes shall be rejected forthwith and the contractor shall carry out the rectifications at his own cost.
32. Inspection and acceptance of the work shall not relieve the contractor from any of his responsibilities under this contract.
33. After completion of all tests as per specification the whole work will be subject to a final inspection to ensure that job has been completed as per requirement. If any defects noticed in the work are attributable to Contractor, these shall be attended by the Contractor at his own cost as and when they are brought to his notice by the Corporation/Owner. The Engineer shall have the right to have these defects rectified at the risk and cost of the contractor if he fails to attend to these defects immediately.

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ADDITIONAL SPECIAL CONDITIONS

1. The contract is for performance of the work in accordance with scope detailed in GCC/ Special. Conditions/ these Addl. Special conditions.
2. Any other deviations/stipulations explicit or implicit in the bid proposal except specifically agreed in this work order/Agreement are deemed withdrawn and shall have no liability to NPCC.
3. Unless otherwise specified in the various documents forming a part of the contract, all items of works shall be executed in accordance with direction of EIC/ latest CPWD specification and/or IS codes of practice the case may be and the instructions of Engineer-in-charge.
4. All incidental items of work not shown or specified but reasonably implied as necessary for successful completion of the work shall be deemed to be included in the scope of work at no extra cost to the Employer.
5. Several documents forming part of contract are taken as mutually explanatory to one another, detailed drawing being allowed in preference to specifications and special conditions in preference to General conditions and Addl. Special conditions to special conditions.
6. Agency shall complete work in all respect with proper accuracy, speed, promptness, quality of workmanship and conformity with field quality plan for civil works as per the directions of Engineer-in-charge.
7. **Estimated Value**
Refer Page No: 3.
8. **Time Schedule**
 - 8.1 Time shall be the essence of contract as several other works which are directly or indirectly dependant on this work has bearing on timely completion of work against this contract/ work order.
 - 8.2 The date of start for this contract will be reckoned from 7th day of issue of LOI. Work is to be completed and handed over within the completion schedule indicated in work order / as above.
 - 8.3 In case of delay in execution of the project on no valid grounds acceptable to the Owner, agency shall compensate NPCC for additional expenditure for extended period of contract towards NPCC's establishment cost. is will be in addition to contractual penalty levied by client, if any.

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NPCC Ltd



- 8.4 Work shall be executed in accordance with the programme agreed governed under relevant clauses of this contract failing which agency shall bear all penalties such as forfeiture of EMD, S.D. etc. if invoked. NPCC shall stand indemnified against such provisions invoked by the Owner consequent to failure of the agency to adhere to the agreed programme and time schedule for completion.
9. **E.M.D.**
EMD as applicable shall be deposited.
10. **Performance Guarantee:**
Contractor shall provide 2.5% irrevocable performance bond valid till defect liability period in the form of DD in favour of NPCC payable at Bhubaneswar or in the form of FDR duly pledged to NPCC Bhubaneswar from any Nationalised Bank of equivalent value.
11. **Labour laws & contractor's liability:**
- 11.1 Agency shall obtain labour licence as applicable to contract labour under Contract Labour (R&A) Act issued by competent authority of Labor department of Govt. of India under relevant Act /Agreement/ Work order and submit the same to Engineer-in-charge.
- 11.2 Agency shall be responsible for due compliance of all rules and regulations of Contract Labour Act and Workman compensation Act.
- 11.3 Agency shall meet all statutory and legal obligations in case of contract labour engaged by them. Agency will indemnify the Corporation/Owner for any liability arising out of the non-observance of all the statutory rules and regulations.
- 11.4 Agency shall submit the EPF Registration Certificate before releasing of any payment.
- 11.5 Deposit challans for EPF shall be submitted month-wise before releasing any payment.
- 11.6 Agency's final bill payment shall be released only on obtaining and furnishing a "No dues Certificate" from EPF Commissioner in proof of having completed the statutory requirements under Employees Provident Fund and Misc. Provisions Act, 1952.
12. **Quality Assurance Programme**

Agency shall comply with the quality assurance and inspection requirements as mentioned in GCC & SCC.
13. The specifications etc. applicable between the Corporation and the Owner shall be applicable between the contractor and NPCC unless specially mentioned with regard to the deviations, if any.

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Specifications of Steel and Cement:

- 1) **Reinforcement Steel:** FE415/ FE500 as per IS1786/1985.
 (SAIL, RINL, TISCO)
- 2) **Structural Steel:** Confirming to IS 2062.
 (SAIL, RINL, TISCO)
- 3) **Cement:** OPC – 43 as per IS 8112:1989.
 (Zuari/Ultratech/Rasi/Century/Grasim.)
- 4) **Bitumen** As specified by EIC.

Signature of Contractor

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Scheduled Banks in India (Public Sector)

- 1) State Bank of India
- 2) State Bank of Bikaner and Jaipur
- 3) State Bank of Hyderabad
- 4) State Bank of Indore
- 5) State Bank of Mysore
- 6) State Bank of Saurashtra
- 7) State bank of Travancore
- 8) Andhra Bank
- 9) Allahabad Bank
- 10) Bank of Baroda
- 11) Bank of India
- 12) Bank of Maharashtra
- 13) Canara Bank
- 14) Central Bank of India
- 15) Corporation Bank
- 16) Dena Bank
- 17) Indian Overseas Bank
- 18) Indian Bank
- 19) Oriental Bank of Commerce
- 20) Punjab National Bank
- 21) Punjab and Sind Bank
- 22) Syndicate Bank
- 23) Union Bank of India
- 24) United Bank of India
- 25) UCO Bank
- 26) Vijaya Bank

Scheduled Banks in India (Private Sector)

- 1) ING Vysya Bank Ltd.
- 2) Axis Bank Ltd.
- 3) ICICI Bank Ltd
- 4) HDFC Bank Ltd.
- 5) IDBI Bank Ltd.

NPCC Ltd

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