

**NATIONAL PROJECTS CONSTRUCTION CORPORATION  
LIMITED**

(A Govt. of India Enterprise)

**ISO 9001:2000**

**UP ZONE, CAMP OFFICE: WA-68, SECTOR-135, NOIDA  
DISTT. GAUTAM BUDH NAGAR (UP)**

**[www.npcc.gov.in](http://www.npcc.gov.in)**



# **TENDER FOR**

**Annual Repair & Maintenance Works (Civil & Electrical) of Hospital building including all Residential Buildings & Premises, External Services under ESI Hospital Complex, Pandey Pur, Varanasi, (UP).**



**NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED  
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**UP ZONE, CAMP OFFICE: WA-68, SECTOR-135, NOIDA  
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**Tender for Execution of Annual Repair & Maintenance Works (Civil & Electrical) of Hospital building including all Residential Buildings & Premises, External Services under ESI Hospital Complex, Pandey Pur, Varanasi, (UP).**

**VOLUME: I**

- 1) NIT
- 2) Detailed Notice Inviting Tender
- 3) Qualifying Documents
- 4) General Condition of Contract
- 5) Special Condition of Contract



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**UP ZONE, CAMP OFFICE: WA-68, SECTOR-135, NOIDA  
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**Tender for Execution of Annual Repair & Maintenance Works (Civil & Electrical) of Hospital building including all Residential Buildings & Premises, External Services under ESI Hospital Complex, Pandey Pur, Varanasi, (UP).**

**VOLUME: I**

**1) NOTICE INVITING TENDER**

**NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED**  
(A Govt. of India Enterprise)

**U.P.ZONAL OFFICE**

**CAMP: WA-68, SECTOR-135, NOIDA (UP), DISTT: GAUTAM BUDH NAGAR**

**NOTICE INVITING TENDER**

Ref. No: UPZ/Tender/ESI Hosp./Varanasi / 407

Dated: 19th.Sept.' 2012

National Projects Construction Corporation Limited (NPCC) invites Percentage/Item Rate sealed tenders in two (2) envelope system (One envelope for EMD & technical bid, and Second is financial bid) from the experienced and resourceful agencies for executing **“Annual Repair & Maintenance Works (Civil & Electrical) of Hospital building including all Residential Buildings & Premises, External Services under ESI Hospital Complex, Pandey Pur, Varanasi, (UP)”** as detailed below:

S. No	Name of Work	Brief description of work
1	Tender for Execution of Annual Repair & Maintenance Works (Civil & Electrical) of Hospital building including all Residential Buildings & Premises, External Services under ESI Hospital Complex, Pandey Pur Varanasi, (UP).	Day to day Repair & Maintenance of Civil & Electrical works like Plumbing & Sanitary, Sewerage, Roads, Drains, Transformer, HT/LT panel, cables, Street lights, all fittings & fixing including supply of skilled/unskilled manpower on daily wage (8hrs./day working) basis
2.	Completion time	12 months including rainy season
3.	Approx estimated cost	Rs. 65.00 lacs
4.	Earnest money to be deposited in the form of DD/FDR from any of the bank payable at Noida as per list annexed as Appendix-M with tender documents.	Rs. 01.30 (One Lac thirty Thousand only) and shall be valid for 90 days from the last day of submission of tender.
5.	Cost of Tender Document (Non refundable)	Rs. 2,000.00 (Two thousand only)
6.	Validity of Tender	90 days (Ninety days) from date of submission of tender.
7.	Sale of Tender documents on any working day	From 20/09/2012 to 28/09/2012.
8.	Submission of Tender	03.10.12 upto 14.00 hrs.
9.	Opening of Tender Bid	03.10.12 at 15.00 hrs.

- Separate envelopes should be super scribed as Technical Bid” and “Price Bid”.

Contd...P/2.

- Tenders without requisite EMD and not purchased from office shall be rejected out rightly.
- Date of opening of price bid shall be intimated only to the qualified agencies separately through e-mail/telephonically.

**PREQUALIFYING CRITERIA:**

The intending Bidder should fulfill the following minimum pre-qualifying criteria.

**1.0 Turnover:** Average Annual Financial turnover on repair and maintenance of Hospital Buildings shall not be less than 30 % of estimated cost of work during past 3 years ended 31<sup>st</sup> March of the previous financial year.

**2.0 Experience:** Bidder should have the experience of completion of similar works during last 5 years ending last day of month previous to the one in which tenders are invited should be either of the following. Experience with private sector must be supported with TDS (Form 16A) Certificate.

**Experience/Performance certificates issued from Private Agencies without TDS certificate will not be considered.**

a) One similar completed work of aggregate cost not less than the amount equal to 80 % of estimated cost of work.

[or]

b) Two similar completed works, costing not less than the amount equal to 50% of estimated cost of work.

[or]

c) Three similar completed works costing not less than the amount equal to 40% of estimated cost of work.

**3.0 Similar works mean:** Electrical and Civil works preferably Annual maintenance and repairs of Hospital premises including residential quarters and external services.

**4.0 Profitability:** The applicant should be a profit (net) making firm and should not have incurred any loss in the last 2 (two) financial years or any three out of last five years ending 31<sup>st</sup> March, 2012. It should be duly certified by Chartered Accountant.

**5.0 EPF Registration:** Bidder must have valid EPF and ESIC registration and to be submitted at the time of allotment of work.

**6.0 Joint Venture:** Joint Ventures are not permitted.

Contd...P/3.

**7.0** NPCC reserve the right to reject any or all applications without assigning any reason thereof.

**8.0 Instruction to Bidder:** The agency must have sufficient qualified & experienced Engineer and Supervisor to look after the works.

**9.0 Request for Tender document:** The application for issue of Tender Document is to be submitted along with the following documents without fail:-

1) Cost of Tender document as per NIT.

2) Performance certificate in support of experience of similar works as per Para 2.0 and 3.0 of NIT.

3) Details of Turn over for last 3 years duly certified by Chartered Accountant along with Profit and loss Statement of each financial year.

The issuance of tender document on the basis of above documents does not mean the agency has been technically qualified. Hence agencies/bidders are advised to submit all the relevant documents/credentials required in tender

Tender documents for the above works can be purchased from the **office of the Zonal Manager, NPCC Ltd., UP Zonal Office, Camp: WA-68, Sector-135, P.O-Maharishi Nagar, Near Wazid Pur Village, Noida Distt: Gautam Budh Nagar (UP)** on any working day from 20.09.2012 to 28.09.2012 between 11.00 A.M. to 4.00 P.M. on payment of Rs.2,000/- (Rupees Two Thousand only) (Non refundable) in the shape of DD in favour of NPCC Limited, payable at Noida along with the details stated in para 9.0 of NIT. Tender documents will not be sent by post or courier. Tender documents duly completed in all respect shall be received up to 14.00 Hrs. on 03.10.2012 and Technical bid shall be opened at 15.00 Hrs. on the same day at above venue. Documents received after the stipulated date & time are liable to be summarily rejected.

Tender documents can be seen at our official website [www.npcc.gov.in](http://www.npcc.gov.in) which is only for viewing not for quoting.

**Any corrigendum/addendum/errata in respect of the above tender shall be made available only at our official web site [www.npcc.gov.in](http://www.npcc.gov.in). No further press advertisement will be given. Hence prospective bidders are advised to visit NPCC web site regularly for above purpose.**

**ZONAL MANAGER (UP ZONE)**



**NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED  
(A GOVERNMENT OF INDIA ENTERPRISE)**

**UP ZONE, CAMP OFFICE: WA-68, SECTOR-135, NOIDA  
DISTT. GAUTAM BUDH NAGAR (UP)**

**Tender for Execution of Annual Repair & Maintenance Works (Civil & Electrical) of Hospital building including all Residential Buildings & Premises, External Services under ESI Hospital Complex, Pandey Pur, Varanasi, (UP).**

**VOLUME: I**

**2) DETAILED NOTICE INVITING TENDER**



**NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED  
(A GOVERNMENT OF INDIA ENTERPRISE)**

**UP ZONE, CAMP OFFICE: WA-68, SECTOR-135, NOIDA  
DISTT. GAUTAM BUDH NAGAR (UP)**

**Tender for Execution of Annual Repair & Maintenance Works (Civil & Electrical) of Hospital building including all Residential Buildings & Premises, External Services under ESI Hospital Complex, Pandey Pur, Varanasi, (UP).**

**VOLUME: I**

**3) QUALIFYING DOCUMENTS**



## Qualifying Criteria:

- 1.0 Turnover:** Average Annual Financial turnover on repair and maintenance of Hospital Buildings shall not be less than 30 % of estimated cost of work during past 3 years ended 31<sup>st</sup> March of the previous financial year.
- 2.0 Experience:** Bidder should have the experience of completion of similar works during last 5 years ending last day of month previous to the one in which tenders are invited should be either of the following. Experience with private sector must be supported with TDS (Form 16A) Certificate.  
**Experience/Performance certificates issued from Private Agencies without TDS certificate will not be considered.**
  - a) One similar completed work of aggregate cost not less than the amount equal to 80% of estimated cost. [or]
  - b) Two similar completed works, costing not less than the amount equal to 50 % of estimated cost. [or]
  - c) Three similar completed works costing not less than the amount equal to 40 % of estimated cost.
- 3.0 Similar works mean:** Electrical and Civil works preferably Annual maintenance and repairs of Hospital premises including residential quarters and external services.
- 4.0 Profitability:** The applicant should be a profit (net) making firm and should not have incurred any loss in the last 2 (two) financial years or any three out of last five years ending 31<sup>st</sup> March, 2012. It should be duly certified by Chartered Accountant.
- 5.0 EPF Registration:** Bidder must have valid EPF and ESIC registration and to be submitted at the time of allotment of work.
- 6.0 Joint Venture:** Joint Ventures are not permitted.
- 7.0** NPCC reserve the right to reject any or all applications without assigning any reason thereof.
- 8.0 Instruction to Bidder**
  - i) The applicant must have adequate organizational setup and reasonable presence in the work area or nearby as well as having sufficient number of experienced personnel, technical know-how, and infrastructure to complete the project well within time frame.
  - ii) The applicant must have minimum three years experience preferably working with Public Sector Enterprises / Government / Semi Government Organizations.
  - iii) NPCC is free to get documents verified and agency shall have no objection to it. In case if it is found at any stage that that the agency has made any false information will be disqualified and black listed.
- 9.0 Bid Capacity -**  
Agencies who meet the minimum qualification criteria will be qualified only if their available bid capacity  
N - Number of years prescribed for completion of the subject contract.  
A- Maximum value of works executed in any one year during last five years (up dated to the price level of current financial year with percentage as under)  
For Works executed in 2011-12 = Nil %  
For Works executed in 2010-11 = 5 % (Five Percent)  
For Works executed in 2009-10 = 10 % (Ten Percent)

For Works executed in 2008-09 = 15 % (Fifteen Percent)

B- Value at current price level of existing commitments and on going works to be completed in the next 'N' years.

**Note:** The Bidder shall furnish statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works.

#### 10.0 Other details -

- 10.1. Bidders are required to submit full bio-data giving details about their organization, experience, technical personnel & manpower available in their organization, Equipment holding, PF registration number from RPFC, Balance sheet and turnover details for last 3 years duly certified by CA, Litigation history etc. in order to assess their financial and technical capabilities etc. in the enclosed forms which will be kept confidential.
- 10.2. While deciding upon the technical qualification of applicant great emphasis will be given on the ability and competence of applicants to do good quality works within the specified time schedule and in close coordination with other agencies.
- 10.3. Each page of the documents shall be signed by power of attorney holder or authorized signatory. The documents shall be signed by person(s) on behalf of the organization having necessary authorization/power of attorney to do so (certified copies to be enclosed).
- 10.4. If the space in the proforma is in sufficient for furnishing full details, such information may be supplemented on separate sheets of paper, stating therein the part of the proforma and serial number. Separate sheets shall be used for each part. However, the format shall be as per proforma.
- 10.5. Applications containing false / incomplete and / or inadequate information are liable to be rejected. Also mere fulfillment of eligibility criteria does not guarantee for selection.
- 10.6. Clarification, if any required, may be obtained from the office of the **Zonal Manager, WA-68, Sector: 135, Noida, Distt: Gautam Budh Nagar-201304 (UP)**.
- 11.1 **The Envelope No.1 - Technical Bid with EMD** - will contain the EMD of **Rs 01.30 Lakhs** (Rupees One Lakhs thirty thousand only) in shape of DD/FDR in favour of NPCC Limited payable at Noida/ Delhi from any of the Bank and for BG as per list annexed as Appendix-M with tender documents and the unconditional acceptance letter on the letterhead in respect of the tender conditions as per proforma available in the tender document. The EMD shall be valid for 90 days from the date of submission of tender. The EMD in any other form shall not be accepted. Conditional tenders shall be treated as non-responsive and rejected.

**The Envelope No.2 - Price Bid** - will contain the unconditional Price Bid duly signed by authorized signatory.

All the two Envelopes shall be sealed separately and shall be marked /written respectively as "Technical Bid", & "Price Bid". These 2 sealed envelopes shall be submitted in an outer sealed envelope clearly mentioning the name of work for which the tender is offered.

The Envelope No.1 shall be opened on its due date & time first in presence of the bidders or their representatives who wish to be present. Conditional tenders will be summarily rejected.

The date of opening of envelope no.2, i.e. Price bid shall be intimated telephonically/fax/thru e-mail to the technically qualified bidders to depute their

representative. The Envelope No.2 shall be opened on intimated date & time in presence of the bidders or their representatives who wish to be present.

The rates are to be quoted both in words & figures in the BOQ enclosed. The rates in words shall supersede the rates in figures and shall be treated as the final rates quoted.

The envelope thus sealed shall be submitted at the place of submission of tender before the stipulated time and date fixed for receipt of tender. The tenders received on or after the stipulated time and date of tender receipt shall not be considered as well as the same shall be returned to the tenderer **UNOPENED**. NPCC shall not be responsible for any kind of communication delays whatsoever may be. Each and every envelope is to be addressed to the **ZONAL MANAGER (UP ZONE), WA-68, SECTOR: 135, NOIDA, DISTT: GAUTAM BUDH NAGAR-201304 (UP)**.

**12.0 EARNEST MONEY DEPOSIT:**

The agency has to submit the requisite EMD as mentioned in NIT. Tenders received without EMD will be treated as non-responsive and summarily rejected.

**13.0** NPCC reserves the right to reject any or all the tenders in part or full without assigning any reason whatsoever thereof. NPCC does not bind itself to accept the lowest tender. NPCC also reserves the right to split up the work among two or more agencies.

**14.0** Special care should be taken to write the rates and amounts in figures as well in words in such a way that any alteration is not possible. The total amount should be written both in figures and in words. In case of figures; the word 'Rs.' should be written before the figure of Rupees and word 'P' after the decimal figure e.g. Rs. 2.15p. Rs. 2.15 shall be written as Rupees two and fifteen paise only. Unless the rate/amount is in whole Rupees it should invariably be up to two decimal places. While quoting the rates in Bill of quantities, the word "only" should be written closely following the amount and it should not be written in the next line.

**15.0** In case of any discrepancy between the rates/percentage quoted in figures and words, then the rate/percentage quoted by the contractor in words shall be taken as correct.

**16.0 PERFORMANCE GUARANTEE:-**

Within 20 days from the date of issue of LOA/LOI, the tenderer shall submit Performance Guarantee amounting to **5% of the awarded value** of work in the form of **Demand Draft/FD/BG** in favour of **NPCC LTD from any Bank and as per list annexed as Appendix-M(for BG only)** of equivalent value for the due and proper execution of the contract. **The BG shall remain valid up to 90 days** after the end of Defects Liability Period. In case the Contractor fails to submit the Performance Guarantee of the requisite amount within the stipulated period or extended period, LOI will stand withdrawn and EMD of the Contractor shall be forfeited. No interest will be paid under any circumstances.

**17.0 SECURITY DEPOSIT:-**

The security deposit will be deducted from the successful contractor at the rate of 10% from the Gross value of each R/A bills till it reaches **5% of the contract value**. No interest will be paid on the Security Deposit under any circumstances. The total security deposit will be refunded only after completion/handed over of the work.

**18.0** Tenderer has to purchase the tender documents from the office, how ever the detailed NIT can be viewed at our website [www.npcc.gov.in](http://www.npcc.gov.in). which is only for viewing and not for quoting.

- 19.0 There will be no escalation on account of any increase in price index in the price of materials or labours, imposition of sales tax or enactment of any new law or imposition of levies etc. No price escalation shall be applicable even during the extended period for completing the works. No extra claim in this regard will be entertained.
- 20.0 NPCC reserves its right to accept or reject any or all tenders without assigning any reason thereof.
- 21.0 **Details of documents to be submitted: Following documents are to be submitted with Technical bid (Envelop No. 1) duly supported with credentials/certificates as directed in the respective proforma.**

S.No.	Details	Proforma No.	To be executed on
1.	Acceptance of Tender Conditions	PROFORMA- I	Tenderer's letter head
2.	Form of Tender	PROFORMA- II	Tenderer's letter head
3.	General Information	PROFORMA - III	
4.	Annual Turn Over For The Last Five Years	PROFORMA-IV	
5.	Details of the Similar Works Completed in Last Five Years	PROFORMA-V	
6.	Details of on-going/existing works	PROFORMA-VI	
7.	Past contractual performance	PROFORMA-VII	On Non-judicial stamp

**Zonal Manager, NPCC  
LIMITED,  
WA-68, Sector-135,  
NOIDA, DISTT: GAUTAM  
BUDH NAGAR-201304  
(UP)**



Tender for Execution of Annual Repair & Maintenance Works (Civil & Electrical) of Hospital building including all Residential Buildings & Premises, External Services under ESI Hospital Complex, Pandey Pur, Varanasi, (UP).

### **PROFORMA-I**

**The Zonal Manager (UP Zone),  
NPCC Limited,  
Camp: WA-68, Sec-135, Noida,  
Distt: Gautam Budh Nagar (UP)**

Sir

### **ACCEPTANCE OF TENDER CONDITIONS**

(On the letterhead of the Tenderer)

The tender documents for the work "**Execution of Annual Repair & Maintenance Works (Civil & Electrical) of Hospital building including all Residential Buildings & Premises, External Services under ESI Hospital Complex, Pandey Pur, Varanasi, (UP)**" been sold to me/us by National Project Construction Corporation Limited and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.

1. The contents of clause 2.2 and 2.3 of the Tender documents (Notice Inviting Tenders and Instructions to Tenderer) have been noted wherein it is clarified that after unconditionally accepting the tender condition in its entirety, it is not permissible to put any remark(s)/conditions(s) (except unconditional rebate on price, if any) in the tender enclosed in "Envelope-1 and the same has been followed in the present case. In case this provision of the tender is found violated at any time after opening of the Envelope-1, I/we agree that the tender shall be summarily rejected and NPCC shall, without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money absolutely.
2. The required earnest money for this work is enclosed herewith.
3. If I/we will not fulfill the minimum qualifying criteria of the tender I/we not lodge any claim for opening of envelope 3 of the tender.

Yours faithfully,

(Signature of the tenderer)

With rubber stamp

Dated : \_\_\_\_\_



Tender for Execution of Annual Repair & Maintenance Works (Civil & Electrical) of Hospital building including all Residential Buildings & Premises, External Services under ESI Hospital Complex, Pandey Pur, Varanasi, (UP).

## **PROFORMA- II**

### **FORM OF TENDER**

(On the letterhead of the Tenderer)

To  
**The Zonal Manager (UP Zone),  
NPCC Limited,  
Camp: WA-68, Sector-135, Noida,  
Distt: Gautam Budh Nagar (UP)**

1. I/We, \_\_\_\_\_ [Name and address of the Bidder] have read the various terms and conditions of the Bid documents together with Addendum no(s)/Errata no(s) attached here with duly signed by me/us and agree to abide by the same.
2. I/We hereby declare that we are aware of the site of work and have made ourselves fully conversant of the conditions therein and including the topography of area, soil strata at site of work, sources and availability of construction materials, rates of construction materials, water, electricity, all local taxes, royalties, octroi etc., availability of local labour (both skilled and unskilled), relevant labour rates and labour laws, the existing road and approaches to the site of work, requirements for further service roads / approaches to be constructed by me / us, the availability and rates of private land etc. that may be required by me / us for various purposes, climatic conditions, law and order situation and availability of working days.
3. I/We hereby tender for **"Execution of Annual Repair & Maintenance Works (Civil & Electrical) of Hospital building including all Residential Buildings & Premises, External Services under ESI Hospital Complex, Pandey Pur, Varanasi, (UP)"** as per tender documents within the time schedule of completion of work as per separately signed and accepted rates in the bill of quantities quoted by me/us for the whole work in the accordance with the Notice Inviting Tenders, conditions of Contract. Specifications of materials and workmanship, bill of quantities. Drawings, time schedule of completion of jobs and other documents and papers, all as in tender documents.
4. It has been explained to me/ us that the time stipulated for jobs and completion of works in all respects and in different stages mentioned in the "Time schedule for Completion of jobs and signed and accepted by me/us is the essence of the contract. I/We agree that in case of failure on my/our part to strictly observe the time of completion mentioned for jobs or any of them and the final completion of works in all respects according to the schedule set out in the said "Time Schedule for completion of stipulations contained in the contract the recovery being made as specified therein. In exceptional circumstances extensions of time which shall always being in writing way, however be granted by the NPCC at its entire discretion for some items and I/we agree that such extension of time will not be counted for the final completion of work as stipulated in the said "Time Schedule of Completion of jobs."
5. I/we agree to pay the earnest Money deposit, performance guarantee and Security Deposit and accept the terms and condition as laid down in the memorandum below in this respect.

### **MEMORANDUM**

1. General description/Name of work: Annual Repair and Maintenance (Civil & Electrical) of Hospital building including all Residential Buildings & Premises, External Services under ESI Hospital Complex Pandey Pur, Varanasi, (UP).



Tender for Execution of Annual Repair & Maintenance Works (Civil & Electrical) of Hospital building including all Residential Buildings & Premises, External Services under ESI Hospital Complex, Pandey Pur, Varanasi, (UP).

- |       |                             |  |
|-------|-----------------------------|--|
| i)    | Type of Tender              | Percentage/Item Rates Tender   |
| ii)   | Earnest Money Deposit       | Rs. 1.30 Lakhs   |
| iii)  | Performance Guarantee       | 5% of contract value to be submitted within 20 days from the date of issue of LOI.   |
| iv)   | Estimated Cost              | Rs. 65.00 Lakhs  |
| v)    | Security Deposit            | To be deducted @ 10% (Ten percent) from the Gross value of each R.A. bill and will be restricted up to 5% of the contract value.       |
| vi)   | Mobilization Advance        | Deleted  |
| vii)  | Time allowed for starting   | Date of commencement shall be reckoned as the 10 <sup>th</sup> day of date of issue of letter of intent/acceptance whichever is later. |
| viii) | Time for completion of work | Total works is to be completed within a period of 12 months including monsoon period.  |
2. Should this tender be accepted, I/We agree to abide by and fulfill all terms and conditions referred to above and in default thereof, to forfeit, and pay NPCC or its successors or its authorized nominees such sums of money as are stipulated in the notice inviting tender documents.
3. If I/We fail to commence the work immediately on issue of LOI, or I/We fail to submit the performance guarantee as per Clause 09 of General conditions of contract I/We agree that NPCC shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money deposited with NPCC besides any other action as per terms of registration with NPCC. The NPCC shall also be at liberty to cancel the notice of acceptance of tender if we fail to deposit the performance guarantee as contained elsewhere in the tender documents.
4. I/We are also enclosing herewith the Acceptance letter on the prescribed pro-forma as referred to in condition of NIT.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

SIGNATURE OF TENDERER  
NAME IN CAPITAL LETTERS \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE & FAX NO. \_\_\_\_\_

SEAL OF TENDERER

WITNESS:

1) Name.....

OCCUPATION\_\_\_\_\_

2) .....

### **PROFORMA - III**

#### **General Information**

All firms participating in this Bid are requested to complete the information in this form.

1	Name of Bidder	
2	Head Office Address	
3	Address on which Correspondence should be done	
	Tel. No	
	Mobile no.	
	Fax No	
	E-mail address	
4	Place of incorporation/registration	
5	Constitution of bidder	
i)	Specify, if the bidder is	
	a) An individual	
	b) A proprietary firm	
	c) A firm in partnership	
	d) A Limited Company or Corporation	
	e) A group of firms / joint venture (if yes, give complete information in respect of each member)	
ii)	Attach a copy of Proprietorship or Partnership Deed or Article of Association or Incorporation of Company or JV Agreement as the case may be	
6	Bank solvency	
7	Turn Over for the years given below	
	2006-07	
	2007-08	
	2008-09	
	2009-10	
	2010-11	
	2011-12(may be tentative)	
8	Give particulars of registration with Govt./Semi Govt./Public Sector Undertakings/Local Bodies.	
9.	Other details: <b>(Copies to be enclosed)</b>	
	a) ESI and EPF No. valid up to:	
	b) Sales Tax No. valid up to	
	c) Clearance of sales Tax up to	
	d) PAN No.	
	e) Service tax registration No.	

Note: Use separate sheets for providing more information if any.

**Date & Place**

**Signature & seal of the applicant**



**PROFORMA-IV**

Date: \_\_\_\_\_

**ANNUAL TURNOVERS FOR THE LAST FIVE YEARS**

S. No.	Year	Turnover from Engineering construction works (In Rs lacs )	Profit / Loss (In Rs lacs )	Remarks
1	2011-2012 (may be tentative)			
2	2010-2011			
3	2009-2010			
4	2008-2009			
5	2007-2008			
6	2006-2007			

Note:

- The bidder shall submit the attested copies of the audited balance sheets along with Profit and loss statements and Auditors report and schedules duly certified by the bidder and Chartered Accountant. Certificate from the Chartered Accountant, wherever the Annual Turnover is Certified for the relevant financial year in which the minimum criteria of Annual Turnover is satisfied should also be submitted.

Date & Place

Signature & seal of the applicant

**PROFORMA-V**

**DETAILS OF THE SIMILAR WORKS COMPLETED IN LAST FIVE YEARS**

Sl. No.	Descrip- tion of the Work with Contract No.	Name and address of the Employer with Contract No.	Date of award	Stipulated date of completion	Date of actual completion	Value of completed work (In Rs lacs)	Reasons for delays, penalty if any	Any other relevant information
1								
2								
3								
4								
5								

Note:

- The Bidder shall submit the attested Copies of the Completion Certificates from the Client.  
The value of work executed should be inclusive of the value of free supply items.

Date & Place

Signature & seal of the applicant

### **PROFORMA-VI**

#### **DETAILS OF ON-GOING/EXISTING WORKS**

S. No.	Description of the Work with Contract No.	Name and address of the Employer	Date of award	Stipulated date of completion	Value of work as per order (In Rs. lacs )	Value of work completed so far (In Rs. lacs )	Anticipated date of completion of work	Any other relevant information
1								
2								
3								

Note:-

The copies of certificates of ongoing-awarded works issued by the owner shall be attached. Only those works shall be considered for evaluation for which copies of the certificates issued by the owner are attached.

**Date & Place**

**Signature & seal of the applicant**

### **PROFORMA – VII**

#### **PAST CONTRACTUAL PERFORMANCE**

(Affidavit on non-judicial stamp paper of Rs 10/- duly attested by Notary/Magistrate)

This is to certify that We, M/s \_\_\_\_\_ [Name of the Bidder with address], in submission of the Bid,  
\_\_\_\_\_ [Name of Bid with Bid no.]

- i) have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements;
- ii) do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.;
- iii) have never been banned by any Central/State Govt. Departments/Public Sector Undertakings or Enterprises of Central/State Govt. ;
- iv) have submitted all the supporting documents and furnished the relevant details as per the prescribed format.; and
- v) have submitted all the information and the requisite documents with the Bid and further certify that we are fully responsible for the correctness of the information and documents submitted by us.

SIGNATURE OF THE BIDDER

SEAL

**Note:**

Exceptions of the above, if any, shall be clearly mentioned with details by the bidder for evaluation/consideration if any.



**NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED  
(A GOVERNMENT OF INDIA ENTERPRISE)**

**UP ZONE, CAMP OFFICE: WA-68, SECTOR-135, NOIDA  
DISTT. GAUTAM BUDH NAGAR (UP)**

**Tender for Execution of Annual Repair & Maintenance Works (Civil & Electrical) of Hospital building including all Residential Buildings & Premises, External Services under ESI Hospital Complex, Pandey Pur Varanasi, (UP).**

# **VOLUME: I**

## **4) GENERAL CONDITIONS OF CONTRACT**

**National Projects Construction Corporation Limited**  
(A Govt. of India Enterprise)

**GENERAL CONDITIONS OF CONTRACT**

**1.0 GENERAL**

The Contract means the documents forming the tender and acceptance thereof and the agreement executed between the competent person on behalf of NPCC 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-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

1.1 National Projects Construction Corporation Limited, hereinafter called 'NPCC' proposes to get the works executed as mentioned in the Contract on behalf of Owner/ Client.

1.2 The work will be executed as per drawings "GOOD FOR CONSTRUCTION" to be released by NPCC unless otherwise specified elsewhere in the tender documents.

1.3 In the contract, the following expressions shall, unless the context otherwise requires, have the meaning, hereby respectively assigned to them.

**1.4 DEFINITIONS**

- a) **ENGINEER-IN-CHARGE** means the PROJECT MANAGER of NPCC who shall supervise and be in-charge of the work from time to time.
- b) **WORKS OR WORK:** 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.
- c) **CONTRACTOR** means the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- d) **DRAWINGS** mean the drawings referred to in the Bill of Quantities, specifications and any modifications of such drawings or such other drawings as may from time to time be furnished or approved by NPCC.
- e) **SITE** means the lands and other places on, under, in or through which the works are to be executed or carried out and any other lands or places provided by NPCC or used for the purpose of the agreement.
- f) **APPROVAL** means approved in writing including subsequent written confirmation of previous verbal approval.
- g) **WRITING** means any manuscript typed, written or printed statement under or over signature and/or seal as the case may be.
- h) **MONTH** means English Calendar month 'Day' means a Calendar day of 24 Hrs each.
- i) **CONTRACT VALUE** means the sum for which the tender is accepted as per the letter of intent.
- j) **LANGUAGE:** All documents and correspondence in respect of this contract shall be in English Language.
- k) **BILL OF QUANTITIES** or **SCHEDULE OF QUANTITIES** means the priced and completed Bill of Quantities or Schedule of Quantities forming part of the tender.
- l) **OWNER** means ESIS HOSPITAL, Mathura Road, Near Central Jail at AGRA who has awarded the work to NPCC as implementing agency.
- m) **IMPLEMENTING/ EXECUTING AGENCY** means **National Projects Construction Corporation Limited (A Govt. of India Enterprise)** referred as NPCC who has been retained as implementing agency by **ESIS HOSPITAL, MATHURA ROAD, AGRA** for its Annual Repair & Maintenance Works(Civil & Electrical) at Agra.
- n) **TENDER** means the Contractor's priced offer to NPCC for the execution and completion of the work and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Intent or Award letter. The word TENDER is synonymous with Bid and the word TENDER DOCUMENTS with "Bidding Documents" or "offer documents".

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The headings in the clauses/ conditions of tender documents is for convenience only and shall not be used for interpretation of the clause/ condition.

Words imparting the singular meaning only also include the plurals and vice versa where the context requires. Words imparting persons or parties shall include firms, companies and other organizations having legal capacities.

## **2.0 SITE VISIT AND COLLECTING LOCAL INFORMATION**

Before tendering, the tenderer is advised to visit the site, its surroundings to assess and satisfy themselves about the local conditions such as the working and other constraints at site, approach to the site, availability of water & power supply, application of taxes, cess duties and levies as applicable, nature of ground, soil and sub-soil condition, underground water table level, accommodations they may require etc., river regime, river water levels, other details of river, streams & any other relevant information required by them to execute complete scope of work.

The tenderer may obtain all necessary information as to risks, weather conditions, contingencies & other circumstances (insurgencies etc.), which may influence or affect their tender prices. Tenderer shall be deemed to have considered site conditions whether

he has inspected it or not and to have satisfied himself in all respect before quoting his rate and no claim or extra charges whatsoever in this regard shall be entertained / payable by the NPCC at a later date.

### **2.1 ACCESS BY ROAD**

Contractor, if necessary, shall build temporary access roads to the actual site of construction for the works at his own cost to make the site accessible. The Contractor shall maintain the same in motorable condition at all the times as directed by Engineer-in-Charge at his own cost. The contractor shall be required to permit the use of any roads so constructed by him for vehicles of NPCC or any other agencies/ contractors who may be engaged on the project site, free of cost.

Non-availability of access roads or approach to site, for the use of the contractor shall in no case condone any delay in the execution of work nor be the cause for any claim for compensation.

### **2.2 HANDING OVER & CLEARING OF SITE**

2.2.1 The Contractor should note that area for construction may be made available in phases as per availability and in conjunction with pace of actual progress of work at site. The work may be required to be carried out in constrained situations. The work is to be carried out in such a way that the traffic, people movement, if any, is kept operative and nothing extra shall be payable to the contractor due to this phasing / sequencing of the work. The contractor is required to arrange the resources to complete the entire project within total stipulated time. Traffic diversion, if required, is to be done and maintained as per specification by the contractor at his own cost and the contractor shall not be entitled for any extra payment, whatsoever, in this regard.

2.2.2 The efforts will be made by the NPCC to handover the site to the Contractor free of encumbrances. However, in case of any delay in handing over of the site to the Contractor, the NPCC shall only consider suitable extension of time for the execution of the work. It should be clearly understood that NPCC shall not consider any revision in contract price or any other compensation whatsoever viz. towards idleness of Contractor's labour, equipment etc.

2.2.3 The Contractor shall be responsible for removal of all over-ground and under-ground structures (permanent, semi-permanent and temporary) and constructions from the site. The cost to be incurred in this regard shall be deemed to be included in the quoted rate of Bill of Quantities items and contractor shall not be entitled for any extra payment whatsoever, in this regard. The contractor, if required, shall demolish old structures on the proposed site, properly. The useful material obtained from demolition of structures & services shall be the property of the owner/NPCC and these materials shall be stacked in workmanship like at the place specified by the Engineer- in-charge.

2.2.4 If required, the contractor has to do site clearance, enabling work, barricading, diversion of Roads, shifting/ realignment of existing utility services, drains, nallahs etc. at his own cost as per direction of Engineer-in-charge and the contractor shall not be entitled for any extra payment whatsoever in this regard.

2.2.5 Necessary arrangements including its maintenance are to be made by the contractor for temporary diversion of flow of existing drain and road, as the case may be. The existing drain, road would be demolished, wherever required, with the progress of work under the scope of proposed project. The existing Road and Drain, which are not in the alignment of the said project but are affected and/ or need to be demolished during execution for smooth progress of the project, shall be rehabilitated to its original status and condition (including black topping) by the contractor at his own cost. The cost to be incurred by

contractor in these regards shall be deemed to be included in the quoted rates of the Bill of Quantities items and contractor shall not be entitled for any extra payment whatsoever, in these regards.

- 2.2.6 The Contractor shall be responsible to co-ordinate with service provider/ concerned authorities for cutting of trees, shifting of utilities and removal of encroachments etc. and making the site un-encumbered from the project construction area required for completion of work. This shall include initial and frequent follow up meetings/ actions/ discussions with each involved service provider/ concerned authorities. The contractor shall not be entitled for any additional compensation for delay in cutting of trees, shifting of utilities and removal of encroachments by the service provider/ concerned authorities.
- 2.2.7 The information about the public utilities (whether over ground or underground) like electrical/ telephone/ water supply lines, OFC Cables, open drain etc. is the responsibility of contractor to ascertain the utilities that are to be affected by the works through the site investigation and collection of information from the concerned utility owners.
- 2.2.8 The contractor shall be responsible to obtain necessary approval from the respective authorities for shifting/ re-alignment of existing public utilities. NPCC shall only assist the contractor for liaisoning in obtaining the approval from the concerned authorities. Take all measures reasonably required by the various bodies to protect their services and property during the progress of works. It shall be deemed to be the part of the contract and no extra payment shall be made to the contractor for the same. Shifting/ re-alignment of public utilities should be done without disturbing the existing one. New service lines should be laid and connected before dismantling the existing one. Re-alignment of public utilities should be done without disturbing the existing one. New service lines should be laid and connected before dismantling the existing one.
- 2.2.9 Shifting/ re-alignment of existing public utilities shall be done by the contractor as per technical requirement of respective bodies or as per direction of Engineer-in-Charge. Shifting/ re-alignment of public utilities include all materials, labours, tools and plants and any other expenses whatsoever for the same. The cost to be incurred in this regard shall be deemed to be included in his quoted rates of BOQ items and the contractor shall not be entitled for any extra payment, whatsoever, in this regard. In case any of these services are shifted by the State Govt/ local authorities themselves for which deposit as per their estimates is to be made to them, the contractor shall deposit the same and the contractor shall be paid only at the rates quoted by them in BOQ for quantity specified in the BOQ, if such items are included in the BOQ irrespective of amount paid by him to the State Govt./local authorities for execution of these works. In case such provision is not made in the BOQ or the quantity exceeds those specified in the BOQ, the same is deemed to be included in the rates quoted by him for other items in BOQ and nothing extra shall be payable to contractor on this account.

### **3.0 SCOPE OF WORK**

- 3.01 The scope of work covered in this tender shall be as per the Bill of Quantities, specifications, drawings, instructions, orders issued to the contractor from time to time during the work. The drawings for this work, which may be referred for tendering, provide general idea only about the work to be performed under the scope of this contract. These may not be the final drawings and may not indicate the full range of the work under the scope of this contract. Drawings released as "GOOD FOR CONSTRUCTION" from time to time by the Engineer-in-charge of NPCC and according be executed according to any additions/ modifications/ alterations/ deletions made from time to time, as required by any other drawings that would be issued to the contractor progressively during execution of work. It shall be the responsibility of the contractor to incorporate the changes that may be in this scope of work, envisaged at the time of tendering and as actually required to be executed.
- 3.2 The quantities of various items as entered in the "BILL OF QUANTITIES" are indicative only and may vary depending upon the actual requirement. The contractor shall be bound to carry out and complete the stipulated work irrespective of the variation in individual items specified in the bill of quantities.

### **4.0 VALIDITY OF TENDER**

The tender for the works shall remain open for acceptance for a period of **ninety** days from the date of opening of Price Bid of tenders. The earnest money will be forfeited without prejudice to any right or remedy, in case the contractor withdraws his tender during the validity period or in case he changes his offer to his benefits, which are not acceptable to NPCC. The validity period may be extended on mutual consent.

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## 5.0 ACCEPTANCE OF TENDER

The NPCC reserves to itself the authority to reject any or all the tenders received without assigning any reason. The acceptance of a tender shall be effective w.e.f. the date on which the telegram/ letter of intent of acceptance of the tender is put in the communication by the NPCC. NPCC also reserves the right to Split the work among two or more parties at lowest negotiated rate without assigning any reason thereof. The contractor is bound to accept the portion of work as offered by NPCC after split up at the quoted/- negotiated rates.

## 6.0 SET OF CONTRACT DOCUMENTS

### PART-I

1. Notice Inviting tender
2. Pre-qualification documents
3. General Conditions of contract
4. Special conditions and formats

### PART-II

5. BOQ/Schedule of Rates

## 7.0 EARNEST MONEY DEPOSIT

7.1 Earnest Money Deposit of amount as mentioned in "Memorandum to Form of Tender" required to be submitted along with the tender shall be in the form of Demand Draft/FDR payable at place as mentioned in "NIT/Instructions to Tenderer" in favour of NPCC Limited from any approved Bank of India as per list annexed as Appendix-M of GCC. The EMD shall be valid for minimum period of 90 days (Ninety Days) from last day of submission of Tender. The above EMD shall be submitted in separate sealed envelope along with "letter of acceptance (on letter head of the bidder)".

7.2 The Envelope No. 1 (**Technical Bid**) shall be opened first on its due date & time in presence of the bidders or their representatives who wish to be present. Conditional tenders will be summarily rejected. No claim what so ever on this account shall be entertained.

The date of opening of envelope no. 2, (**Price bid**) shall be intimated telephonically/thru e-mail to the technically qualified bidders only to depute their representative. The Envelope No. 2 shall be opened on intimated date & time in presence of the bidders or their representatives who wish to be present

7.3 The EMD of all unsuccessful tenderers will be returned within thirty (30) days of the Award of the Contract to successful bidder. EMD of successful tenderer shall be refunded after submission of Performance Guarantee by him.

7.4 Once the tenderer has given an unconditional acceptance to the tender conditions in its entirety, he is not permitted to put any remark(s)/conditions(s)(except unconditional rebate on price, if any) in/ along-with the tender.

7.5 In case the condition 7.4 mentioned above is found violated at any time after opening of tender, the tender shall be summarily rejected and NPCC shall, without prejudice to any other right or remedy, be at liberty to forfeit the full said Earnest Money absolutely.

7.6 No interest shall be payable by the NPCC on the said amount covered under EMD/Other security documents.

8.0 **MOBILISATION ADVANCE:** No mobilization advance whatsoever shall be payable.

9.0 **PERFORMANCE GUARANTEE:** Same as Clause No.11.0 of P.Q. (Pg.-6).

10.0 **SECURITY DEPOSIT:** Same as Clause No.12.0 of P.Q. (Pg.-6).

11.0 **MOBILISATION OF MEN, MATERIALS AND MACHINERY:**

11.1 All expenses towards mobilisation at site and de-mobilization including bringing in equipment, work force, materials, dismantling the equipments, clearing the site etc. shall be deemed to be included in prices quoted and no separate payment on account of such expenses shall be entertained.

11.2 It shall be the responsibility of the Contractor to provide, operate and maintain all necessary construction equipments, scaffoldings and safety, gadget, lifting tackles, tools and appliances to perform the work in a

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workman like and efficient manner and complete all jobs as per the specifications and within the schedule time of completion of work. Further, contractor shall also be responsible for obtaining temporary electric and water connection for all purposes. The contractor shall also make standby arrangement for water & electricity to ensure un-interrupted supply.

- 11.3 It shall be the responsibility of the contractor to obtain the approval for any revision and/ or modification of work desired by him from NPCC before implementation. Also such revisions and/or modifications if accepted / approved by the NPCC shall be carried at no extra cost to NPCC.
- 11.4 The procurement and supply in sequence and at the appropriate time of all materials and consumable shall be entirely the contractor's responsibilities and his rates for execution of work shall be inclusive of supply of all these items.
- 11.5 It is mandatory for the contractor to provide safety equipments and gadgets to its all workers, supervisory and Technical staff engaged in the execution of the work while working. The cost of the above equipments/ gadgets are deemed to be included in the rates quoted by the contractor for the items & works as per Bill of Quantities and contractor shall not be entitled for any extra cost in these regard. The above norm is to be strictly complied with at site. In case the contractor is found to be deficient in providing Safety Equipments/ Gadgets in the opinion of Engineer-in-charge, the Engineer-in-charge at his option can procure the same at the risk & cost of contractor and provide the same for the use of worksite and shall make the recoveries from the bills of the contractor for the same. The decision of the Engineer-in-charge shall be final and binding on contractor in this regard.
- 11.6 All bill of quantities, shall be supplied to the contractor for works by NPCC in phased manner as the works progress. However it shall be the duty and responsibility of the contractor to bring to the notice of the NPCC in writing as to any variation, discrepancy or any other changes required and to obtain revised drawings and designs and / or approval of the NPCC in writing for the same.
- 11.7 One copy of contract documents including drawings furnished to the contractor shall be kept at the site and the same shall at all reasonable times be available for inspection.
- 11.8 All materials, construction plants and equipments etc. once brought by the contractor within the project area, will not be allowed to be removed from the premises without the written permission of the NPCC. Similarly all enabling works built by the contractor for the main construction undertaken by him, shall not be dismantled and removed without the written authority of the NPCC.
- 12.0 **INCOME TAX DEDUCTION**  
Income tax deductions shall be made from all payments made to the contractor including advances against work done, as per the rules and regulations in force, in accordance with the Income Tax Act prevailing from time to time.
- 13.0 **TAXES AND DUTIES**
- 13.1 The contractor shall be responsible for the payment, wherever payable, at his own cost of all taxes such as labour cess, excise duty, custom duty, sales tax, including the purchase tax, consignment tax, work contract tax, or any other similar tax in the state concerned, turnover tax, toll tax, octroi charges, royalty, cess, levy and other tax (es) or duty (ies) which may be specified by local/ state/ central government from time to time on all materials, articles which may be used for this work or are otherwise payable. The rates quoted by him in the tender in bill of quantities shall be inclusive of all such taxes, duties, cess etc. The imposition of any new and/ or increase in the aforesaid taxes, duties, levies, cess (including fresh imposition of Work Contract Tax, Turnover Tax, Sales Tax on Work Contract or any other similar Tax) etc. during the currency of the contract shall be borne by contractor and shall not be paid or reimbursed to the contractor by NPCC. In the event of non-payment/default in payment of any octroi, royalty, cess, turnover tax, sales tax, including the purchase tax, consignment tax, work contract tax or any other similar tax in the state concerned, customs, excise or any other levy/tax including labour dues etc. by contractor/ supplier, NPCC reserves the right to with-hold the dues/ payments of contractor and make payment to local/state/ Central Government authorities or to laborers as may be applicable. The contractor should submit along with the tender, the "Registration certificates for Sales Tax on works contract" from the authorities concerned, otherwise appropriate recovery shall be made from his bills. Reimbursement of Tax shall be applicable as Special Condition of Contract.
- 13.2 **VALUE ADDED TAX (VAT)**  
"The consideration agreed for the execution of said contract shall include the tax, duties, cess, etc. such as excise duty, VAT, which is leviable or may be levied in future under any State Law or the Central Law on execution of said contract, such taxes shall be borne by the contractor and shall not be reimbursed by NPCC. Further, if due to any variance in such tax, duties, cess etc. there is any increase in the taxes, the

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same shall also be borne by the contractor. Where under any of the State or the Central Law, there is requirement of deduction of tax at source, the same shall be deducted from the amount paid or payable to the contractor pursuant to this contract and shall be deposited to the Government authorities by NPCC. NPCC shall issue the documents/forms/certificate as prescribed under the relevant law, in respect of the amount so deducted from the amount paid or payable to the contractor. NPCC shall have full rights to withhold the amount payable to the contractor in pursuant to this contract, if contractor does not fulfill his obligation under any State or Central Law relating to execution of said contract, in case the amount has already been paid, NPCC has the right to recover such payments from the contractor.”

#### 14.0 **RATES TO BE FIRM**

14.1 The rates quoted by the tenderer shall be firm and fixed for the entire period of completion and till handing over of the work. No revision to Percentage/Item rates or any escalation shall be allowed on account of any increase in prices of materials, labour, POL and Overheads etc. or any other statutory increase during the entire contract period or extended contract period.

14.2 The contractor shall be deemed to have inspected the site, it's surrounding and acquainted with the nature of the ground, accessibility of the site and full extent and nature of all operations necessary for the full and proper execution of the contract, space for storage of materials, constructional plant, temporary works, restrictions on the plying of heavy vehicles in area, supply and use of labour, materials, plant, equipment and laws, rules and regulations, if any, imposed by the local authorities.

14.3 The rates and prices given in the bill of quantities are for completed and finished items of works and complete in all respects. It will be deemed to include all constructional plant, labour, supervision, materials, transport, all temporary works, erection, maintenance, contractor's profit and establishment/ overheads, together with preparation of designs & drawings pertaining to casting yard, shop drawing, fabrication drawing (if required), staging form work, stacking yard, etc. all general risk, taxes, royalty ,duties, cess, octroi and other levies, insurance liabilities and obligations set out or implied in the tender documents and contract.

14.4 Unless otherwise specified in the Bill of Quantities (BOQ), the contractor has to make his own arrangement for dewatering / bailing out of water, effluent including strutting, shoring etc at every stage of work wherever required including working under foul condition as per direction of Engineer-in-Charge at his own cost and the contractor shall not be entitled for any extra payment, whatsoever, in this regard.

14.5 If required to make work site suitable for execution, contractor shall have to clear jungle including of rank vegetation, grass, trees etc., clear & clean existing drains/ canals (including strutting, shoring and packing cavities) and dispose them out of the site up-to any lead and lift as per direction of Engineer-in-charge. The contractor should inspect the site of work from this point of view. Unless otherwise specified in the Bill of Quantities, the cost to be incurred in this regard shall be deemed to be included in his quoted rates of BOQ items and the contractor shall not be entitled for any extra payment in this regard.

#### 15.0 **ESCALATION / PRICE VARIATION**

No claim on account of any price variation / Escalation on whatsoever ground shall be entertained at any stage of works. All Rates as per Bill of Quantities (BOQ) quoted by Contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation/price variation clause shall be applicable on this contract.

#### 16.0 **WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS AND ORDERS**

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in strict accordance with the specifications, drawings.

The contractor shall comply with the provisions of the contract and execute the works with care and diligence 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 things 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 inferred from the contract. The contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

#### 17.0 **ORDER OF PRECEDENCE OF DOCUMENTS**

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Tender for Execution of Annual Repair & Maintenance Works (Civil & Electrical) of Hospital building including all Residential Buildings & Premises, External Services under ESI Hospital Complex, Pandey Pur, Varanasi, (UP).

In case of difference, contradiction, discrepancy, dispute with regard to Conditions of Contract, specifications, Drawings, Bill of quantities and rates quoted by the Contractor and other documents forming part of the contract, the following shall prevail in order of precedence.

- i) Letter of Intent/ Letter of Award/ Work Order, Agreement along with statement of agreed variations and its enclosures.
- ii) Bill of Quantity / Schedule of Quantities.
- iii) Special Condition of Contract.
- iv) Technical specifications (General, Additional and Technical Specification) as give in Tender documents.
- v) General Conditions of Contract.
- vi) Drawings.
- vii) CPWD specifications (as specified in Technical Specification of the Tender) update with correction slips issued up to last date of receipt of tenders.
- viii) Relevant B.I.S. Codes.

## 18.0 **SCHEDULE OF QUANTITIES / BILL OF QUANTITIES/ QUANTITY VARIATION**

18.1 The work under this contract shall be carried out as per BOQ cum rate schedule. In case the description /specification as per BOQ are found to be incomplete CPWD/MOST specifications shall be followed. Quantities mentioned in the rate schedule are approx. only and liable for variation due to change of scope of work/variation in schedule of quantities, changes in design etc. The tenderers shall under take to execute actual quantities as per advise of NPCC engineer and accordingly the final contract price shall be worked out on the basis of quantities actually executed at site in payments will also be regulated for the same. The quantities indicated against each item may vary to any extent and no compensation will be payable in variation of individual quantity to the extent sanction is available.

18.2 All items of work in the bill of quantities/ schedule of quantities shall be carried out as per the CPWD/MOST specifications, drawings and instructions of the Engineer-in-Charge of NPCC and the rates shall include for supply of required materials including proper storage, consumables, skilled & unskilled labour, supervision and tools, tackles, plant & machinery complete as called for in the detailed specifications and conditions of the contract. The Contractor without the approval of the NPCC shall execute no item, which is not covered in the bill of quantities. In case any Extra/Substituted item is carried out without specific-approval, the same will not be paid.

## 19.0 **TIME ESSENCE OF CONTRACT & EXTENSION FOR DELAY**

The time allowed for execution of the Works as specified in the terms of contract or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the works shall commence from the 10th Day or such time period as mentioned in letter of Intent/ award after the date on which the Engineer-in-Charge issues written orders to commence the work or acceptance whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, the Executing Agency shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

## 20.0 **JURISDICTION**

The Courts at Delhi alone shall have jurisdiction to deal with matters arising out of or relating to this contract.

## 21.0 **CONTRACT AGREEMENT**

The Contractor shall enter into a Contract Agreement with the NPCC within 30 days from the date of receipt of Letter of Intent or within such extended time, as may be granted by the NPCC. The cost of stamp papers, stamp duty, registration, if applicable on the contract, shall be borne by the Contractor. Incase, the contractor does not sign the agreement as above or start the work within 10 days of the receipt of letter of intent, his earnest money is liable to be forfeited and letter of intent consequently will stand withdrawn.

## 22.0 **MANNER OF EXECUTION OF AGREEMENT**

- i. The agreement as per prescribed Proforma as enclosed to the Special Conditions of Contract shall be signed at the office of the NPCC within 30 days from the date of receipt/acceptance of Letter of Intent. The Contractor shall produce for signing of the Contract, appropriate Power of Attorney and the requisite documents/materials. Unless and until a formal contract is prepared and executed, the Letter of Intent read in conjunction with the Bidding Documents will constitute a binding contract.
- ii. The agreement will be signed in two originals and the Contractor shall be provided with one signed original.

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### 23.0 **LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR**

The contractor shall obtain a valid license under the Contract Labour (R & A) Act ,1970 and the Contract Labour (R&A) Central Rules 1971 and amended from time to time and continue to have a valid license until the completion of the work. The contractor shall also abide by the provision of the Child Labour (Prohibition and Regulation) Act. 1986 and amended from time to time. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out the resultant for non-execution of the work before the commencement of work.

No labour below the age of 18 years shall be employed on the work .

### 23.1 **LABOUR SAFETY PROVISION**

The contractor shall be fully responsible to observe the labour safety provisions.

### 23.2 **OBSERVANCE OF LABOUR LAWS**

The contractor shall be fully responsible for observance of all labour laws applicable including local laws and other laws applicable in this matter and shall indemnify and keep indemnified NPCC against effect or non observance of any such laws . The contractor shall be liable to make payment to all its employees and make compliance with labour laws . If NPCC is held liable as "Principal Employer" to pay contributions etc. under legislation of Govt. decision in respect of the employees of the contractor then the contractor would reimburse the amount of such payments/ contribution etc. to NPCC and/or same shall be deducted from the payments, security deposit etc. of the contractor.

23.3 The Contractor shall submit proof of having valid EPF & ESI registration certificate. In absence of the said certificate payment will be withheld as per Govt. Rules from R/A bills by NPCC and shall be released only after the production of the EPF registration certificate from the concerned authorities. If it is incumbent upon NPCC to deposit withhold amount with EPF authorities, in such a case NPCC shall not refund this withhold amount to the contractor even after the production of EPF registration certificate.

### 23.4 **LABOUR RECORDS & FORMATS**

All labour records shall be maintained by the contractor in the prescribed formats of labour deptt. Which are to be obtained from labour office of concerning area. The same should be ready at all times for inspection as & when required by Labour Deptt., Principal employer (Client) / NPCC.

### 23.5 **LAW GOVERNING THE CONTRACT**

This contract shall be governed by the Indian Laws for the time being in force.

### 24.0 **TECHNICAL STAFF FOR WORK**

24.1 The contractor shall employ the adequate number of technical staff for this work depending upon the requirement of work. For this purpose the requirement as decided by NPCC shall be final and binding on contractor. The technical staff should be available at site, whenever required by NPCC to take instructions.

24.2 In case the contractor fails to employ the technical staff as aforesaid he shall be liable to pay a reasonable amount for each month of default in the case of each person. The decision of the Engineer-in-charge as to the period for which the required technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor as to the amount and the contractors liability to pay the said amount.

### 25.0 **WORKMENS COMPENSATION ACT**

The contractor shall at all times indemnify NPCC and principal Employer against all claims for compensation under the provisions of Workmen Compensation Act or any other law in force , for any workmen employed by the contractor in carrying out the contract and against all costs and expenses incurred by the NPCC therewith.

### 26.0 **MINIMUM WAGES ACT**

The contractor shall comply with all the provision of the Minimum Wages Act,1948, Contract Labour (R&A) Act, 1970, and rules framed there under and other labour laws/local laws affecting contract labour that may be brought into force from time to time.

### 27.0 **MEASUREMENTS OF WORKS**

GCC

Unless otherwise mentioned in the bill of quantities the measurements of works shall be done as per MOST/CPWD specifications and if the same is not given in the MOST/CPWD Specifications, the same shall be measured as per latest relevant ISI codes in force.

**28.0 PAYMENTS**

Contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in previous months shall submit the bill. The contractor shall prepare computerized bills using the program as approved by Engineer-in-charge as per prescribed format/pro-forma.

**29.0 AMENDMENTS**

The NPCC may from to time, add or amend the regulations and on any question as to the application, interpretation or effect of these regulations the decision of the Zonal Manager concerned shall be final.

**30.0 ALTERATION IN SPECIFICATION, DESIGN & DRAWING**

The Engineer-in-Charge shall have power to make any alterations 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 the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions, or substitutions shall not invalidate the contract 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 by the contractor on the same conditions in all respects on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work, and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion. Over and above this, a further period to the extent of 25 percent of such extension shall be allowed to the contractor. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order:

- 30.1 The rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.
- 30.2 If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a nearest similar item of work as are specified in the contract for the work. In case of composite tenders where two or more schedule of quantities/ bill of quantities form part of the contract, the rates shall be derived from the nearest similar item in the schedule of quantities / bill of quantities of the particular part of work in which the deviation is involved failing that from the lowest of the nearest similar item in other schedule of quantity. The opinion of the Engineer-in-Charge as to whether or not the rate can be reasonably so derived from the item in this contract will be final and binding on the contractor.
- 30.3 If the altered, additional or substituted work includes any work for which no rate is specified in the contract for the work and which cannot be derived in the manner specified in sub para (i) and (ii) from the similar class of work in the contract then such work shall be carried out at the rates entered in the Schedule of rates (DSR-2012) plus the percentage above or below to the quoted rates.
- 30.4 If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clauses (i) to (iii) above, then the contractor shall, within seven (7) days of the date of receipt of order to carry out the work, inform the Engineer-in-Charge of the rate which it is his intention to charge for such class of work, supported by analysis of the rate or rates claimed, and the Engineer-in-Charge shall determine the rate or rates on the basis of prevailing market rates of the Material, Labour, T&P etc. plus 10% (Ten percent) to cover the contractors supervision, overheads and profit and pay the contractor accordingly. The opinion of the Engineer-in-Charge as to the current market rates of materials and quantum of labour involved per unit of measurements will be final and binding on the contractor.

However, the Engineer-in-Charge, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable. But under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates of items falling under the clause.

GCC

**ZONAL MANAGER  
U.P.ZONE, NOIDA**

## **Appendix – ‘M’**

### **LIST OF APPROVED BANKS**

#### **Nationalized Banks:**

The BGs shall be accepted from all Nationalizes Banks, and in addition, these can also be accepted from the Scheduled Private Bank as detailed below:

#### **Scheduled Private Sector Banks:**

- ING Vysya Bank Ltd
- Axis Bank Ltd
- ICICI Bank Ltd
- HDFC Bank Ltd
- IDBI Bank Ltd

**PROFORMA OF BANK GUARANTEE (FOR PERFORMANCE GUARANTEE)**

**NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED.**

(Address as mentioned in Notice Inviting Tender)

Where the National Projects Construction Corporation Limited (hereinafter called "NPCC" which expression shall include in successors and assigns) having awarded a work order/contract / supply order No.....Dated.....(hereinafter called the contract) to M/s. ....(hereinafter called the contractor / supplier) at a total price of Rs..... subject to the terms and conditions contained in the contract.

WHEREAS, the terms and conditions of the contract require the contractor to furnish a bank guarantee for Rs.....(Rupees.....) being.....% of the total value of the contract for proper execution and due fulfillment of the terms and conditions contained in the contract.

We, the Bank, (hereinafter called the "Bank") do hereby unconditionally and irrevocably undertake to pay to NPCC immediately on demand in writing and without protest/or demur all moneys payable by the contractors/supplier to NPCC in connection with the execution/ supply of and performance of the works/equipment, inclusive of any loss, damages, charges, expenses and costs caused to or suffered by or which would be caused to or suffered by NPCC by reason of any breach by the contractor/supplier of any of the terms and conditions contained in the contract as specified in the notice of demand made by NPCC to the bank. Any such demand made by NPCC on the bank shall be conclusive evidence of the amount due and payable by the bank under this guarantee. However, the Bank's liability under this guarantee, shall be limited to Rs.....in the aggregate and the bank hereby agrees to the following terms and conditions:-

(i) This guarantee shall be a continuing guarantee and irrevocable for all claims of NPCC as Specified above and shall be valid during the period specified for the performance of the contract including the period of maintenance/warranty i.e. up to.....

(ii) We, the said bank further agree with NPCC that NPCC shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by NPCC against the contractor/supplier under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the contractor or for any forbearance, act or omission on the part of NPCC or any indulgence by NPCC to the contractor or by any such matter or thing whatsoever, which under the law relating to the sureties would; but for this provision, have effect of so relieving us.

(iii) This guarantee/undertaking shall be in addition to any other guarantee or security whatsoever NPCC may now or at any time have in relation to the performance of the works/equipment and the company shall have full recourse to or enforce this security in performance to any other security or guarantee which the NPCC may have or obtained and there shall be no forbearance on the part of the company in enforcing or requiring enforcement of any other security which shall have the effect of releasing the Bank from its full liability. It shall not be necessary for NPCC to proceed against the said contractor/supplier before proceeding against the Bank.

(iv) This guarantee/undertaking shall not be determined or affected by the liquidation or winding up, dissolution or charge of constitution of insolvency of the supplier/ contractor, but shall in all respects and for all purpose be binding and operative until payment of all moneys payable to NPCC in terms thereof are paid by the bank.

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

We, the said Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of NPCC in writing. Unless a claim is made in writing within three months from the date of expiry of this guarantee i.e.....(Three months after the date of expiry) we shall be relieved from all liabilities under this guarantee thereafter.

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

GCC



For and on behalf of Bank

WITNESS.

1.....  
2.....

### **AGREEMENT FORM**

This agreement made this day of (Month) (Year), between the National Projects Construction Corporation Limited (NPCC), a company incorporated under the Companies Act, 1956 having its Registered Office at 30-31-, Raja House, Nehru Place New Delhi - 110 019 (hereinafter referred to as the "NPCC" which expression shall include its administrations, successors, executors and assigns) of the one part and M/s (NAME OF CONTRACTOR) (hereinafter referred to as the 'Contractor' which expression shall unless the context requires otherwise include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS, NPCC, has desirous of construction of (NAME OF WORK) (hereinafter referred to as the "PROJECT") on behalf of the (NAME OF OWNER/MINISTRY) (hereinafter referred to as "OWNER"), had invited tenders as per Tender documents vide NIT No.

AND WHEREAS (NAME OF CONTRACTOR) had participated in the above-referred tender vide their tender dated and NPCC has accepted their aforesaid tender and award the contractor for (NAME OF PROJECT) on the terms and conditions contained in its Letter of Intent No. .... and the documents referred to therein, which have been unequivocally accepted by (NAME OF CONTRACTOR) vide their acceptance letter dated .....resulting into a contract.

### **NOW THERFORE THIS DEED WITNESSETH UNDER:**

#### **ARTICLE 1.0-AWARD OF CONTRACT**

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

NPCC has awarded the contract to (NAME OF CONTRACTOR) for the work of (NAME OF WORK) on the terms and conditions in its Letter of Intent No. \_\_\_\_\_ dated \_\_\_\_\_ And the documents referred to therein. The award has taken effect from (DATE) i.e. the date of issue of aforesaid letter of intent. The terms and expressions used in this agreement shall have the same meanings as re assigned to them in the "Contract Documents" referred to in the succeeding Article.

#### **ARTICLE 2.0-CONTRART DOCUMENTS**

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

a) NPCC Notice Inviting Tender vide No. \_\_\_\_\_ dated \_\_\_\_\_ and NPCC'S tender documents consisting of :

i) General Conditions of Contract (GCC) along with amendments/errata to GCC (if any) issued (Volume-I)

(ii) Special Conditions of Contract including Appendices & Annexure, Volume-II.

(iii) Bill of Quantities along with amendments/corrigendum of schedule items, if any (Volume-III).

(iv) \_\_\_\_\_

(v) \_\_\_\_\_

(vi) \_\_\_\_\_

b) (NAME OF CONTRACTOR) letter proposal date \_\_\_\_\_ and their subsequent Communication.

i) Letter of Acceptance of Tender Conditions date

ii) \_\_\_\_\_

iii) \_\_\_\_\_

2.2 NPCC 's detailed Letter of Intent No. \_\_\_\_\_ dated \_\_\_\_\_ including Bill of Quantities. Agreed time schedule, Contractor's Organisation Chart and list of Plant and Equipments submitted by contractor.

GCC

2.3 All the aforesaid contract documents referred to in Para 2.1 and 2.2 above shall form an integral part of this Agreement, in so far as the same or any part thereof conform, to the tender documents and what has been specifically agreed to by NPCC in its Letter of Intent. Any matter inconsistent therewith, contrary or repugnant thereto or deviations taken by the Contractor in its "TENDER" but not agreed to specifically by NPCC in its Letter of Intent, shall be deemed to have been withdrawn by the Contractor without any cost implication to NPCC. For the sake of brevity, this Agreement along with its aforesaid contract documents and Letter of Intent shall be referred to as the "Contract".

### ARTICLE 3.0-CONDITIONS & CONVENANTS

- 3.1 The scope of Contract, Considerations terms of payments, advance, security deposits, taxes wherever applicable, insurance, agreed time schedule, compensation for delay and all other terms and conditions contained in NPCC's Letter of Intent No..... dated.....Are to be read in conjunction with order aforesaid contract documents. The contractor shall duly perform the contract strictly and faithfully in accordance with the terms of this contract.
- 3.2 The scope of work shall also include all such items which are not specifically mentioned in the Contract Documents but which are reasonably implied for the satisfactory completion of the entire scope of work envisaged under this contract unless otherwise specifically excluded from the scope of work in the Letter of Intent.
- 3.3 Contractor shall adhere to all requirements stipulated in the Contract documents.
- 3.4 Time is the essence of the Contract and it shall be strictly adhered to. The progress of work shall conform to agreed works schedule/contract documents and Letter of Intent.
- 3.5 This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.

### ARTICLE 4.0 -NO WAIVER OF RIGHTS

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

### ARTICLE 5.0 - GOVERNING LAW AND JURISDICTION

- 5.1 The Laws applicable to this contract shall be the laws in force in India and jurisdiction of Delhi Court (s) only.
- 5.2 Notice of Default  
Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto, if delivered against acknowledgment due or by FAX or by registered mail duly addressed to the signatories at the address mentioned herein above.

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

For and on behalf of :

For and on behalf of :

(NAME OF CONTRACTOR)

NATIONAL PROJECTS CONSTRUCTION  
CORPORATION LIMITED

WITNESS :

WITNESS :

1.

1.

2.

2.

GCC





**NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED  
(A GOVERNMENT OF INDIA ENTERPRISE)**

**UP ZONE, CAMP OFFICE: WA-68, SECTOR-135, NOIDA  
DISTT. GAUTAM BUDH NAGAR (UP)**

**Tender for Execution of Annual Repair & Maintenance Works (Civil & Electrical) of Hospital building including all Residential Buildings & Premises, External Services under ESI Hospital Complex, Pandey Pur Varanasi, (UP).**

**VOLUME: I**

**5) SPECIAL CONDITIONS  
OF CONTRACT**

## **SPECIAL CONDITIONS OF CONTRACT (SCC)**

### **GENERAL**

The following special conditions shall be read in conjunction with General Conditions of contract, If there are any provisions in these Special Conditions, which are at variance with the provisions of General Conditions of Contract, the provisions in these special Conditions shall prevail.

- (1) The work in general shall be carried out as per CPWD/MOST specification updated with correction slips issued upto last date of submission of tender.
- (2) For items not covered under CPWD Specification, as above, the work shall be done as per latest relevant ISI/BIS Codes of practice.

### **1.0 INTRODUCTION (APPROACH TO SITE)**

The proposed maintenance work shall be carried out at ESIS Hospital Premises located at Agra town in the state of Uttar Pradesh.

### **2.0 LETTER OF UNDERTAKING**

The tender shall be accompanied by Letter of acceptance of tender conditions as per proforma given in this tender document.

- 3.0 Any tender not accompanied by Letter of acceptance in accordance with aforesaid provision of notice Inviting Tender and Instructions to Tenderer shall be rejected.

- 4.0 Once the Tenderer has given an unconditional acceptance to the tender conditions in its entirety, he is not permitted to put any remark(s)/conditions(s)(except unconditional rebate on price ,if any)in/along with the tender.

### **5.0 SITE VISIT AND COLLECTING LOCAL INFORMATION**

Before tendering, the tenderer is advised to visit the site, its surrounding, access and satisfy themselves about the local conditions such as approach roads to the site, availability of water & power supply , application of taxes, duties and levies as applicable, nature of ground, soil and sub-soil condition, underground water table level, accommodations they may require etc., river regime, river water levels , other details of river, steams & any other relevant information required by them to execute complete scope of work . The tenderer may obtain all necessary information as to risks, contingencies & other circumstances (insurgencies etc.) which may influence or affect their tender. Tenderer shall be deemed to have considered site conditions whether he has inspected it or not and to have satisfied himself in all respect before quoting his rates and no claim or extra charges whatsoever in this regard shall be entertained / payable by the NPCC at a later date.

- 6.0 **SALES TAX ON WORKS CONTRACT & TURNOVER TAX** AS per GCC conditions

### **7.0 OTHER TAX**

Service Tax and any other taxes will be paid/reimbursed as per conditions of Client and when Client will reimburse/paid, it will pass on to agency as per rules.

### **8.0 TRANSFER OF BID DOCUMENTS**

Transfer of bid documents purchased by one intending bidder to another is not permissible.

- 9.0 The NPCC reserves the right to award the work to a single party or to split the work amongst two or more parties as deemed necessary without assigning any reason whatsoever.

### **10.0 NO ESCALATION PAYMENT / PRICE VARIATION ADJUSTMENT**

The rates quoted by the contractor shall be firm and fixed for entire contract period as well as extended period for completion of works. All rates as per bill of quantities (BOQ) shall be firm &

- fixed for entire contract period as well as for extended period for completion of the project. No claim on account of any price variation / Escalation on whatsoever ground shall be entertained at any stage of works.
- 11.0 The rates and prices to be tendered in the bill of quantities are for completed and finished items of works and complete in all respects. It will be deemed to include all constructional plant, labour, supervision, materials, transport, all temporary works, erection, maintenance, contractor's profit and establishment / overheads, together with preparation of designs drawings pertaining to casting yard (if required). Staging from work, stacking yard, etc, all general risk, taxes, royalty, duties, cess, octroi and other levies, insurance liabilities and obligations set out or implied in the tender documents and contract.
- 12.0 The materials products used on the works shall be one of the approved **makes/brands** out of list of manufacturers / brands /makes given in the tender documents. The contractor shall submit samples /specimens out of approved makes of materials /products to the engineer in charge for prior approval. In exceptional circumstances engineer in charge may allow alternate equivalent makes /brand s of products /materials at his sole discretion .The final choice of brand / make shall remain with the engineer in charge, whose decision in the matter shall be final and binding and nothing extra on this account shall be payable to the contractor.
- Incase signal brand / make are mentioned other equivalent makes brands may be considered by the engineer in charge with prior approval .Incase of variance in CPWD/is specification from approved products makes specification the specification of approved products make shall prevail for which nothing shall be paid extra to the contractor.
- 13.0 In case of any sort of anomalies and/or typing error in the nomenclature, rates, & Description etc. of the items indicated in the Price bid / BOQ of scheduled items must be read as per DSR-2012 of CPWD(Civil & Electrical).
- 14.0 **MODE OF PAYMENT** AS per GCC conditions.
- 15.0 The stamp duty if any on the contract agreement levied by the Government or any other statutory body shall be paid by the contractor.

**ZONAL MANAGER  
NPCC LTD.**



**NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED  
(A GOVERNMENT OF INDIA ENTERPRISE)**

**UP ZONE, CAMP OFFICE: WA-68, SECTOR-135, NOIDA  
DISTT. GAUTAM BUDH NAGAR (UP)**

**Tender for Execution of Annual Repair & Maintenance Works (Civil & Electrical) of Hospital building including all Residential Buildings & Premises, External Services under ESI Hospital Complex, Pandey Pur Varanasi, (UP).**

## **VOLUME: II**

**DETAILS OF QUANTITIES AND RATES  
( P R I C E B I D )**



**NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED**  
(A GOVT. OF INDIA ENTERPRISES)

**Annual Repair and Maintenance(Civil & Electrical) of Hospital Building including Residential Buildings and Premises, external services under ESIS Hospital at Varanasi**

**BILL OF QUANTITIES (CIVIL & ELECTRICAL WORKS)**

S.NO	CODE	DESCRIPTION	UNIT	QTY	RATE	Amount
	I)	<b>DSR 2012 (CIVIL/ELECTRICAL) ITEMS</b>				
1	1339	Brass bib cock 15 mm dia (k.k. make)	Nos.	20.00	165.00	3,300.00
2	14.46	Removing dry/ OBD	sqm	500.00	7.50	3,750.00
3	14.42.1	White washing with lime to give an even shade with 2 or more coat	sqm	1000.00	7.05	7,050.00
4	14.45	Distemper with oil bound washable distemper of approved brand Old Work	sqm	500.00	23.40	11,700.00
5	14.54	Painting with synthetic enamel paint of approved brand and manufacture to required colour to give an even shade. Old Work	sqm	300.00	35.20	10,560.00
6	13.43.1	Applying one coat of cement primer of approved brand and manufacture on wall surface	sqm	500.00	27.55	13,775.00
7	13.26	Providing & applying plaster of paris putty of 2 mm thickness over plaster surface to prepare the surface even & smooth complete	sqm	500.00	83.80	41,900.00
8	14.1	Repair to the plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq.m & under, including cutting the patch in proper shape, raking out joints & preparing & plastering the surface of the wall complete, including disposal of rubbish to the dumping ground within 50 meters lead.				
	14.1.2	With Cement mortar 1:4 (1 cement : 4 coarse sand)	sqm	500.00	197.35	98,675.00
9	1.23.4	3 pin 5/6 amps socket outlet (Anchor)	Nos.	20.00	35.50	710.00
10	1.23.1	5/6 amp switch (Anchor)	Nos.	20.00	29.50	590.00
11	1.23.3	15/16 amp switch (Anchor)	Nos.	20.00	61.50	1,230.00
12	1.23.5	6 pin 15/16 Socket (Anchor)	Nos.	20.00	73.00	1,460.00
13	7120	PVC Waste pipe for sink & wash basin 40 mm dia	Nos.	20.00	28.00	560.00
14	1641	GI Union 15 mm nominal bore	Nos.	20.00	40.00	800.00
15	1545	GI Pipe (15 mm) (A , Class)	Meter	30.00	81.00	2,430.00
16	7259	C P Long Body Bib Cock 15 mm dia (k.k.make)	Nos.	20.00	350.00	7,000.00
17	9.20.1	P/F ISI Mark Flash door sutter 53 mm thick	sqm	5.00	2159.05	10,795.25
18	1642	20mm GI Union (unik)	Nos.	10.00	60.00	600.00
19	1643	25 mm GI Union (unik)	Nos.	10.00	70.00	700.00
20	1546	GI Pipe (20 mm) (A , Class)	Meter	20.00	97.00	1,940.00
21	8633	90 mm PVC Pipe (Prince)	Meter	10.00	1020.00	10,200.00
22	8634	110 mm PVC Pipe (Prince)	Meter	10.00	1070.00	10,700.00
23	7495	P 15 mm Ball Cock (unik)	Nos.	10.00	134.00	1,340.00
24	1689	PVC Connection Pipe with Brass union 45cm long 15 mm dia	Nos.	10.00	33.00	330.00



**NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED**  
(A GOVT. OF INDIA ENTERPRISES)

**Annual Repair and Maintenance(Civil & Electrical) of Hospital Building including Residential Buildings and Premises, external services under ESIS Hospital at Varanasi**

**BILL OF QUANTITIES (CIVIL & ELECTRICAL WORKS)**

S.NO	CODE	DESCRIPTION	UNIT	QTY	RATE	Amount
25	2.31	Cleaning Jungle including uprooting of rank vegetation,grass,brush,wood,trees & saplings of grith upto 30 cm measured at a height of 1 m above ground level & removal of rubbish upto a distance of 50 m outside the periphery of the area cleared. (Per 100 Sqm)	sqm	500.00	4.82	2,410.00
26	23.10	Grassing with 'Doob' grass including watering & maintenance of the lawn for 30 days or more till the grass from a thick lawn free from weeds & fit mowing including supplying good earth if needed (The good earth shall be paid for separately )	sqm	500.00	7.00	5,600.00
	23.10.1	In rows 5 cm apart in either direction (Per 100 Sqm)				
27	23.12	Uprooting rank vegetation & weeds by digging the area to a depth of 60 cm removing all weeds & other growth with roots by forking , repeatedly,breaking clods,rough dressing,flooring with water, uprooting fresh growth after 10 to 15 days & then fine dressing for planting new grass,including disposal of all rubbish with all leads & lifts. (Per 100 Sqm)	sqm	500.00	24.03	19,224.00
28	17.2.1	W.C pan with ISI marked white solid plastic seat & lid	nos	10.00	2885.10	28,851.00
<b>TOTAL AMOUNT</b>						<b>298,180.25</b>
	II) i	<b>CIVIL NON SCHEDULE ITEMS</b>				
S.NO	CODE	DESCRIPTION	UNIT	QTY	RATE	Amount
1	NS	Cleaning of main line choke ups by mechanically & manually means	Nos	800.00		
2	NS	Cleaning of drainage line by pump	Nos	30.00		
3	NS	Supplying of approved quality galvanised Screws & washers of requiried size	Packet	20.00		
4	NS	Trimming of trees	Nos	50.00		
5	NS	Nipple 4"	Nos	20.00		
6	NS	90 mm PVC Soket	Nos	20.00		
7	NS	90 mm PVC Elbow	Nos	20.00		
8	NS	15 mm GI Soket	Nos	20.00		
9	NS	15 mm GI Tee (UFC Make)	Nos	20.00		
10	NS	20 mm GI Tee (UFC Make)	Nos	20.00		
11	NS	25 mm GI Tee (UFC Make)	Nos	20.00		
12	NS	15mm G.I. Union	Nos	30.00		
13	NS	20 mm G.I. Union	Nos	20.00		
14	NS	25 mm G.I. Union	Nos	20.00		



**NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED**  
(A GOVT. OF INDIA ENTERPRISES)

**Annual Repair and Maintenance(Civil & Electrical) of Hospital Building including Residential Buildings and Premises, external services under ESIS Hospital at Varanasi**

**BILL OF QUANTITIES (CIVIL & ELECTRICAL WORKS)**

S.NO	CODE	DESCRIPTION	UNIT	QTY	RATE	Amount
15	NS	PVC Connection Pipe with brass Union 30cm long 15mm bore	Nos	20.00		
16	NS	PVC Connection Pipe with brass Union 30cm long 15mm bore	Nos	20.00		
17	NS	PVC Connection Pipe with brass Union 30cm long 15mm bore	Nos	20.00		
18	NS	P&F Shower rose C.P brass for 15 to 20 mm inlet 100mm dia	Each	20.00		
19	NS	P&F Shower rose C.P brass for 15 to 20 mm inlet 150mm dia	Each	20.00		
20	NS	P&F 100mm S.C.I trap with 100mm inlet and 75mm outlet	Each	30.00		
21	NS	P&F S.w gully trap P type 100X100mm	Each	20.00		
22	NS	P&F S.w gully trap P type 150X100mm	Each	20.00		
23	NS	P&F Brass full way valve	Each	10.00		
24	NS	Window/Door Repair	Nos	20.00		
25	NS	Providing & Fixing of iron-bracket for used by (250 W) Metalight Hospital upper side with all accessories	Nos	20.00		
26	NS	Disposal of debris /garbage using trucks/dumpers as per availability and dumping the material to the nearest allowed dumping	Trips	70.00		
27	NS	P&F 20mm brass ball cock of epoxy coated aluminum rod and H.D ball of approved quality including screws, washers etc all complete.	No.	30.00		
28	NS	Supply of PPC cement of approved quality at desired location	Bag	30.00		
29	NS	P&F galvanised MS butt hinges of size 50mm (overall width) to doors and windows	Nos.	100.00		
30	NS	As above of size 65mm (overall width)	Nos.	80.00		
31	NS	Supply of FPS bricks of class designation 50 of approved quality at desired location.	Nos	700.00		
32	NS	Removing of debris /garbage mechanically from the ground of the hospital area along with the staff quarters area, so to create and maintain cleanliness in the compound and also levelling the ground level to the prevent any misshapping due to unequal surface	Hrs	150.00		
33	NS	Supply & transporting of approved quality River Sand at desired location	Cu.m	100.00		
		<b>TOTAL AMOUNT</b>				



**NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED**  
(A GOVT. OF INDIA ENTERPRISES)

**Annual Repair and Maintenance(Civil & Electrical) of Hospital Building including Residential Buildings and Premises, external services under ESIS Hospital at Varanasi**

**BILL OF QUANTITIES (CIVIL & ELECTRICAL WORKS)**

S.NO	CODE	DESCRIPTION	UNIT	QTY	RATE	Amount
	II) ii	<b>ELECTRICAL NON SCHEDULE ITEMS</b>				
S.NO	CODE	DESCRIPTION	UNIT	QTY	RATE	Amount
1	NS	Providing choke 25W S.V. light fitting bajaj make	nos	30.00		
2	NS	Providing 250W Bulb S.V. Type of Bajaj make	Nos.	50.00		
3	NS	Fan 2.5 MFD Capacitor	Nos	50.00		
4	NS	P/F of fan rewinding	Nos	20.00		
5	NS	Providing starter 40 W (crompton greaves)	Nos	20.00		
6	NS	Supply Choke 40 W (crompton greaves)	Nos	20.00		
7	NS	Providing Tube 40 W (crompton greaves)	Nos	30.00		
8	NS	Supplying 100 W blubs of (Surya/Philips/Bajaj make)	Nos	60.00		
9	NS	Batten/Angel holder for bulbs & tube light (Anchor)	nos	100.00		
10	NS	Providing of freez gas refilling,& clean of dust with repair to wiring work by all accessories.	Nos	10.00		
11	NS	P/F 1.5 sqm wire polycab wherever required	Meter	150.00		
12	NS	P/F (4"X 6") PVC Board (Sun bond)	Nos	10.00		
13	NS	Providing & Fixing of Metalight (250 W) for all fitting work with labour charges	Nos	20.00		
14	NS	Providing & Fixing of streetlight (100 W) for all fitting work with labour charges	Nos	100.00		
15	NS	Providing & Fixing of 100 w CFL Bulb For streetlight (Ajanta make)	Nos	100.00		
16	NS	Providing & Fixing of 4 sqm two core by aluminium wire (Cant plaza make)	Bandal	20.00		
17	NS	Providing & Fixing of 2.5 sqm by aluminium wire (Cant plaza make)	Bundle	20.00		
18	NS	Providing & Fixing of 1.5 sqm by aluminium wire (Cant plaza make)	Bundle	20.00		
19	NS	Providing mobil oil of in the generator (castrol brand)	Liters	100.00		
20	NS	Supplying diesel filters of the generator the (kirloskar branded )	Nos.	10.00		
21	NS	S & F metal box of following sizes (normal size) on surface or in recess with suitable size of phenolic laminated sheet cover in front including painting etc as required.				
21.1	NS	75mmX75mmX60mm deep	each	30.00		
21.2	NS	100mmX100mmX50mm deep	each	20.00		
22	NS	S&F of following piano type switch/socket on the existing switch box/cover including connections etc, as required				





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**BILL OF QUANTITIES (CIVIL & ELECTRICAL WORKS)**

S.NO	CODE	DESCRIPTION	UNIT	QTY	RATE	Amount
22.1	NS	5/6 amps switch	each	40.00		
22.2	NS	2 way 5/6 amps switch	each	35.00		
22.3	NS	3pin 5/6 amps socket outlet	each	35.00		
22.4	NS	TV antenna socket	each	20.00		
22.5	NS	telephone socket	each	25.00		
23	NS	Supplying mobil filters of the generator (kirloskar branded)	Nos.	10.00		
24	NS	Providing from coolant for D.G Set (castrol brand)	Liters	30.00		
25	NS	Fitting of old fan with oil greasing & cleaning work,providing by fan hook with all accessories by labour charges; etc	Nos	30.00		
26	NS	Generator as a part of servicing and cleaning the filter bottle to clean all the dust and waste & oil changing Labour charge	Nos.	20.00		
27	NS	Providing & Fixing by (45 KVA) Generator starter repairing a part of starter realy with cleaning & servicing all the accessories like with labour charges.	Nos	20.00		
28	NS	Providing & Fixing (45 KVA) Ualternator Repairing by work				
28.1		P/F by sleepriing	Nos	10.00		
28.2		P/F by Carbonholder	Nos	10.00		
28.3		P/F by Carbon	Nos	10.00		
29		Providing Bell Push (Anchor)	Nos	20.00		
30	NS	Extra for fixing the louvers/shutters complete with frame for a exhaust fan of all sizes.	Each	20.00		
31	NS	Painting of Ceilling fan in installed position with one or more coats of spray painting with sythetic enamel paint of approved brand and manufacture to give an even shade including cleaning of surfcat with detergent etc as required.	each	30.00		
32	NS	Rewinding,testing,commissioning and fixing in position 7.50HP motor for Pump including all required accessories like bearing,changing copper coils,packing etc. all complete.	Job	5.00		
<b>TOTAL AMOUNT</b>						



**NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED**  
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**Annual Repair and Maintenance(Civil & Electrical) of Hospital Building including Residential Buildings and Premises, external services under ESIS Hospital at Varanasi**

**BILL OF QUANTITIES (CIVIL & ELECTRICAL WORKS)**

S.NO	CODE	DESCRIPTION	UNIT	QTY	RATE	Amount
	III)	<b>Maintenance works of electrical by supplying labour</b>				
S.NO	CODE	DESCRIPTION	UNIT	QTY	RATE	Amount
1		Providing services of skilled workers such as electrician, pump operators & DG Operator etc. for day to day maintenace of ESIS hospital and res qtrs at Agra	Job	80		
2		Providing services of unskilled workers such as helper,khalasi,etc. for day to day maintenance	Job	100		
		<b>TOTAL AMOUNT</b>				

	IV)	<b>Maintenance works of civil by supplying labour</b>				
	CODE	DESCRIPTION	UNIT	QTY	RATE	Amount
1		Providing services of skilled workers such as mason, plumber,carpenter ,mali, watchmen by (3 shifts) etc. for day to day maintenace of ESIS hospital and res. Qtrs. at Agra	Job	120		
2		Providing services of unskilled workers such as helper,khalasi,etc. for day to day maintenance	Job	80		
		<b>TOTAL AMOUNT</b>				

	V)	<b>SUPPLY AND PROVIDING OF FUEL</b>				
		DESCRIPTION	UNIT	QTY	RATE	Amount
1		Supply of Diesel as per State Govt. Rate	Ltr.	2,500.00		
2		Providing services for making arragement of purchase of fuel e.g. diesel/oil with container including to and fro and arragement of labour @ 2.25/ltr	Ltr.	2,100.00		
		<b>TOTAL AMOUNT</b>				



# NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED

(GOVT. OF INDIA ENTERPRISES)

## Annual Repair and Maintenance(Civil & Electrical) of Hospital Building including Residential Buildings and Premises ,external services under ESIS Hospital at Varanasi .

### **ABSTRACT OF COST (CIVIL/ELECTRICAL)**

Sr No.	Description	Amount (in Rs.)
I)	DSR ( Civil/Electrical Works)	298,180.25
Quated Rate in Percentage: In figure: (+ /- ).....%		
II) i	Non Schedule (Civil Works)	
II) ii	Non Schedule (Electrical Works)	
V)	DG SET Fuel	
	<b>A).....TOTAL</b>	
III)	Maintenance works of electrical/DG set by supplying labour	
IV)	Maintenance works of Civil by supplying labour	
	<b>B).....TOTAL</b>	
	<b>C = (A+B).....SUB TOTAL</b>	
	<b>SAY</b>	
In words:		

Sig. of Bidder  
with Stamp



**NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED  
(A GOVERNMENT OF INDIA ENTERPRISE)**

**UP ZONE, CAMP OFFICE: WA-68, SECTOR-135, NOIDA  
DISTT. GAUTAM BUDH NAGAR (UP)**

**Tender for Execution of Annual Repair & Maintenance Works (Civil & Electrical) of Hospital building including all Residential Buildings & Premises, External Services under ESI Hospital Complex, Pandey Pur Varanasi, (UP).**

**EMD  
&  
TECHNICAL BID  
(ENVELOPE – I)**