

TENDER DOCUMENTS

REPLACEMENT OF ROOF FOR QUARTER NO. 40, (TYPE-IV)
AT BNE, MALVIYA NAGAR, NEW DELHI-110066

FOR

DEPARTMENT OF EPFO

GENERAL TERMS AND CONDITION



NATIONAL PROJECTS CONSTRUCTION CORPN. LTD.

**N.P.C.C. Limited
CRPF UNIT,
Vasant Kunj, New Delhi**

**CORPORATE OFFICE
67-68, Sector-25
Faridabad- 121 004
Haryana.**

Issued to: -

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NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED
(A Govt. of India Enterprise)
CRPF UNIT, PLOT NO.8, VASANT KUNJ PH-II, NEW DELHI -110070

Ref.No:-338101/ 945

Dated: - 16-10-2012

CORRIGENDIUM-1

Sealed percentage CUM ITEM rate tenders in CPWD form No. 7 for scheduled items are invited by Deputy General Manager (Civil), NPCC Ltd. from eligible contractors of NPCC for the following work.

S.No.	Name of Work	Estimated Cost (Lacs)	Earnest Money	Period of Completion
1.	REPLACEMENT OF ROOF FOR QUARTER NO. 40, (TYPE-IV) AT BNE, MALVIYA NAGAR, NEW DELHI-110066	3.59 Lacs	2%	60 days

The tender documents consisting detailed specifications, schedule of quantities, terms and conditions etc can be obtained from Office of the undersigned having its location at **CRPF UNIT, PLOT NO.8, VASANT KUNJ PH-II, NEW DELHI -110070** on any working day from 08-10-2012 to 29-10-2012 on payment of non refundable Rs 1000/- per set or downloaded from the NPCC Website for which additional payment to the tune of Rs. 1000/- has to be paid by the agency alongwith tender in the shape of demand draft in favour of the NPCC Ltd. payable at Delhi. Filled up tender documents along earnest money in the form of Demand Draft in favour of NPCC Ltd shall be submitted in the above mentioned office on or before 30-10-2012 by 3.30PM. Tender Document shall be opened on the same day at 4 PM. NPCC reserves right to cancel any or all the tenders without assigning any reason.

(S.K. Majumder)
Dy. General Manager

CC :-

1. General Manager (PMC), NPCC Ltd., Corporate Office for uploading in the NPCC Website pl.
2. The Zonal Manager, Delhi Zonal Office, NPCC Ltd., Delhi for information please
3. DM(F), NPCC Ltd., CRPF Unit, Vasant Kunj, N. Delhi



NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED
(A Govt. of India Enterprise)
CRPF UNIT, PLOT NO.8, VASANT KUNJ PH-II, NEW DELHI -110070

Ref.No:-338101/939

Dated: - 04-10-2012

TENDER NOTICE

Sealed percentage CUM ITEM rate tenders in CPWD form No. 7 for scheduled items are invited by Deputy General Manager (Civil), NPCC Ltd. from eligible contractors of NPCC for the following work.

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(S.K. Majumder)
Dy. General Manager

CC :-

4. General Manager (PMC), NPCC Ltd., Corporate Office for uploading in the NPCC Website pl.
5. The Zonal Manager, Delhi Zonal Office, NPCC Ltd., Delhi for information please
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GENERAL TERMS AND CONDITION

1.0. General

The contract means the document forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of NPCC and the contractor, together with the documents referred to therein including these condition, the specification, design, drawings and instruction issued from time to time by the Engineer-in-Charge and all these taken together, shall be deemed to form one contract and shall be complementary to one another.

- 1.1. In the contract the following expression shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them.
- 1.2. National Project Construction Corporation Limited, hereinafter called "NPCC" proposes to get the works executed as mentioned in the contract on behalf of Owner/ Client.
- 1.3. The work will be executed as per drawings approved and released for "CONSTRUCTION" by NPCC unless otherwise specified elsewhere in the tender document.

2. OTHER DEFINITIONS

- a. **ENGINEER-IN-CHARGE** means the Dy. General Manager of NPCC or his representative 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 so much construction, be constructed and taken to mean the work by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- c. The site shall mean the land and or other places on into or through which work is to be executed under the contract or any adjacent land, part or street through which work is to be executed under the contractor or any adjacent land, path or street which may allotted or used for the purpose of carrying out the contract.
- d. **CONTRACTOR:-** The contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successor of such firm or company and the permitted assigns of such individual or firm or firms or company.
- e. **DRAWINGS** mean the drawings referred to in the Bill of Quantities, specification and any modification of such drawings or such other drawings as many from time to time being furnished or approved by NPCC.
- f. **SITE:-** Site means 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.
- g. **APPROVAL** means approved in writing including subsequent written confirmation of previous verbal approval.
- h. **WRITING** means any manuscript typed written or printed statement under or over signature and / or seal as the case may be.
- i. **MONTH** means English Calendar month 'Day' means a calendar day of 24 Hrs each.
- j. **CONTRACT VALUE** means the sum for which the tender is accepted as per the letter of intent.

- k. **LANGUAGE** all documents and correspondence in respect of this contract shall be in English Language.
- l. **BILL OF QUANTITIES or SCHEDULE OF QUANTITY** means the price and completed BOQ or Schedule of Quantities forming part of the tender.
- m. **OWNER/CLIENT** EPFO, Bhikaji Cama Place, New Delhi who has awarded the work and NPCC is acting as agent of them for the purpose of getting the work executed and entering into contract on their behalf.
- n. **IMPLEMENTING/EXECUTING AGENCY** means NPCC.
- o. **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 provision of the Contract, as accepted by the letter of intent or Award letter. The word TENDER is synonymous with bid and the word TENDER DOCUMENT with "Bidding Document" or "offer document".
- p. The heading in the clause / condition 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 importing persons or parties shall include firms and corporations and organization having legal capacities.

1.4 **INSPECTION OF SITE 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 constrains at site approach road to 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 level, other details of river, streams & any other relevant information required by them to execute complete scope of work. The tenderer may be obtained all necessary information as to risks, contingencies & other circumstance (insurgencies etc.) which may influence or affect their tender price. Tenderer shall be deemed to have considered site condition 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.

3.0. **SCOPE OF WORK**

- 3.1. The scope of work covered in this tender shall be as per the BOQ, specifications, drawings, instructions, orders issued to the contractor from time to time during the pendency of work.
- 3.2. The quantity of various items as entered in the BOQ 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 qualities.

4.0. **VALIDITY OF TENDER.**

The tender for the works shall remain open for acceptance for a period ninety days from the date of opening of price bid of tenders. The earnest money will be forfeited without any prejudice to any right o r 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.

5.0. ACCEPTENCE 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 reserve the right to Split the work among to 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 A. SET OF CONTRACT DOCUMENTS.

The following documents will complete a set of tender document.

- i. NIT and instruction to tenderer.
- ii. General condition of the contract including special condition of the contract and prescribed formats.
- iii. Schedule of rates / Bill of quantities.
- iv. Technical specifications (general, additional technical specification).
- v. Tender drawings.

B. Signing of Agreement.

Successful Contractor shall purchase one no. non-judicial stump paper of appropriate value as desired by the Engineer-in-Charge and shall complete all formalities and sign the agreement within 15 days of issue of letter of intent. Incase the contractor does not sign the agreement as above all start the works his earnest money deposited with NPCC as stipulated herein below is liable to be forfeited and LOI consequently will stand withdrawn. Cost of 4 set of agreements @ Rs. 500 per set is to be born by successfully bidder.

7.0 EARNEST MONEY DEPOSIT

Earnest money deposit of amounting as mentioned in the NIT is required to be submitted along with the tender shall be in the form of **Demand Draft or Banker Cheque** payable at Delhi in favor of NPCC Limited from any Nationalized / Scheduled Bank of India from any Nationalized bank. The EMD shall be valid for minimum period of 180 days (One hundred eighty days) from last day of submission of tender.

8.0. MOBILIZATION ADVANCE No Mobilization advance will be paid.

9.0 INITIAL SECURITY DEPOSIT /PERFORMANCE GUARANTEE

Security deposit or retention money shall be deducted from each running bill of the contractor @ 10% of the gross value of running account bill.

The security deposit or retention money shall be refunded to the contractor after expiry of **defects liability period** or on payment of the amount of the final bill whichever is later.

If the amount of Security Deposit Deduction incase more than 5.00 lacs (Rupees Five lacs only), the excess amount i.e. beyond 5 lacs. can be refunded to contractor against submission of Bank Guarantee of equivalent amount from a Nationalized bank in the prescribed pro-forma of NPCC.

11.0 INCOME TAX & DVAT DEDUCTION

Income tax deductions shall be made from all payment made to the contractor including advances against work done, as per the rules and regulation in force, in accordance with the income tax act prevailing from time to time.

12.0. TAXES AND DUTIES.

12.1. The contractor shall be responsible for the payment, wherever payable, at his own cost of all taxes such as excise duty, custom duty, sales tax, including the purchases tax, consignment tax, work contract tax, service tax or any other similar tax in the state concerned, turnover tax, toll tax, octroi charges, royalty. Cess, levy and other tax(as) or duty(is) which may be specified by local/state/central govt. from time to time on all materials

13.0. 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 rates or any escalation shall be allowed on account of any increase in price of materials, labor, POL and overheads etc or any other statutory increase during the entire contract period.

14.0. ESCALATION / PRICE VARIATION.

No claim on account of any price variation / Escalation on whatsoever ground shall be entertained at any stage of works. All rate as per 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.

20.0 LABOR LAWS TO BE COMPLIED BY THE CONTRACTOR

The contractor shall obtain a valid license under the contract labor (R & A) Act 1970 and the contract labor Act (R & A) Central rules 1971 and amended from time to time, and continue to have a valid license until the completion of the work including defect liability period. The contractor shall also abide by the provision of the child labor (prohibition an 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.

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

21. LABOR SAFETY PROVISION

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

23.0. LAW GOVERNING THE CONTRACT

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

24. LAWS, BY LAWS RELATING TO THE WORK

The contractor shall strictly abide by the provision, for the time being in force, of any law relating to works or any regulation and bylaws made by any local authority or any water & lighting agencies or any undertaking within the limits of the jurisdiction of which the work is proposed to be executed. The contract shall be bound to give to the authorities concerned such notice and take all approvals as may be provided in the law, regulations or bylaws as aforesaid, and to pay all fee and taxes payable to such authorities in respect thereof.

25. EMPLOYMENT OF PERSONEL

25.1 The contractor shall employ only India National as his representatives, servants and workmen after verifying their antecedents and loyalty. He shall ensure that no personal of doubtful antecedents and any other nationality in any way is associated with the works.

25.2 The NPCC shall have full power and without giving any reason to the contractor, immediately to get remove any representative , agent, servant and workmen or employee on account of misconduct negligence or incompetence or whose continued employment may in his opinion be undesirable. The contractor shall not be allowed any compensation on this account.

28. WATCHING AND LIGHTING :-

The contractor shall at his own cost take all precautions to ensure safety of life and property by providing necessary barriers, light, watchmen etc. during the progress of work as directed by Engineer-in-Charge.

31. MINIMUM WAGES ACT.

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

34. MEASUREMENT OF WORKS.

Unless otherwise mentioned in the bill of quantities the measurement of works shall be done as per MOST/CNPCC specification (as specified in Technical Specification of the tender) and if the same is not given in the MOST/CNPCC specification, the same shall be measure as pre latest BIS codes in force. The quantity of steel reinforcement and the structural steel sections incorporated in the work shall be measured & paid on the basis of standard coefficient of sections as per BIS codes of practice.

38. WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, ORDERS ETC.

The contractor shall executed the whole and every part of the work in the most substantial and workman like manner both as regard materials and otherwise in every respect in strict accordance with the specification. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instruction of writing in respect of the work assigned by the Engineer-in-Charge and the contractor shall be furnished free of charges one copy of the contract document together with specification, design, 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 labor and materials, tool and plants including for measurement 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 reasonable inferred from the contract. The contractors shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

41. TIME SCHEDULE & PROGRESS

- 41.1 Time allowed for carrying out all the works as entered in the tender shall be as mentioned in the "Memorandum to the Form of Tender" which shall be reckoned from the 10th day from the date on which the letter / telegram of intent is issued to the contractor. Time shall be the essence of the contract and contractor shall ensure the completion of the entire work within the stipulated time of completion..

48.0 INDIAN STANDARDS

Wherever any reference is made any IS in any particular specification, drawings or bill of quantities, it mean the Indian standards edition with the amendments current at the last date of receipt of tender documents.

49.0 CENTREING AND SHUTTERING

Marine plywood only or steel plates of minimum thickness as approved by Engineer-in-Charge shall be used for formwork. The shuttering plates shall be cleaned and oiled after every repletion and shall be used only after obtaining approval of NPCC's Engineer at site. The number of repetitions allowed for plywood and steel shuttering shall be at the discretion of Engineer-in-Charge of NPCC depending upon the condition of shuttering surface after each use and the decision of Engineer-in-Charge in this regard shall be final and binding on the contractor. No claim whatsoever on this account shall be admissible.

53.0 TESTS AND INSPECTION

The contractor shall carry out the various mandatory tests as per specifications and the technical documents that will be furnished to him during the performance of the work. The entire test on materials, as recommended by CNPCC, MOST and relevant Indian Standard codes or other standard specifications (including all amendment current at the last date of submission of tender documents) shall be got carried out by the contractor at the field testing laboratory or any other recognized institution/ laboratory, at the direction of the NPCC. All testing charges, expenses etc. shall be borne by the contractor.

All the tests, either on the field or outside laboratories concerning the execution of the work and supply of materials shall be got carried out by the contractor or NPCC at the cost of the contractor.

53.1. WORKS TO BE OPEN TO INSPECTION

All works executed or under the course of execution in pursuance of this contract shall at all times be open to inspection and supervision of the NPCC. The work during its progress or after its completion may also be inspected, by Chief technical Examiner a of government of India (CTE) and/ or an inspecting authority of state govt. of state in which work is executed and/or by third party checks by owner / clients. The compliance of observations / improvement as suggested by the inspecting officers of NPCC/CTE /State authorities/ owners shall be obligatory on the part of the contractor at the cost of the contractor.

55.0. BITUMEN WORK

- 55.1. The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting started and shall hypothecate it to the Engineer-in-Charge. Although the materials are hypothecated to NPCC the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in-Charge in writing.
- 55.2. The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall be refunded after the expiry of this period.

56.0 CARE OF WORKS. :-

From the commencement to the completion of the works handing over to the NPCC and contractor shall take full responsibility for the care thereof and all temporary works and in case any damage loss or injury shall happen to the works or to any part thereof or to any temporary works due to lack of precaution / negligence on part of contractor, the same shall be made good at his own cost.

57.0. NO COMPENSATION FOR CANCELLATION / REDUCTION OF WORKS

If at any time after the commencement of the work the NPCC shall for any reason whatsoever is required to abandon the work or is not require the whole work thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fact the contractor, who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derived in consequence of the full amount of the work not having been carried out or fore-closure, neither shall he have may claim for compensation by reason of any alterations having been made in the original specifications, drawings and instructions which shall involve any curtailment of the work as originally contemplated.

Provided that the contractor shall be paid the charges of the cartage only of materials actually and bonafide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof and then taken back by the contractor, provided however, that the Engineer-in-Charge shall have in all such cases the option of taking over the case of such stores having been issued by NPCC and return by the contractor to NPCC, credit will be given to him by the Engineer-in-Charge at rate not exceeding those at which they were originally issued to him after taking into consideration any deduction for claim on account of any deterioration or damage while in the custody of the contractor and in hid respect the decision of the Engineer-in-Charge shall be final.

59.0 PROHIBITION ON SUBLETTING

- 59.1. The contractor shall not sublet or assign the whole or part of the works except where otherwise provided, by the contract and even then only with the prior written consent of the NPCC and such consent if given shall not relive the contractor from ant liability or obligation under the contract and he shall be responsible for the acts, defaults or neglects of any sub-contractor, his agent, servants or workman as full as if they were the acts, the defaults or neglects of the contractor, his agent servants or workman provided always that the provision of labor on piece work basis shall not be deemed to be a subletting under this clause.

59.2. The contractor may entrust specialist items of works to the agencies specialized in the specific trade. The contractor shall give the names and details of such firm whom it is going to employ for approval of NPCC. These details shall include the expertise, financial status, technical manpower, equipment, resources and list of works executed and on hand of the specialist agency.

60.0 SETTING OUT OF THE WORKS.

The contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the work. If at any time during the progress of works, shall any error appear or arise in the position, levels, dimensions or alignment of any part of the work, the contractor shall at his own expenses rectify such error to the satisfaction of Engineer-in-Charge. The checking of any setting out or of any line or level by the engineers of NPCC shall not in any way relieve the contractor of his responsibility for the correctness.

61.0 NOTICE BEFORE COVERING UP THE WORK.

The contractor shall give not less than seven days notice before covering up or otherwise placing beyond the reach of measurement any work, to the Engineer-in-Charge in order that the same may be inspected and measured. If any work is covered up or placed beyond the reach of inspection/measurement without such notice or his consent being obtained the same shall be uncovered at the contractors expenses and he shall have to make it good at his own expenses.

64.0. SITE CLEARING.

64.1. The contractor shall ensure that the working site is kept clean and free obstructions for easy access to job site and also from safety point of view. Before handing over the work to the NPCC the contractor shall removed all temporary structures like the site offices, cement go down, stores, labour, hutments etc. scaffolding rubbish, left over materials tools and plants, equipments etc., clean and grade the site to the entire satisfaction of the Engineer-in-Charge. If this is not done the same will be got done by NPCC at his risk and cost.

66.0 MATERIALS OBTAINED FROM DISMANTLEMENT TO BE OWNER'S

All materials like stone, boulders and other materials obtained in the work of dismantling, excavation etc. will be considered owner/ government property and may be issued to the contract by the owner / NPCC, if required for use in this work at rates approved by NPCC or the contractor may be asked to dispose these items at his cost.

67.0. SET-OFF CONTRACTORS LIABILITY

NPCC shall have the right to deduct or set off the expenses incurred or likely to be incurred by it in rectifying the defects as aforesaid from any or against any amount payable to the contractor under this agreement including security deposit and proceeds of performance guarantee.

70.0 ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK.

It shall appear to the Engineer-in-Charge or his authorized subordinate in charge of the work or to the Chief Technical Examiner or to any other inspecting agency of Government/ State Government / Owner where the work is being executed, that any work has been executed with unsound, imperfect, or unskillful workmanship or with materials of any inferior description, or that any materials or article provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall on

demand in writing which shall be made within six month of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part as the case may required or as the case may be, remove the materials or articles so specified in whole or in part of the case may required or as the case may be, removed the materials or article sat his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in hid demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on the estimate amount put to tender for every day no exceeding ten days, while his failure to do so shall continue and in the case of any such failure, the Engineer-in-Charge may rectify or remove and re-executed the work or remove and replace with others, the materials or articles complied of as the case may be at the risk and expenses in all respects of the contract.

71.0 POSSESSION PRIOR TO COMPLETION

71.1 NPCC shall have the right to take possession of or use any completed work. Such possession or use shall not be deemed to be any acceptance of any work not completed in accordance with the contract agreement shall be deemed to be modified accordingly. The decision of NPCC in the case shall be fin al binding and conclusive.

71.2 When the whole of the works or the groups of items of work for which separate periods or completion have been specified have been completed the contractor will give a notice to that effect to the engineer in writing. The Engineer shall within 7 days of the date of receipt of such notice inspect the works and either the Engineer-in-Charge issues to the contractor a completion certificate starting the date on which in his opinion the works were completed in accordance with the contract or gives instruction in writing to the contractor specifying the balance item of work which are required to be done by the contractor before completion certificate could be issued. The Engineer-in-Charge shall also notify the contractor of any defect in the works affecting completion.

71.3 The contractor shall during the course of execution prepare and keep updated a complete set of 'as built' drawing to show each and every change from the contract drawings, to show each and every change from the contract drawings, changes recorded shall be countersigned by the Engineer-in-Charge and the contractor. Four copies of 'as built' drawings shall be supplied to NPCC by the contractor within 30 days of the completion. All cost incurred in this respect shall be borne by the contractor only.

72.0 WITHHOLDING AND LEIN OF PAYMENT.

Whether any claim o r claims for payment of money arises out of or under the contract against the contractor, the Engineer – in- Charge of NPCC shall be entitled to withhold and also to have a lien to retain in whole or in part, the security deposit, performance guarantee and or to withhold and have a lien to retain in part or full the payment due to the contractor or any claims of the contractor for any contract with NPCC ltd. So as to cover the claimed amount till the claim arising out of or under the contract is determined by the arbitrator /competent court / competent authority.

73.0 DEFECTS LIABILITY PERIOD

The contractor shall be responsible for the rectification of defects in the works for a period six months from the date of taking over of the works by the Owner / Client. Any defects discovered and brought to the notice of the contractor forthwith shall be attended to and rectified by him at his own cost and expense. In case the contractor fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by NPCC at the cost and expense of the contractor.

75.0 FORCE MAJEURE

Any delay in or failure of the performance of either party hereto shall not constitute default hereunder to give rise to any claims for damages, if any to the Extent such delay or failure of performance is caused by occurrences such as acts of God or the public enemy , expropriation, compliance with any order or request of Government authorities, acts of war, rebellions, sabotage fire, floods, illegal strikes, or riots (otherwise than among the contractors employees). Only extension of time shall be considered for Force Majeure conditions as accepted by NPCC. No adjustment in contract price shall be allowed for reasons of force majeure.

74.0 ARBITRATION –

Both the parties shall make efforts to settle the disputes or differences amicably. If amicable settlement is not possible the same shall be referred to the sole arbitrator of Chairman and managing Director of NPCC or the person appointed by CMD, NPCC and the decision of the arbitrator shall be final and binding on both the parties. Arbitration shall be accorded in Indian arbitration and conciliation Act. 1996.

77. JURIDICTION

The agreement is deemed to be executed at Delhi and the Courts in Delhi alone will have jurisdiction to deal with matters arising there from.

78. SUSPENSION OF WORKS

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

- i) On account of any default on part of the contractor, or
- ii) For proper execution of the works or part thereof for reason other than the default of the contractor, or
- iii) For safety of the works or part thereof. The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-charge.

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

i) The contractor shall be entitled to an extension of the time equal to the period of every such suspension plus 25%. No adjustment of contract price will be allowed for reasons of such suspension.

ii) In the event of the Contractor treating the suspension as an abandonment of the Contract by NPCC, he shall have no claim to payment of any compensation on account of any profit or advantage which he may derive from the execution of the work in full.

78. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

Without prejudice to any of the right or remedies under this contract if the contractor dies, the Engineer-in-charge shall have the option of terminating the contract without compensation to the contractor.

If the contractor will not executed the works as per the construction programme or time scheduled entered the agreement including time extension if any due to the reasons attributable to him, NPCC reserves the right to terminate or reduce his contract at any stage of contract period and got executed the work at the risk and cost the contractor.

79. CLARIFICATION AFTER TENDER SUBMISSION

Tenderers attention is drawn to the fact that during the period, the bids are under consideration, the bidders are advised to refrain from contacting by any means, the NPCC and/or his employees/representatives on matters related to the bid under consideration and that if necessary, NPCC will obtain clarifications in writing or as may be necessary. The tender evaluation and process of award of works is done by duly authorized Tender Security Committee and this committee is authorized to discuss and get clarification from the tenderers.

80. ADDENDA / CORRIENDA.

Addenda/Corrigenda to the tender documents may be issued prior to the date of opening of the tender to clarify or effect modification in specification and / or contract terms included in various tender documents. The tenderer shall suitably take into consideration such Addenda/Corrigenda while submitting his tender. The tenderer shall return such Addenda/Corrigenda duly signed and stamped as confirmation of its receipt and submit along with the tender document. All addenda/Corrigenda shall be signed and stamped as confirmation of its receipt and submit along with the tender documents. All addenda / corrigenda shall be signed and stamped on each page by the tenderer and shall become part of the tender and documents.

84. CONTRACT COORDINATION PROCEDURES, COORDINATION MEETINGS AND PROGRESS REPORTING

The Contractor shall prepare and finalize in consultation with NPCC, a detailed contract coordination procedure within 15 days from the date of issue of Letter of Intent for the purpose of execution of the Contract.

The Contractor shall have to attend all the meetings at any place in India at his own cost with NPCC, Owners/Clients or Consultants of NPCC /Owner/Client during the currency of the Contract, as and when required and fully cooperate with such persona and agencies involved during these

discussions. The Contractor shall not deal in any way directly with the Clients/owners or Consultants of NPCC/Owner/Clients and any dealing/correspondence if required at any time with Clients/Owners/Consultants shall be through NPCC only.

During the execution of the work , Contractor shall submit at his own cost a detailed Monthly progress report to the Engineer-in-charge of NPCC by 5th of every month. The format of monthly progress report shall be as approved by Engineer-in-charge of NPCC.

85. MANNER OF EXECUTION OF CONTRACT AGREEMENT

The Contractor shall enter into a Contract Agreement with the NPCC within 15 days from the date 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. In case , the contractor does not sign the agreement as above or start the work within 15 days of the issue of letter/telegram of intent, his earnest money is liable to be forfeited and letter of intent consequently will stand withdrawn.

86. MANAGER OF EXECUTION OF AGREEMENT

i) The agreement as per prescribed Performa enclosed to the Special Conditions of Contract shall be signed at the office of the NPCC within 15 days from the date of issue of letter of intent. The Contractor shall provide 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 three originals and the Contract shall be provided with one signed original and the other two originals will be retained by NPCC.

87. CHANGE IN FIRM'S CONSTITUTION TO BE INTMATED

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-charge shall be obtained before any change is made in the constitution of the firms. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 59.1 hereof and NPCC shall be entitled to take action under Clause of the agreement.

88. CONSULTANCY CHARGES

Consultancy fee for Architectural & Structural design and drawing @1 % (one percent) of executed value will be recovered from the executed agency from running bill.

89 RECOVERY FOR CESS

Labour cess will be recovered as per Govt. Notifications.

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ABSTRACT OF COST

SL. NO.	DESCRIPTION OF THE ITEMS	TOTAL QUOTED COST
1	Civil Work	
2	Electrical	
	Total	

Signature of the Contractor



ANNEXURE-A

NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED
(A Govt. of India Enterprise)
CRPF UNIT, PLOT NO.8, VASANT KUNJ PH-II, NEW DELHI -110070

ESTIMATE FOR REPAIRING WORK OF TYPE - IV FLAT AT EPFO, BNE, MALVIYA NAGAR BASED ON DSR 2012

SN	DSR NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	15.3	Demolishing RCC work manually by mechanical by mechanica means including stacking of steel bars and disposal of unserviceable material within 50 meters lead as per direction of Engineer-in-charge.	CUM	12.86	978.95	12589.30
2	15.7.4	Demolishing brick work manually/by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of engineer-in-charge. In cement mortar	CUM	14.81	566.60	8391.35
3	15.1	Demolishing lime concrete manually/ by mechanical means and disposal of material within 50 meters lead as per direction of Engineer-in-charge.	CUM	8.38	234.20	1962.60
4	1.1.1	Carriage of materials by mechanical transport including loading,unloading and stacking. Lime, moorum,building rubbish.	CUM	36.05	100.74	3631.60

5		Reinforced cement concrete work in beams,suspended floors, roofs having slope up to 15° landings,balconies, shelves, chajjas,lintels,bands, plain window sills, staircases and spiral stair cases up to floor five level, excluding the cost of centering, shuttering, finishing and reinforcement, with 1:2:4 (1 cement:2coarse sand:4 graded ston aggregate 20 mm nominal size).				
	5.1.3		CUM	11.48	4703.90	54000.72
6		Centering and shuttering including strutting, propping etc. and removal of form for : Suspended floors, roofs, landings, balconies and access platform				
	5.9.3		SQM	91.05	311.20	28334..76
B		Centering and shuttering including strutting, propping etc. and removal of form for : Lintels, beams, plinth beams, girders, bressumers and cantilevers.				
	5.9.5		SQM	7	262.25	1835.75
7		Steel reinforcement for RCC work including straightening, cutting, bending, placing in position and binding all complete upto plinth level.: Thermo-mechanically Treated bars.				
	5.22A 5.22.1		KG	1081	56.75	61346.75
8		Brick work with common burnt5 clay FPS (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in : Cement mortar 1:6 (1 cement:4 coarse sand)				
	6.4.2		CUM	15.73	3876.15	60971.00

9		CEMENT PLASTER IN COARSE SAND - 12 mm cement plaser of mix: 1:6 ((1cement :4coarse sand)				
	13.4.2		SQM	81.09	121.05	9815.95
10		CEMENT PLASTER IN COARSE SAND - 15 mm cement plaster on rough side of single or half brick wall of mix: 1:6 ((1cement :4coarse sand)				
	13.5.2		SQM	81.09	140.45	11389.09
11		6 MM CEMENT PLASTER- 6 mm cement plaster of mix: 1:3 (1 cement : 3 fine sand)				
	13.16.1		SQM	98.05	101.00	9903.05

12		10 cm thick(average) mud phaska of damped brick earth on roofs laid to slope consolidated and plastered with 25 mm thick mud mortar mixed with bhusa@35 kg per cum of earth and gobri leaping with mix 1:1 (1 clay : 1 cow dung) and covered with flat tiles bricks , grouted with cement mortar 1:3 (1 cement : 3 fine sand) mixed with 2% of integral water proofing compound by weight of cement and finished neat: -With common burnt clay FPS (non modular) brick tile of class designation 10	SQM	82.73	375.60	31073.39
13	12.16.1	Distempering with oil bound washable distemper of approved brand and manufacture to give and even shade: New work (two or more coats) over and including water thinnable priming coat with cemtn primer	SQM	300	66.70	20010
14	13.41.1	finishing walls with water proofing cement paint of required shade: New work (two or more coats applied @ 3084 kg/10 sqm)	SQM	122.38	44.95	5500.95
	13.44	Total				3,20,757.00

%age to be added plus or minus over estimated cost of DSR – 2012

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Total amount

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Signature of the contractor



ANNEXURE-B

NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED
(A Govt. of India Enterprise)
CRPF UNIT, PLOT NO.8, VASANT KUNJ PH-II, NEW DELHI -110070

ESTIMATE FOR ELECTRICAL WORK OF TYPE - IV FLAT AT EPFO, BNE, MALVIYA NAGAR

DSR NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Wiring for light point/fan point/exhaust fan point/call bell point with 1.5 sq. mm FR PVC insulated copper cable in surface/recessed steel conduit, with piano type switch, phenolic laminated sheet, suitable size MS box and earthing the point with 1.5 sq. mm. FR PVC insulated copper core cable etc. as required				
1.1.1	Group A	Point	15	559.00	8385.00
	Wiring for twin control light point with 1.5 sq. mm insulated copper conductor single core cable in recessed steel conduit, 2 way piano type switch, laminated sheet, suitable size MS box and earthing the point with 1.5 sq. mm FR PVC insulated copper conductor etc. as required				
1.2		Point	3	889.00	2697.00
	Wiring for circuit/sub main wiring alongwith earth wire with the following sizes of FR PVC insulated copper core cable in surface/recessed steel conduit as				
1.7.2	2x2/5 sq. mm + 1 x 4 sq. mm earth wire	Meter	70	198.00	13860.00
1.7.3	2x2/5 sq. mm + 1 x 4 sq. mm earth wire	Meter	40	228.00	9120.00
	Supplying and fixing of following sizes of steel conduit alongwith the accessories in surface/recess including painting				
1.20.1	20mm	Meter	12	123.00	1476.00

1.20.2	25 mm	Meter	12	143.00	1716.00
	Installation of exhaust fan in the existing opening, making good the damage, connection, testing, etc. as required.				
1.50.1	Upto 450 mm sweep	Each	2	163.00	326.00
	Installation, testing and commissioning of ceiling wiring the down rods of standard length (upto 30 cm) with 1.5 sq. mm FR PVC insulated, copper conductor, single including providing and fixing phenolic laminated sheet cover on the fan box etc. as required				
		Each	4	73.50	294.00
	Installation, testing and commissioning of pre-wired, fluorescent fitting/compact fluorescent fitting of all types, accessories and tube etc. directly on ceiling/wall, connection with 1.5 sq. mm FR PVC insulated, copper conductor, single core cable and earthing etc. as required.				
		Each	6	69.50	417.00
	Total				38291.00

%age to be added plus or minus over estimated cost of DSR – 2012

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Total amount

Signature of the Contractor