

TENDER

FOR

**Repairing of weared out internal roads of Type-I, II & III quarters
Krishi Kunj**

AT

IARI Pusa, New Delhi.

OWNER

**INDIAN AGRICULTURAL RESEARCH INSTITUTE,
PUSA NEW DELHI**

PROJECT MANAGEMENT CONSULTANT

**NATIONAL PROJECTS CONSTRUCTION CORPORATION LTD.
(A GOVT. OF INDIA ENTERPRISE)**

C.O : PLOT NO. 67-68, SECTOR -25, FARIDABAD, HARYANA

SECTOR OFFICE : DELHI ZONAL OFFICE, PLOT NO. 148, SEC-44 GURGAON.

UNIT OFFICE: NEW PUSA UNIT, OLD POLICE STATION, PUSA, NEW DELHI.

Name of Contractor _____

Date of application & receipt no. _____

Tender issued on _____

Date of receipt of tender _____

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NPCC Limited
New Pusa Unit,
Old Police Station,
Pusa Campus,
New Delhi - 110012

**NATIONAL PROJECTS CONSTRUCTION CORPORATION LTD
(A GOVT. OF INDIA ENTERPRISE)**

Ref. No. 407201/NIT/ 708

Date: 5.11.2012

TENDER NOTICE

Sealed offers are invited by **22.11.2012** upto 3.00 P.M. for and on behalf of **IARI** from reputed and resourceful Contractors for the work of **Repairing of weared out internal roads of Type-I, II & III quarters Krishi Kunj** at IARI Pusa, New Delhi. Tender document can be purchased from office of undersigned at N.P.C.C. Limited, New Pusa Unit, Old Police station, IARI Pusa, New Delhi or can be downloaded from NPCC's website.

Corrigendum/Addendum if any to this NIT would be loaded in our website & Central Government Portal (CPPP).

For details log on to our website www.npcc.gov.in.

**PROJECT MANAGER
Ph. No. 011-25841029**

NATIONAL PROJECTS CONSTRUCTION CORPORATION LTD
(A GOVT. OF INDIA ENTERPRISE)
New Pusa Unit, IARI Pusa, New Delhi

Ref. No. 407201/NIT/ 708

Date: 5.11.2012

Notice Inviting Tender

M/s. National Project Construction Corporation Limited (A Govt. of India Enterprise) on behalf of IARI Pusa, New Delhi invites sealed tenders from reputed and resourceful Contractors having EPF/ESI/Sales tax/DVAT/PAN etc. for the under mentioned works in 3 (three) envelop system:

Name of Work	:	Repairing of wornout internal roads of Type-I, II & III quarters Krishi Kunj at IARI Pusa, New Delhi.
Estimated cost	:	Rs. 20.96 lacs
Earnest Money Deposit	:	Rs. 52,415/- in the form of DD valid for 90 days
Time Period	:	2 months
Cost of Tender Document	:	Rs. 1500/- (Non-refundable in cash/DD in favour of NPCC Ltd. New Delhi.
Last date for submission of tender document	:	22.11.2012 upto 3.00pm
Date of Opening of Technical Bid	:	22.11.2012 by 3.30pm

- Separate envelope(s) should be superscribed as "EMD", "Technical Bid" and "Price Bid".
- Tender document may be obtained from the office of the undersigned between 11.00 AM to 4.00 PM from **7.11.2012 to 21.11.2012**.
- The tender document can also be downloaded from our website www.npcc.gov.in and the requisite fee shall be paid by demand draft in favour of NPCC Ltd. Payable at New Delhi along with submission of tender in a separate envelope marked cost of tender form without which the tender submitted will not be entertained.
- Tender without requisite EMD & Tender fee shall be rejected out rightly.
- The date of opening of Price Bid will be intimated to the qualified agencies separately if not opened on the same day.
- The tender documents shall also be uploaded in Central Government Portal (CPPP).

Project Manager
N.P.C.C. Limited
New Pusa Unit,

IARI Pusa, New Delhi

INFORMATION AND INSTRUCTIONS FOR TENDERERS :

1. The details of work to be carried out and its scope is given in the “Notice Inviting Tender” which also indicate a brief description of the project where work is to be executed. The tenderers are advised to study the same carefully before tendering and they shall be deemed to have fully acquainted themselves with the same.
- 1.1 The tenderers, in their own interest, are also advised to inspect and examine the site and its surroundings and satisfy themselves, before submitting their tenders, in respect of the site conditions including, but not restricting to, the following which may influence or effect the work or cost thereof under the contract.
 - a. Site conditions including access to the site, existing and required roads and other means of transport/communication for use by him in connection with the work.
 - b. All other information pertaining to and needed for the work including information as to the risks, contingencies and other circumstances which may influence or effect the work or the cost hereof under this contract.
2. The tenderers should note and bear in mind that the NPCC Ltd. shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge, as aforesaid, on the part of the tenderer shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the NPCC Ltd.
3. The offer should be valid for 90(Ninety) days from the date of opening of the tender.
4. The tender should be submitted in the prescribed form and the same should be signed properly as laid down hereunder :-
 - a. If the tender is submitted by an individual, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.
 - b. If the tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above their full name and current business addresses, or by a partner holding the power of attorney of the firm by signing the tender in which case a certified copy of the power of attorney shall accompany the tender. A certified copy of the partnership deed and current business address of all the partners of the firm shall accompany the tenders.
 - c. If the tender is submitted by a Public or Private limited company, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the tender. Such Public or Private limited company may be required to furnish satisfactory evidence of its existence before signature.
 - d. All witnesses and sureties shall be persons of status and their full names, occupation and addresses shall be stated below their signatures. All signatures affixed on each page in the tender will be dated.
 - e. The tender for the works shall not be witnessed by a tenderer or tenderers who himself/themselves has/have tendered or who may and has/have tendered for the same works.

Failure to observe this condition shall render the tender of the tenderer tendering as well as of the witnessing the tender liable to rejection.

- 5.a) If during the tender validity period, the tenderer withdraws his tender the earnest money deposit shall be forfeited.
- (b) The earnest money deposit will be returned to the unsuccessful tenderers after expiry of validity period or on finalization of tender whichever is earlier.
6. The rates shall be written both in words and in figures. Tenderer shall also show the total of each item, the total of each schedule and the grand total of the whole contract, corrections, if any, shall be made by crossing out, initialing, dating and rewriting. In case of conflict between the figures and words in the rates, the later shall prevail.
7. The Corporation shall have the right of rejecting all or any of the tenders and split the work between two or more parties or may reduce the scope of work and also will not be bound to accept the lowest or any other tender and the Corporation's decision in this regard shall be final and binding on all tenderers.
8. Tenders will be opened in the presence of tenderers who may be present at the time of opening of tender. Corporation's Officers will on opening of tender of the absentee tenderer, prepare a statement of the attested and unattested corrections in the tender over their signatures. Such a list shall then be binding on the absentee tenderer.
9. The tenderers shall not be entitled during the period of validity of their offers, to revoke or withdraw their tenders or vary any terms in regard thereof without the consent of the NPCC Ltd. in writing. tenderer shall get his earnest money paid alongwith the tender forfeited for any violation of this clause.
10. If the tenderer fails to commence the work given in the scope of work within 01 week from the date of issue of written order to commence the work, the NPCC Ltd. shall have a right to forfeit the earnest money deposited by the tenderer absolutely without prejudice to other rights and remedies available with NPCC Ltd.
11. The "Notice Inviting Tender" and this "Information and Instructions for Tenderer" shall form part of the Tender Documents.
12. Any addendum/corrigendum issued before the date of opening of tender will form part of tender documents.
13. Intending tenderers should visit the site, satisfy themselves regarding the site conditions, location of site, access roads to the site and collect all relevant information required before tendering for the work. Tenderer shall be deemed to have full knowledge of the site, specifications and no excuse as regard to want of information or clarification shall be considered after the tender has been received.

Dated : _____

Signature of the Tenderer

Witness : _____

DECLARATION

To,
Project Manager,
NPCC Limited
New Pusa Unit,
Old Police Station,
IARI, Pusa, New Delhi.

I/We have read and examined the following tender documents relating to the work of **Repairing of wornout internal roads of Type-I,II & III quarters Krishi Kunj at IARI Pusa, New Delhi.**

1. Notice inviting tender
2. Information and instructions for tenderers
3. Declaration form & warranty form
4. General conditions of the contract
5. Special conditions of contract
6. Criteria for Technical & Financial qualifications
7. Bill of quantities

I/We, hereby, tender for the works referred to the documents mentioned above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance with the details given therein and at the rates contained in Bill of Quantities within the period(s) of completion as given in Notice Inviting Tenders and subject to such terms and conditions as stipulated.

I/We agree to keep this tender open for acceptance for 90 days from the date of opening thereof and also agree not to make any modifications in its terms and conditions of our own accord.

A sum of **Rs. lakhs** is hereby forwarded in form of Demand draft as earnest money.

I/We agree if I/We fail to keep the validity of tender open, as aforesaid, or make any modification in the terms and conditions of my/our tender of our own accord and/or after the acceptance of our tender if I/We fail to commence the work within the stipulated time, as provided in the document referred to in paragraph 1 above, I/We shall become liable for forfeiture of my/our earnest money, as aforesaid, and the Corporation shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Should this tender be accepted, I/We agree to abide by and fulfill all the terms and conditions and provisions of the above mentioned tender documents.

I/We certify that the tender submitted by me/is strictly in accordance with the terms, conditions, specifications, etc. as contained in your tender documents, referred to in paragraph 1 above, and it is further certified that it does not contain any deviations to the aforesaid document.

Witness

Signature in the capacity of :

Date _____

Duly authorized to sign the tender
On behalf of the (in block letter)

WARRANTY FORM

M/s. _____ having its registered office at _____ (hereinafter referred to as the Contractor) having carefully studied all the documents, specifications, drawings etc. pertaining to the contract for the work of **Repairing of wornout internal roads of Type-I,II & III quarters Krishi Kunj at IARI Pusa, New Delhi.**

DO HEREBY WARRANTY THAT

1. The Contractor is familiar with all the requirements of the contract.
2. The Contractor has investigated the site and satisfied himself regarding the character of the work and local conditions that may affect the work or its performance.
3. The Contractor is satisfied that the work can be performed and completed as required in the contract.
1. The Contractor has had no collusion with other contractors, with any of the men of the Engineer-in-charge or with any other person in Department execute the said works according to the terms and conditions of the contract.
2. The Contractor has not been influenced by any statement or promise of the Department of Engineer-in-charge but only the contract, documents.
3. The Contractor is financially solvent.
4. The Contractor is experienced and competent to perform the contract to the satisfaction of the Engineer-in-charge.
5. The statement submitted by the Contractor is true.
6. The Contractor is familiar with all general and special laws, acts, ordinance, rules and regulations of the municipalities, district, state and central govt. that may affect the work, its performance or personnel employed therein.

Dated _____

For & behalf of the Contractor

GENERAL CONDITIONS OF CONTRACT: INTERPRETATION & DEFINITION

1. The contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that the India Official Secrets Act, 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such work under the contract.
2. Works to be carried out :- The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment, and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying in return of empties, posting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.
3. **Discrepancies and adjustment of errors** :- The several documents forming the contract are to be taken as mutually explanatory of one another.
4. All compensation or other sums of money payable by the contractor under the terms of this contract or any other contract or any other account whatsoever may be deducted from or paid by the sale of a sufficient part of his security deposit or from any sums which may be due or may become due to the contractor by corporation on any account whatsoever and in the event of his security deposit being reduced by reasons of such deduction or sale as aforesaid, the contractor shall within fourteen days of receipt of notice of demand from the Engineer-in-charge make good the deficit.
- 4.1 Refund of security deposit :- The amount deducted on account of 10% (ten) security deposit from this bills shall only be refunded to the contractor after all the defects pointed out to the contractor during maintenance period get rectified or after the payment of final bill which ever is later.
- 4.2 No interest shall be payable to the contractor against the Security Deposit furnished/recovered from the contractor, by the Corporation.
5. **MATERIALS:**
 - A) The Contractor shall at his own expenses, provide all materials required for the work.
 - i) All material to be provided by the contractor shall be in conformity with the specifications laid down in the contract and the contractor shall, if requested by the Engineer-in-Charge, furnish proof to the satisfaction of Engineer-in-Charge that the materials so comply.
 - ii) The Contractor shall at his own expenses and without delay supply to the Engineer-in-charge samples of materials proposed to be used in the works. The Engineer-in-charge shall within seven days of supply of samples or within such further period as he may require intimate to the contractor in writing, whether samples are approved by him or not. If samples are not approved, the sub-contractor shall forthwith arrange to supply to the Engineer-in-charge for his approval fresh samples complying with the specification laid down in the contract.
 - iii) The Engineer-in-charge shall have full powers to require removal of any or all of the materials brought to site by the Contractor which are not in accordance with the contract specifications or

do not conform in character or quality to samples approved by him. In case of default on the part of the contractor in removing rejected materials the Engineer-in-charge shall be at liberty to have them removed by other means. The Engineer-in-charge shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the contractor refusing to comply, he may cause the same to be supplied by other means. All costs, which may attend upon such removal and/or substitution, shall be borne by the Contractor.

- iv) Subject as hereinafter provided in condition all charges on account of octroi, terminal or sales tax and other duties on materials obtained for the works from any source (excluding materials supplied by the corporation) shall be borne by the contractor.

B. **General** :- Materials required for the works, whether brought by the contractor or supplied by the Corporation, shall be stored by the contractor only at places approved by the Engineer-in-charge, storage and safe custody of material shall be the responsibility of the contractor.

- i Corporation officials concerned with the contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or at any places(s) where these are lying or from which these are being obtained and the contractor shall give such facilities as may be required for such inspection and examination.

- ii All materials brought to the site shall become and remain the property of the Corporation and shall not be removed off the site without the prior written approval of the Engineer-in-charge but whatever the works are finally completed and advance, if any, in respect of any such material is fully recovered, the contractor shall at his own expense forthwith remove from the site all surplus material originally supplied by him and upon such removal, the same shall revert in and become the property of the contractor.

6. **Nuisance** :- The Contractor shall not at any time do, cause or permit any nuisance on site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the site and to the public generally.

7. **Contractor's Supervision** :- The Contractor shall either himself supervise the execution of the works or shall appoint a competent agent approved by the Engineer-in-charge if the Contractor has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the works, the contractor, shall at his own expense, employ as his accredited agent an engineer approved by the Engineer-in-charge. Orders given to the contractor's agent shall be considered to have the same force if these had been given to the contractor himself. If the contractor fails to appoint a suitable agency as directed by the Engineer-in-charge, the Engineer-in-charge shall have full powers to suspend the execution of the works until such date as a suitable agent is appointed and the contractor shall be held responsible for the delay so caused to the works.

8. The Engineer-in-Charge or his representative shall have powers at any time to inspect and examine any part of the works and the contractor shall give such facilities as may be required for such inspection and examination.

9. The contractor shall only engage the skilled/ semiskilled workmen of adequate qualification and experience. The contractor shall get approval from the Engineer-in-Charge before appointing the employee. The Engineer-in-Charge shall examine the qualification and experience of the person and then only the contractor shall depute the same for work.

10. **Removal of Workmen** :- The Contractor shall employ in and about the execution of the works only such persons as are skilled and experienced in their several trades and the Engineer-in-

charge shall be at liberty to object to and require the contractor to remove from the works any person employed by the sub-contractor in or about the execution of the works who in the opinion of the Engineer-in-charge misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the Engineer-in-charge.

11. The contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the works and against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Corporation against any compensation or damage caused by the excepted risks. Corporation shall not be responsible at all for any compensation whatsoever.
12. For closure of contract in full or in part due to abandonment or reduction in scope of work :- If at any time after acceptance of the tender the Corporation shall decide to abandon or reduce the scope of the works for any reason whatever and hence not require the whole or any part of the Works to be carried out, the Engineer-in-charge shall give notice in writing to that effect to the contractor and the contractor shall have no claim to any payment of compensation or other-wise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.
13. **Termination of contract for death** :- If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies then unless the Accepting Authority is satisfied that the legal representative of the individual contractor or of the proprietor of the proprietary concern and in case of partnership the surviving partners are capable of carrying out the completing the contract, the Accepting Authority shall be entitled to cancel the contract as to its incomplete part without the Corporation being in any way liable to payment of any compensation to the estate of the deceased contractor and/or to be surviving partners of the Contractor's firm on account of the cancellation of the contract. The decision of the Accepting Authority that the legal representatives of the deceased contractor or surviving partners of the contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the Corporation shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable for damages for not completing the contract.
14. Cancellation of contract in full or in part :- If the contractor
 - a) An any time makes default in proceeding with the works with due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-charge; or
 - b) Commits default in complying with any of the terms and conditions of contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-charge; or
 - c) shall offer, or give or agree to give to any person in Corporation's service or to any other person on his behalf and gift or consideration of any kind as an inducement or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the Corporation **or**
 - d) shall enter into a contract with the Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge unless the particulars of any such

commission and the terms of payment thereof have previously disclosed in writing for the Accepting Authority/Engineer-in-charge.

15. The execution of the work shall commence within 2 days from the date on which the corporation issues written orders to commence the work. If the contractor commits defaults in commencing the execution of the work as aforesaid, Corporation shall without prejudice to any other right or remedy is a liberty to forfeit the earnest money absolutely.
16. **Liability for damage, defects or imperfections and rectification thereof:-** If the contractor of his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence, etc. contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the contractor shall upon receipt of a notice in writing that behalf make the same good at his own expenses. In case the contractor fails to comply with the requirement of this condition, Engineer-in-charge shall have the right to get the work done by other means at the cost of the contractor. Before taking such action, however, the Engineer-in-charge shall give three days notice in writing to the contractor.
17. **Records and measurement:** - The Engineer-in-charge shall except as otherwise stated ascertain and determine by measurement the value in accordance with the contract work done in accordance therewith. All items having a financial value shall be entered in measurement book, level book, etc. prescribed by the corporation so that a complete record is obtained of all work performed under the contract.
 - a. **Payment of account** :- Interim bills shall be submitted by the contractor at intervals of one month on or before the date fixed by the Engineer-in-charge for the work. The Engineer-in-charge shall then arrange to have the bill verified. Payment on account for amount admissible shall be made on the Engineer-in-charge certifying the sum to which the contractor is considered entitled by way of interim payment for the whole work, after deducting there from the amounts already paid the security deposit and such other amounts as may be deduct able or recoverable in terms of the contract.
 - b. **Time limit for payment of final bill** :- The final bill shall be submitted by the contractor within three months of physical completion of the works. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates as approved by Engineer-in-charge, shall be made within the period specified hereunder, the period being reckoned from the date of receipt of the bill by the Engineer-in-charge. After payment of the amount of the final bill payable as aforesaid has been made the contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the contract.
 - c. **Overpayments and underpayments** :- Wherever any claim for the payment of a sum of money to the Corporation arises out of or under this contract against the sub-contractor the same may be deducted by the Corporation from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with the corporation or from any other sum due to the contractor from the Corporation which may be available with the Corporation or from his security deposit; or he shall pay the claim be strictly regulated to the payment released by the owner of this project authority i.e. Indian Agricultural Research Institute to NPCC.
18. The tendered rates shall be firm for one year from the date of entering into the agreement with the corporation and no escalation shall be payable whatsoever.

19. Unless otherwise provided in the bill of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts loads and depths of the building and nothing extra shall be payable to him on this account.
20. No payment shall be made to the contractor for any damage caused by rain, floods or any other natural cause whatsoever during the execution of work. The damage to the work will be made good by the contractor at his own cost and no claim on this account shall be entertained.
21. Some restrictions may be imposed by the security staff etc. on the working and / or movement of labour, materials etc. The contractor shall be bound to follow all such restrictions instructions and nothing extra shall be payable on this account.
22.
 - a) The operation and maintenance will be carried out in the manner complying in all respects with the requirements of relevant by laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and nothing extra will be paid on this account.
 - b) The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges for which he may be liable.
23. The contractor shall take all precaution to avoid all accidents by exhibiting necessary caution boards. He shall be responsible for all damages and accidents caused due to negligence on his part.
24. Corporation shall not be responsible for payment of wages to the workmen employed by the contractor for various works.
25. Corporation shall not be responsible for any compensation which may required to be paid to the workmen of the contractor consequent upon any injury/mishap etc.
26. The contractor shall not employ any child below the age of 18 years (as provided under article 24 of the constitution).
27. The contractor shall obtain a licence under the contract Labour (regulation and abolition) Act, 170 as provided under Section-12 of the said Act before a starting the execution of the work.
28. The contractor shall ensure the payment of minimum wages to the workers employed by him as provided under the minimum wages act, 1948 and rules framed there under a may be applicable to the site of work. In no case the work will be allowed to suffer on account of payment of wages.
29. The contractor shall indemnify the Corporation against all such fines, penalties, damages and claims which the Corporation may have to incur on account of any breach or violation on the part of the contractor in implementing, the revisions of various Labour laws and in case the Corporation is made liable for payment of any compensation or penalty of fire or damages on account of failure on the part of the contractor, the same shall be recovered/adjusted from the dues payable to the contractor by the Corporation.
30. The contractor shall comply with the provisions of the payment of wages act, 1936, minimum wages act, 1948, employer's liability act, 1938, workmen's compensation act, 1923, Industrial disputes act 1957 Maternity benefit act, 1961, Mines act, 1952, Contract labour regulation and abolition act, 170, EPF act or any modification thereof or any other law relating thereto and rules made there under from time to time.

31. The engineer-in-charge shall on a report having been made by an inspecting officer as defined in the contractor's regulation have the power to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or worker by reason of non fulfillment of the conditions of the contract for the benefit of workers, nonpayment of wages or of deduction made from his or their wages which are not justified by the terms of the contract or non observance of the said contractors labour regulations.
32. **Amendments:** Government may, from time to time, add to or amend these rules and issue such directions, as it may consider necessary for the proper implementation of these rules or for the purpose of removing any difficulty, which may arise in the administration thereof.
33. Service tax if applicable and becomes necessary to be deducted at source will be deducted from the bills of the agency. The agency will however take care for depositing the service tax himself to the appropriate authorities

SPECIAL CONDITIONS OF CONTRACT

1. The bill of quantities are as per the details enclosed with this tender documents.
2. **Deduction of income tax:** NPCC Limited shall deduct income tax at source from all the payments to be made to the contractor in accordance with the provisions of India Income Tax Laws as applicable to the contractor from time to time.
3. **Liability for EPF deduction:** The contractor shall be responsible for deduction contribution towards Employees Provident Fund from its employees and deposit the same along with its contribution to the concerned Regional Provident Fund commissioner under the Employees Provident Fund and Misc. Act, 1952 as amended from time to time.
4. **Price variation:** Quantities given in the tender document may increase or decrease. No extra payment shall be made for variation in quantities, whatever may be the percentage of increase or decrease in the quantities of any item. Rates shall remain firm even if certain items are required to be deleted.
5. **Mobilization advance:** No mobilization advance will be paid.
6. **Work Contract Tax:** Work contract tax will be recovered from each running account bill as applicable.
7. **Taxes, duties, levies etc.:** The contractor shall be responsible for the payment of all taxes, duties, levies, octroi etc. all materials articles that may be used in this work. Any increase in the aforesaid taxes, duties and levies etc. that may arise during the currency of the contract shall not be paid to the contractor by Corporation.
8. **Security deposit:** The contractor shall permit the corporation at the time of making any payment to him for work done under the contract to deduct towards the security deposit at the rate of 10% (ten percent) of gross amount of each account and final payment. The earnest money deposited by the successful tenderer at the time of tender will be treated as part of security deposit.
9. **Refund of security deposit:** The security deposit so deducted shall only be refunded to the contractor after all the defect pointed out to the Contractor during maintenance period of one year. In case the contractor fails to get the rectification done at his own cost, corporation shall have the right to get the same done at the risk and cost of the contractor. Performance of System as per design parameters shall be guaranteed by the Contractor for a period of one year from the date of satisfactory completion of Contract.
10. All the materials to be incorporated in the works under this contract must be of reputed makes and /or as approved by the Engineer-in-charge and shall be supplied with Test Certificate and material warranty/guarantee certificate.
11. The Engineer-in-charge reserves the right to increase or decrease the number of workmen to be deployed for the works to any extent.
12. The Engineer-in-charge reserve the right to deploy the workmen of the contractor any where in the Campus of the IARI as per the requirement.
13. Items for routine maintenance of electrical installation/electrical connection and fitting which could not be specified in above details, will also be covered under this contract.
14. The contractor will provide consumable like cloth, etc. cleaning insulation, electric tubes, bulbs, CFL, Teflon tape, fittings, taps, tower bolt, hinges, M-seal, glass, cleaning material (like phenyl, surf, wipers, etc.), pesticides, fertilizer, etc.

15. Contractor will be responsible to bring to immediately notice of the Engineer-in-Charge any abnormal functioning or faulty operation of any equipment and take timely steps to avoid breakdown/ disruption.
16. Contractor shall be responsible for any damage to the equipment, machinery or system on account of negligence/ fault of the contractor's authorized staff and the same will have to be made good at his risk and cost.
17. All dismantled materials resulting from replacement shall be returned to the Engineer-in-Charge or the representative appointed by him.
18. The operating staff will maintain daily log book of work executed and get it duly verified from the Engineer-in-Charge or his authorized agent. The contractor shall submit a bar chart for completion of work as per schedule upon start of work.
19. The operating staff will be provided essential operation/ maintenance/ hand tools including multi meter, mugger, openers etc. by the contractor.
20. In case of absence from duty deductions shall be made @ 1.50 Times of salary of concerned workmen from the RA bill of the contractor.
21. The contractor has to follow all electricity rules as amended from time to time and contractor shall be responsible for any mishap due to negligence on his part.
22. In the event of break down or major maintenance works, any extra staff required thereof and for cable jointing and for handling heavy equipment shall be Contractor's responsibility and no extra charges shall be payable on this account.
23. Uniform: The contractor has to provide two pairs of uniforms of approved colour to his employees while on duty within the premises they shall always be in uniform.
24. The contractor shall arrange and provide uniform and identity card to the workmen within one month from the date of works order issued, failing which an amount of Rs. 500/- per month shall be deducted from the subsequent monthly bills every month till such time the contractor provides the uniform to the workmen.
25. In case of negligence on the part of the contractor for operation and maintenance of electrical, HT/ LT panels and its associated accessories a pro-rata recovery shall be made from due payments of the contractor for the period and its associated accessories remain non operational.
26. Service Tax: The rates are inclusive of Service tax applicable from time to time. The contractor shall have to furnish the deposit challans to the corporation in token that the service tax for the work has been paid by him.
27. For Office upkeep, maintenance & inspection vehicle for site visit, an amount equal to 1% (one percent) from every Running Account Bill of the Agency will be recovered till the awarded work is completed which is inclusive of the rates quoted by them.

CRITERIA FOR TECHNICAL & FINANCIAL QUALIFICATIONS:-

1. The yearly turnover of the agency should not be less than **Rs.16.76 lacs**(Rs.sixteen lacs seventy six thousand) during the last three years ending 31st March of the previous year. Copy of balance sheet needs to be enclosed.
2. The agency who have earlier worked with govt. department/ PSU's would be preferred.
3. The agency should have independent EPF / ESI code No. or should demonstrate its willingness to obtain the same after the award of work.
4. The agency should have a valid sale tax, service tax, PAN, & DVAT registration No.
5. The agency should have solvency limit more than **Rs.12.58 lacs** (Rs. twelve lakhs fifty eight thousand).
6. The agency must have successfully completed/executed single work for an amount not less than **Rs.16.76 lacs**(Rs. sixteen lacs seventy six thousand) two works for an amount not less than **Rs. 10.48 lacs** (Rs. ten lacs forty eight thousand) and three works for an amount not less than **Rs.8.38 lacs** (Rs. eight lacs thirty eight thousand) of **similar nature** during the last three years. The copy of supporting documents needs to be enclosed.
7. Earnest money must accompany with the tender and the same should only be deposited in the form of a DD from any nationalized bank/ Scheduled bank in favour of M/s. NPCC Ltd. Payable at Delhi. Tender not accompanied by earnest money shall be rejected. Earnest money in any other form is not acceptable.
8. The rates shall be written both in words and in figures. The tenderer shall also show the total of each item, the total of each schedule and the grand total of the whole contract. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting. In case of conflict between the figures and words in the rates, the later shall prevail.

**BOQ FOR REPAIRING OF WORNOUT INTERNAL ROADS OF TYPE- I, II,& III IN KKRC AT IARI
NEW DELHI-12**

S. No.	Item Description	Qty	Unit	Rate	Amount
1	Scarifying road surface including disposal of rubbish lead upto 50m and consolidation of the aggregate received from scarifying with power road roller of 8 to 10 tonne capacity.	11000	sqm	6.45	70950
2	Providing and applying tack coat using hot straight run bitumen of grade 80/100 including heating the bitumen, spraying the bitumen with mechanically operated spray unit fitted on bitumen boiler, cleaning and preparing the existing road surface as per specifications: on bituminous surface @ 0.50kg/sqm	11000	sqm	17.15	188650
3	2.5cm premix carpet surfacing with 2.25 cum and 1.12cum of stone chippings of 13.2mm and 11.2mm size respectively /100sqm and 52kg and 56kg, of hot bitumen per sum of stone chippings of 13.2mm and 11.2mm size respectively including a tack coat with hot straight run bitumen including consolidation of the aggregate received from scarifying with power road roller of 6 to 9 tonne capacity : with paving Asphalt 80/100 heated and them mixed with solvent at the rate of 70gms/kg of asphalt.	11000	sqm	100.35	1103850
	TOTAL				1363450

Add _____% on DSR items

TOTAL (A)

4 MR	Repairing of pot holes with above items as per directions of Engineer in charge.	10	cum		
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TOTAL (B)

TOTAL(A + B)