



निटकॉन लिमिटेड
NITCON LTD.



CONSULTING | AUDITING | SKILLING | IT SOLUTIONS

(Public Sector Organization with Majority Shareholding by the Government Organizations)

**GAIL CSR PROJECT - REQUEST FOR
PROPOSAL FOR SELECTION OF
EXECUTION AGENCY FOR
CONSTRUCTION OF HOSTEL BUILDING
TO PROMOTE LITERACY AMONG
TRIBAL STUDENTS AT VANVASI
KALYAN ASHRAM, RAIGADA, ODISHA**

NIT No: NITCON/DEL/15/19/01; Dated 20.11.2024

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Tender Document Table of Contents

SECTION NO	PARTICULARS	DETAILS
Section 1	Notice Inviting Tender	
Section 2	Instructions to Bidders (ITB)	
	Bid Data Sheet	
	Annexure – A	Key Dates
	Annexure – B	Affidavit
	Annexure – C	Prequalification Criteria
	Annexure – D	Special Eligibility Criteria
	Annexure – E	Specification
	Annexure – F	Procedure for participating in E-tendering
	Annexure – G	Joint Venture
	Annexure – H	Organizational Details
	Annexure – I	Technical Proposal
	Annexure – J	Financial Bid
	Annexure – K	Materials to be issued by department
	Annexure – L	Letter of Acceptance (LOA)
	Annexure – M	Performance Security
Section 3	Table of Clauses	
	Part-I	General Conditions of Contract (GCC)
	Contract Data	
	Annexure – N	Drawings
	Annexure – O	Detail of milestones
	Annexure – P	Compensation of Delay
	Annexure – Q	List of Equipment for Quality Control Lab
	Annexure – R	Price Adjustment
	Annexure – S	Bank Guarantee form for Mobilization & Machinery Advance
	Annexure – T	Bank Guarantee Form for Secured Advance
	Annexure – U	Physical Completion Certificate
	Annexure – V	Final Completion Certificate
	Annexure – W	Salient Features of Labour laws
	Part-II	Special Conditions of Contract (SCC)
Section 4	Scope of Work (SOW)	
Section 5	Bill of Quantities (BOQ)	
Section 6	Agreement Form	

SECTION-1
NOTICE INVITING TENDER

NITCON LIMITED

NOTICE INVITING E-TENDER

NIT No: NITCON/DEL/15/19/01; DATED- 20.11.2024

Item rate tenders are invited for following works.

S. No.	Name of Work	Estimated Cost of Work (Rs.)	Cost of Tender Form (Rs.)	Earnest Money Deposit (Rs.)	Duration (Months)
1.	GAIL CSR Project - SELECTION OF EXECUTION AGENCY FOR CONSTRUCTION OF HOSTEL BUILDING TO PROMOTE LITERACY AMONG TRIBAL STUDENTS AT VANVASI KALYAN ASHRAM, RAIGADA, ODISHA	3,27,14,161/- (Excluding GST and including all other taxes/statutory compliances)	10,000/- (Ten Thousand Only)	1% of the estimated cost of works	9 (Nine)

- All details relating to the Bid Document(s) can be viewed and downloaded from the website mentioned in NIT.
- At the time of submission of the Bid the eligible bidder shall be required to:
 - Pay the cost of Bid Document;
 - Deposit the Earnest Money;
 - Submit a check list; and
 - Submit an affidavit.Details can be seen in the Bid Data Sheet
- Eligibility for Bidders:**
 - At the time of submission of the Bid the bidder should have valid registration for execution of construction projects.
 - Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture of the earnest money deposit.
- Pre-qualification – Prequalification conditions, wherever applicable, are given in the Bid Data Sheet.
- Special Eligibility - Special Eligibility Conditions, if any, are given in the Bid Data Sheet.
- Amendment to NIT, if any, would be published on website only, and not in Newspaper.

-Sd/-
Managing Director
NITCON Limited

SECTION 2: INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1. SCOPE OF BID

1.1. The detailed description of work, hereinafter 'work, is "GAIL CSR Project - SELECTION OF EXECUTION AGENCY FOR CONSTRUCTION OF HOSTEL BUILDING TO PROMOTE LITERACY AMONG TRIBAL STUDENTS AT VANVASI KALYAN ASHRAM, RAIGADA, ODISHA" hereinafter 'work', is given in the Bid Data Sheet

2. GENERAL QUALITY OF WORK:

2.1. The work shall have to be executed in accordance with the drawings approved by the competent authority, technical specifications specified in the Bid Data Sheet/ Contract Data, and shall have to meet high standards of workmanship, safety and security of workmen and works.

3. ONE BID PER BIDDER

3.1. The bidder can be an individual entity or a joint venture (if permitted as per Bid Data sheet). In case J.V. is permitted, the requirement of joint venture shall be as per the Bid Data Sheet.

3.2. No bidder shall be entitled to submit more than one bid whether jointly or severally. If he does so, all bids wherein the bidder has participated shall stand disqualified.

4. COST OF BIDDING

4.1. The bidder shall bear all costs associated with the preparation and submission of his bid, and no claim whatsoever for the same shall lie on NITCON Limited.

5. SITE VISIT AND EXAMINATION OF WORKS

5.1. The intending applicant/ bidders shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirement of the works, facilities for transport, nature of labour required, access and storage for materials and removal of wastes. The Bidders should quote be taking into account all the site conditions including traffic restriction for transport etc., for proper execution of the work. The successful Bidders will not be entitled to take any claim of compensation for difficulties faced or losses incurred on account of any site condition. The Bidder is mandatorily required to submit a duly signed/ stamped site visit report along with pre-qualification documents as per format in Annexure X. The Bidder may co-ordinate with the office of NITCON Limited for site visit.

B. BID DOCUMENTS

6. CONTENT OF BID DOCUMENTS

The Bid Document comprises of the following documents:

1. NIT with all amendments.
2. Instructions to Bidders,
3. Conditions of Contract:
 - i. Part I General Conditions of Contract and Contract Data; and
 - ii. Part II Special Conditions of Contract.

4. Specifications
5. Drawings,
6. Bill of Quantities
7. Technical and Financial Bid
8. Letter of Acceptance
9. Agreement and
10. Any other document(s), as specified.

7. The bidder is expected to examine carefully all instructions, conditions of contract, the contract data, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document. Bidder shall be solely responsible for his failure to do so.

8. PRE-BID MEETING - NOT APPLICABLE

9. AMENDMENT OF BID DOCUMENTS

- 9.1 Before the deadline for submission of bids, the Employer may amend or modify the Bid Documents by publication of the same on the website.
- 9.2 All amendments shall form part of the Bid Document.
- 9.3 The Employer may, at its discretion, extend the last date for submission of bids by publication of the same on the website.

C. PREPARATION OF BID

10. The bidders have to prepare their bids offline, fill their Bid Data in the Bid Forms and submit Bid Seals (Hashes) of all the envelopes and documents related to the Bid required to be submitted as per the time schedule mentioned in the key dates of the Notice Inviting Tenders after signing of the same by their authorized representative.

11. DOCUMENTS COMPRISING THE BID

The bid submitted by the bidder shall be in the following parts:

Part 1 – This shall be known as **Envelope A** and would apply for all bids. **Envelope A** shall contain the following as per details given in the Bid Data Sheet:

- i. Registration number or proof of application for registration and organizational details in format given in the Bid Data sheet
- ii. Payment receipt of the cost of Bid Document;
- iii. Payment receipt of Earnest Money; and
- iv. EPF Registration
- v. An affidavit duly notarized

Part 2 – This shall be known as Envelope B and required to be submitted only in works where pre-qualification conditions and/or special eligibility conditions are stipulated in the Bid Data Sheet. Envelope B shall contain a self-certified sheet duly supported by documents to demonstrate fulfillment of pre-qualification conditions.

Part 3 – This shall be known as Envelope C and would apply to all bids. Envelope C shall contain financial offer in the format prescribed enclosed with the Bid Data Sheet.

12. LANGUAGE

12.1. The bid as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be in English or Hindi. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case, for the purposes of interpretation of the bid, such translation shall govern.

13. TECHNICAL PROPOSAL

14.1. Only, in case of bids with pre-qualification conditions defined in the Bid data sheet, the Technical Proposal shall comprise of formats and requirements given in the Bid Data Sheet.

14.2. All the documents/ information enclosed with the technical proposals should be self-attested and certified by the Bidder. The Bidder shall be liable for forfeiture of his earnest money deposit, if any document/ information is found false/ fake/ untrue before acceptance of Bid. If it is found after acceptance of the Bid, the sanctioning authority may at his discretion forfeit his performance security/ guarantee, security deposit, enlistment deposit and take any other suitable action.

14. FINANCIAL BID

15.1. The bidder shall have to quote rates in format referred in Bid Data sheet, in percentage only and not item wise. If the bid is in absolute amount, overall percentage would be arrived at in relation to the probable amount of contract given in NIT. The overall percentage rate would apply for all items of work.

15.2. Percentage shall be quoted in figures as well as in words. If any difference in figures and words found, lower of the two shall be taken as valid and correct.

15.3. The bidder shall have to quote rates inclusive of all duties, taxes, royalties and other levies; and the Employer shall not be liable for the same., GST shall be paid extra as per prevailing rates.

15.4. The material along with the units and rates, which shall be issued, if any, by the department to the contractor, is mentioned in the Bid Data Sheet.

15. PERIOD OF VALIDITY OF BIDS

15.1. The bids shall remain valid for a period specified in Bid Data Sheet after the date of "close for bidding" as prescribed by the Employer. The validity of the bid can be extended by mutual consent in writing.

16. EARNEST MONEY DEPOSIT (EMD)

16.1. The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD), of the amount specified in the Bid Data Sheet.

16.2. The EMD shall be deposited online through RTGS/NEFT transaction to the following account details:

Account Holder Name: NITCON Limited

Account No.: 60358187096

IFSC Code: MAHB0001306

MICR Code: 110014033

Branch Address: Bank of Maharashtra, Hall number-1, First Floor, Malik Buildcon Plaza-2, Plot no-06, Sector-12, Dwarka, New Delhi-110075

16.3. Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture

of the Earnest money deposit.

16.4. Bid not accompanied by EMD shall be liable for rejection as non-responsive.

16.5. EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the Bank Guarantee of required value for Performance Security.

D. SUBMISSION OF BID

17. The bidder is required to submit abid duly signed.

E. OPENING AND EVALUATION OF BID

18. PROCEDURE

19.1. Envelope 'A' shall be opened first at the time and date notified and its contents shall be checked.

In cases where Envelope 'A' does not contain all requisite documents, such bid shall be treated as nonresponsive, and Envelope "B" and/or "C" of such bid shall not be opened.

19.2. Wherever Envelope 'B' (Technical Bid) is required to be submitted, the same shall be opened at the time and date notified. The bidder shall have freedom to witness opening of the Envelope 'B'. Envelope 'C' (Financial Bid) of bidders who are not qualified in Technical Bid (Envelope 'B') shall not be opened.

19.3. Envelope 'C' (Financial Bid) of the qualified bidders shall be opened at the time & date notified. The bidder shall have freedom to witness opening of the Envelope 'C'.

19.4. After opening Envelope 'C' all responsive bids shall be compared to determine the lowest evaluated bid.

19.5. The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all the bids at any time prior to contract award, without incurring any liability. In all such cases reasons shall be recorded.

19.6. The Employer reserves the right of accepting the bid for the whole work or for a distinct part of it.

19. CONFIDENTIALITY

20.1. Information relating to examination, evaluation, comparison and recommendation of contract award shall not be disclosed to bidders or any other person not officially concerned with such process until final decision on the bid.

20.2. Any attempt by a bidder to influence the Employer in the evaluation of the bids or contract award decisions may result in the rejection of its bid.

F. AWARD OF CONTRACT

20. AWARD OF CONTRACT

20.1. The Employer shall notify the successful bidder by issuing a 'Letter of Acceptance' (LOA) that his bid has been accepted.

21. PERFORMANCE SECURITY

- 22.1. Prior to signing of the Contract, the bidder to whom LOA has been issued shall have to furnish performance Security of the amount, form and duration, etc. as specified in the Bid Data Sheet.
- 22.2. Additional performance security, if applicable, is mentioned in the Bid Data Sheet and shall be in the form and for the duration etc. similar to performance security

22. SIGNING OF CONTRACT AGREEMENT

- 22.1. The successful bidder shall have to furnish Performance security and additional performance security, if any, and sign the contract agreement within 7 days of issue of LOA.
- 22.2. The signing of contract agreement shall be reckoned as intimation to commencement of work. No separate work order shall be issued by the Employer to the contractor for commencement of work.
- 22.3. In the event of failure of the successful bidder to submit Performance Security and additional performance security if any or sign the Contract Agreement, his EMD shall stand forfeited without prejudice to the right of the employer for taking action against the bidder.

23. CORRUPT PRACTICES

The Employer requires that bidders observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy, the Employer:

- 23.1. may reject the bid for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and
- 23.2. may debar the bidder declaring ineligible, either indefinitely or for a stated period of time, to participate in bids, if it at any time determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract.

For the purposes of this provision, the terms set forth above are defined as follows:

- a. **“corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- b. **“fraudulent practice”** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- c. **“Coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- d. **“Collusive practice”** means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

END OF ITB

BID DATA SHEET

GENERAL

S. NO.	PARTICULARS	DATA
1	Office inviting Tender	NITCON Limited
2	NIT No and Date	NIT No -NITCON/DEL/15/19/01; DATED-20.11.2024
3	Website link	www.nitcon.org

SECTION 1 – NIT

S. No.	Particulars	Data
1	Portal fees	NIL
2	Cost of bid document	Rs. 10,000 /- (Rupees Ten Thousand Only)
	Cost of bid document payable at	To be paid online through RTGS/ NEFT Mode
3	Affidavit format	Annexure B
4	Pre-qualifications required	Yes
	If yes, details	As per Annexure C
5	Special Eligibility	No
	If yes, details	As per Annexure D
6	Key Dates	Annexure A

SECTION 2 – ITB

CL. REF.	PARTICULARS	DATA
1	Name of work	REQUEST FOR PROPOSAL FOR GAIL CSR Project - SELECTION OF EXECUTION AGENCY FOR CONSTRUCTION OF HOSTEL BUILDING TO PROMOTE LITERACY AMONG TRIBAL STUDENTS AT VANVASI KALYAN ASHRAM, RAIGADA, ODISHA
1	Scope of Work	Section -4: Scope of Work
2	Specifications	Annexure E
3	Procedure for participation in e-tendering	Annexure F
4	Whether Joint-venture is allowed	No
	If yes, requirement for Joint venture	As per ANNEXURE-G
9	Pre-bid meeting to held	No
	If Yes, Date, Time & Place	-
12	Envelope –A containing: I. Registration number or proof of application for registration & organizational details as per Annexure ‘H’ II. Cost of Bid Document III.EMD IV. An affidavit duly notarized as per Annexure –B Should reach in physical form	Yes
12, 14.1	Envelope-B Technical Proposal	Annexure–I (Format I-1 to I-5)
14.3	Envelope-B Technical Proposal	The bidder shall submit a notarized affidavit for the same duly signed by the authorised representative
12, 15.1	Envelope-C Financial Bid	Annexure – J
15	If any difference in figures and words found, lower of the two shall be taken as valid and correct.	If any difference in figures and words found, Lower of the two shall be taken as valid and correct.

GAIL CSR PROJECT - REQUEST FOR PROPOSAL FOR SELECTION OF EXECUTION AGENCY FOR CONSTRUCTION OF HOSTEL BUILDING TO PROMOTE LITERACY AMONG TRIBAL STUDENTS AT VANVASI KALYAN ASHRAM, RAIGADA, ODISHA

CL. REF.	PARTICULARS	DATA
15.3	Materials to be issued by the department	Nil
16	Period of Validity of Bid	120 (One Hundred Twenty) Days
17	Earnest Money Deposit	1% of the Estimated Cost of Works
	Forms of Earnest Money Deposit	EMD to be deposited online through RTGS/ NEFT Mode
	EMD valid for a period of	NA
19.4	Financial Bid Comparison	After opening Envelope 'C' all responsive bids shall be compared to determine the Lowest evaluated bid.
21	Letter of Acceptance (LoA)	Annexure L
22	Amount of Performance Security	5% of Contract Amount
	Additional Performance Security, if any	Equal to an amount arrived at, by multiplying the contract amount with difference of percentage between percent rates (below/minus) of successful bid and ten percent (below/minus); considering bid rates less than ten percent below PAC, to be unworkable and shall require additional performance security (guarantee).
	Performance security in the format	Annexure M
	Performance security in favour of	NITCON Limited
	Performance security valid up to	Till the completion of Three (3) months of defect liability period or after issuance of Final Completion Certificate whichever is later
23	Contact Person for Site Visit/ Clarifications related to Tender	Consultancy & Advisory Services, NITCON Limited Email: business@nitcon.org Phone: 011-40658297

ANNEXURE – A
KEY DATES & EVENTS

S No.	Department Stage	Bidder's Stage	Start		Expiry		Envelopes
			Date	Time	Date	Time	
1.		Purchase of Tender –	20.11.2024	1700 Hrs	04.12.2024	1700 Hrs.	
2.		Bid Submission	20.11.2024	1730 Hrs	04.12.2024	1730 Hrs.	
3.	Technical Bid/ Proposal Open (Envelope A and B)		04.12.2024	1800 Hrs.			Envelope A, B

Annexure – B

(See clause 3 of Section 1-NIT)

|| AFFIDAVIT ||

**(To be contained in Envelope A)
(On Non-Judicial Stamp of Rs.100)**

I/we _____ who is/are _____ (status in the firm/company) and competent for submission of the affidavit on behalf of M/S _____ (contractor) do solemnly affirm an oath and state that: I/we are fully satisfied for the correctness of the certificates/records submitted in support of the following information in bid documents which are being submitted in response to notice inviting e-tender No. _____ for _____ (name of work) dated _____ issued by NITCON Limited.

I/we are fully responsible for the correctness of following self-certified information/ documents and certificates:

1. That the self-certified information given in the bid document is fully true and authentic.
2. That:
 - a) Copy of deposit receipt as earnest money, cost of bid document and other relevant documents provided by the Bank are authentic.
 - b) Information regarding financial qualification and annual turn-over is correct.
 - c) Information regarding various physical qualifications is correct.
3. No close relative of the undersigned and our firm/company is working in the department.

OR

Following close relatives are working in the department:

Name _____ Post _____ Present Posting _____

4. In response to the tender Reference No: _____ I as an owner/ Partner/ Director of <<Name of Bidder>>, I/We hereby declare that <<Name of Bidder>>, is having unblemished past record and was not declared ineligible for corrupt and fraudulent practices and/ or blacklisted either indefinitely or for a particular period of time by any State Government/ Central Government/ Semi Government/ PSU/ Municipal agencies in India.

Signature with Seal of the Deponent (bidder)

I/ We, _____ above deponent do hereby certify that the facts mentioned in above paras 1 to 4 are correct to the best of my knowledge and belief.

Verified today _____ (dated) at _____ (place).

Signature with Seal of the Deponent (bidder)

Annexure – C

(See clause 5 of Section 1 NIT)

PRE-QUALIFICATIONS CRITERIA

A. GENERAL

1. Bidder should be an Individual/Proprietary Firm/LLP Firm (Registered under the LLP Act-2008) / Partnership Firm (Registered under Partnership Act-1932)/ Private Limited Company/ Limited Company (Registered under the Companies Act-1956/ Companies Act -2013)
2. The bidder should not have been blacklisted by any PSU or enterprise /Govt. department during last 03 years. [A written undertaking has to be given by the bidder on a stamp of Rs 100.0]

B. TECHNICAL/ FINANCIAL CAPACITY

1. Bidder should have successfully completed or substantially completed similar works during last Seven (7) years ending last day of month previous to the one in which applications are invited should be either of the following: -
 - a) Three completed **similar works** each costing not less than the amount equal to 40% (Forty Percentage) of the Estimated value put to work;
OR
 - b) Two completed **similar works** each costing not less than the amount equal to 50% (Fifty Percentage) of the Estimated value put to work;
OR
 - c) One completed **similar work** costing not less than the amount equal to 80% (Eighty Percentage) of the Estimated value put to work;

➤ ***Similar Work: RCC Building Construction Works***

➤ *Bidders are required to submit the corresponding Work Order copies & Execution/Completion Certificates issued by the respective clients. The Certificates should be issued by respective authority i.e., Government / Semi Government Institutions (Not below rank of Executive Engineer) of client. NITCON Limited may call for original certificates for verification.*

➤ *For ascertaining the value of successfully executed works in support of experience of the Bidder in 1(a), 1(b) and 1(c) under (B), the original cost of work can be adjusted as per increase in wholesale Price Index (WPI) as given by Reserve Bank of India, from the date of work order of the subjected work to till date. The certificate of the Chartered Accountant shall be produced for cost adjustment.*

2. Bidder should have Average Annual Turnover of not less than 30% of the Estimated cost of work for any of the last three (3) financial years [2021-22, 2022-23 and 2023-24]
3. Bidder should have positive Net Worth as on 31st March 2024. [Net worth Certificate duly approved by Chartered Accountant to be submitted]
4. Bidder should have prior working experience of similar projects in the State of Odisha

Annexure – D

(See Clause 6 of Section 1 NIT)

SPECIAL ELIGIBILITY CRITERIA

NOT APPLICABLE

Annexure – E

(See clause 2 of Section 2-ITB & Clause 10 of GCC)

TECHNICAL SPECIFICATION

- 1.** Specifications as CPWD for construction works (the soft copy of the specifications is available at departmental website)
- 2.** Relevant applicable codes and Indian standards.

ANNEXURE-F
(Deleted)

Annexure – G
(See clause 4 of Section 2 -ITB) - Deleted

ANNEXURE-H

(See clause 12 of Section 2 ITB & clause 4 of GCC)

ORGANIZATIONAL DETAILS

(To be enclosed with technical proposal)

S. No.	Particulars	Details
1.	Registration No. issued by for execution of construction projects or proof of application for registration	(If applicable, scanned copy of proof of application for registration to be uploaded)
2.	Name of Organization	
3.	Entity of Organization: Proprietary Firm/Partnership Firm (Registered under Partnership Act)/ Private Limited / Limited Company (Registered under the Companies Act– 1956/ 2013)	
4.	Address of Communication	
5.	Telephone Number with STD Code	
6.	Fax Number with STD Code	
7.	Mobile Number	
8.	E-mail Address for all communications	
9.	GST NO.	Scanned copy of Registration certificate to be submitted
10.	PAN	
11.	EPF / ESIC	
Details of Authorized Representative		
1.	Name	
2.	Designation	
3.	Postal Address	
4.	Telephone Number with STD Code	
5.	Fax Number with STD Code	
6.	Mobile Number	
7.	E-mail Address	

Note: *In case of partnership firm and limited company certified copy of partnership deed/ Articles of Association and Memorandum of Association along with registration certificate of the company shall have to be enclosed.*

Signature of Bidder with Seal

Date:

Annexure – I

(See clause 14 of Section 2 of ITB)

ENVELOPE – B, TECHNICAL PROPOSAL

Technical Proposal shall comprise the following documents:

S.No.	Particulars to be submitted	Format
1.	Financial and Physical Experience	(Format: I - 1)
2.	Annual Turnover	(Format: I - 2)
3.	List of technical personnel for the key positions	(Format: I - 3)
4.	List of Key equipment's/ machine/s quality control labs	(Format: I - 4)

Note:

1. Technical Proposal should be uploaded duly page numbered and indexed.
2. Technical Proposal should be uploaded otherwise will not be considered

Annexure – I (Format: I - 1)

(See clause 14 of Section 2 of ITB)

FINANCIAL & PHYSICAL EXPERIENCE DETAILS

1. Bidder should have successfully completed or substantially completed similar works during last Seven (7) years ending last day of month previous to the one in which applications are invited should be either of the following: -
 - a) Three completed **similar works** each costing not less than the amount equal to 40% (Forty Percentage) of the Estimated value put to work;
OR
 - b) Two completed **similar works** each costing not less than the amount equal to 50% (Fifty Percentage) of the Estimated value put to work;
OR
 - c) One completed **similar work** costing not less than the amount equal to 80% (Eighty Percentage) of the Estimated value put to work;
 - **Similar Work: RCC Building Construction Works**
 - *Bidders are required to submit the corresponding Work Order copies & Execution/Completion Certificates issued by the respective clients. The Certificates should be issued by respective authority i.e., Government / Semi Government Institutions (Not below rank of Executive Engineer) of client. NITCON Limited may call for original certificates for verification.*
 - *For ascertaining the value of successfully executed works in support of experience of the Bidder in 2(a), 2(b) and 2(c) under (A) Financial, the original cost of work can be adjusted as per increase in wholesale Price Index (WPI) as given by Reserve Bank of India, from the date of work order of the subjected work to till date. The certificate of the Chartered Accountant shall be produced for cost adjustment.*

Agreement Number & Year	Name of Work	Date of Work Order	Date of completion	Amount of Contract	Employer's Name and Address

Annexure – I (Format: I - 2)

(See clause 14 of Section 2 of ITB)

ANNUAL TURN OVER

Requirements:

Bidder should have Average Annual Financial Turnover of not less than 30% of the Estimated cost of work for the last three (3) financial years.

Financial Information			
Financial Year	2021-22	2022-23	2023-24
Annual Turnover (in INR)			
AVERAGE ANNUAL TURNOVER FOR LAST THREE (3) FINANCIAL YEARS			
Note: i. Annual turnover should be certified by chartered accountant. ii. Audited balance sheet including all related notes and income statements for the above financial years to be enclosed. iii. UDIN shall be mandatorily mentioned on the relevant financial documents			

Annexure – I (Format: I - 3)

(See clause 14 of Section 2 of ITB)

LIST OF TECHNICAL PERSONNEL FOR THE KEY POSITIONS

- Manpower deployment shall be as per **Section -4: Scope of Work**

Annexure – I (Format: I - 4)

(See clause 14 of Section 2 of ITB)

LIST OF KEY EQUIPMENT/ MACHINES

- *Key Equipment / Machineries shall be deployed by the EPC contractor to execute the work as defined in the Section -4: Scope of Work and as per the requirements mentioned in the specification for executing the work to the satisfaction of Engineer In-Charge*

Annexure – J

(See clause 14 of Section 2 of ITB)

FINANCIAL BID
(TO BE CONTAINED IN ENVELOPE C)

NAME OF WORK: GAIL CSR PROJECT - REQUEST FOR PROPOSAL FOR SELECTION OF EXECUTION AGENCY FOR CONSTRUCTION OF HOSTEL BUILDING TO PROMOTE LITERACY AMONG TRIBAL STUDENTS AT VANVASI KALYAN ASHRAM, RAIGADA, ODISHA

I/We do hereby BID to execution of the above work within the time specified at the rate (In figures)_(In words) ___percent below / above or at par based on the Bill of Quantities and item wise/Lump sum rates given therein in all respects and in accordance with the specifications, designs, drawings and instructions in writing in all respects in accordance with such conditions so far as applicable.

I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site and quarries/ kilns, nature and the extent of ground, working conditions including stacking of materials, installation of tools and plant conditions effecting accommodation and movement of labour etc. required for the satisfactory execution of contract.

Should this bid be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to the NITCON Limited in office the sums of money mentioned in the said conditions.

Note:

- i. Quote Only Percentage of as per based on the Bill of Quantities and not item wise rates given therein shall be quoted.*
- ii. Percentage shall be quoted in figures as well as in words. If any difference in figures and words is found lower of the two shall be taken as valid and correct rate. If the bidder is not ready to accept such valid and correct rate and declines to furnish performance security and sign the agreement his earnest money deposit shall be forfeited.*
- iii. In case the Percentage is not given by a bidder, his bid shall be treated as non-responsive and shall be rejected.*
- iv. All duties, taxes, and other levies payable by the bidder shall be included in the Percentage quoted by the bidder. **GST shall be paid extra as per Prevailing rates.***

Signature of Bidder Name of Bidder

The above bid is hereby accepted by me on behalf of the Managing Director, NITCON Limited dated the _____ day of _____ 20__

Signature of Officer by whom accepted

Annexure – K
(See clause 15 of Section 2 of ITB)

MATERIALS TO BE ISSUED BY THE DEPARTMENT

(Not Applicable)

Annexure – L

(See clause 21 of Section 2 of ITB)

LETTER OF ACCEPTANCE (LOA)

No.

Dated: _____

M/s. _____

(Name and address of the Agency)

Subject: _____ (Name of the work as appearing in the bid for the work)

Dear Sir (s),

Your bid for the work mentioned above has been accepted on behalf of NITCON Limited, at your bided offer as per scope of work given therein. You are requested to submit within 7(Seven) days from the date of issue of this letter:

- i. The performance security/ performance guarantee of Rs. (in _____ figures) Rupees (in words only). The performance security shall be in the shape of term deposit receipt/ bank guarantee of any nationalized / schedule commercial bank.
- ii. Sign the contract agreement.

Please note that the time allowed for carrying out the work as entered in the bid is _____ months including/excluding rainy season, shall be reckoned from the date of signing the contract agreement.

Signing the contract agreement shall be reckoned as intimation to commencement of work and no separate letter for commencement of work is required. Therefore, after signing of the agreement, you are directed to contact Engineer-in-charge for taking the possession of site and necessary instructions to start the work.

**Managing Director
NITCON Limited**

Annexure – M
(See clause 22 of Section 2 of ITB)

PERFORMANCE SECURITY

To

_____ [Name of Employer]

_____ [Address of Employer]

WHEREAS _____ [name and Address of Agency] (Hereinafter called “the Agency”) has undertaken, in pursuance of Letter of Acceptance No. _____ Dated _____ to execute _____ [Name of Contract and brief description of works] (herein after called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Agency shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the contract;

AND WHEREAS we have agreed to give the Agency such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Agency, up to a total of _____ [amount of Guarantee]* _____ (in words), such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract of the Works to be performed there under or of any of the Contract documents which may be made between you and the Agency shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid till the completion of Three (3) months of defect liability period or after issuance of Final Completion Certificate whichever is later

Signature, Name and Seal of the Guarantor _____

Name of Bank _____

Phone No., Fax No., E-mail Address, of Signing

Authority _____ Date _____

** An amount shall be inserted by the Guarantor, representing the Amount the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees*

SECTION - 3
CONDITIONS OF CONTRACT
PART – I GENERAL CONDITIONS OF CONTRACT [GCC]

TABLE OF CLAUSES OF GCC

Clause No.	Particulars	Clause No.	Particulars
A. General		22	No compensation for alterations in or restriction of work to be carried out.
1	Definitions	23	No Interest payable
2	Interpretations and Documents	24	Recovery from Contractors
3	Language and Law	25	Tax
4	Communications	26	Check Measurements
5	Subcontracting	27	Termination by Engineer in charge
6	Personnel	28	Payment upon Termination
7	Force Majeure	29	Performance Security
8	Contractor's Risks	30	Security Deposit
9	Liability for Accidents to Person	31	Price Adjustment
10	Contractor to Construct the Works	32	Mobilization and Construction Machinery Advance
11	Discoveries		
12	Dispute Resolution System	33	Secured Advance
B. Time Control		34	Payment certificates
13	Programme	E. Finishing the Contract	
14	Extension of Time	35	Completion Certificate
15	Compensation for Delay	36	Final Account
16	Contractor's Quoted percentage	F. Other Conditions of Contract	
C. Quality Control		37	Currencies
17	Tests	38	Labour
18	Correction of Defects noticed during Defect Liability Period	39	Compliance with Labour Regulations
D. Cost Control		40	Audit and Technical Examination
19	Variations - Change in original Specifications, Designs, Drawings etc.	41	Deaths and Permanent Invalidity of Contractor
20	Extra Items	42	Jurisdiction
21	Payments for Variations and / or Extra Quantities		

A. GENERAL

1. DEFINITIONS

- 1.1 **“Bill of Quantities”** means the priced and completed Bill of Quantities forming part of the Bid.
- 1.2 **“Completion”** means completion of the work as certified by the Engineer-in-Charge, in accordance with provisions of agreement.
- 1.3 **“Contract”** means the Contract between the Employer and the Contractor to execute, complete and/or maintain the work. Agreement is synonym of Contract and carries the same meaning wherever used.
- 1.4 **“Contract Data Sheet”** means the documents and other information which comprise of the Contract.
- 1.5 **“Contractor”** means a person or legal entity whose bid to carry out the work has been accepted by the Employer.
- 1.6 **“Contractor's bid”** means the completed bid document submitted by the Contractor to the Employer.
- 1.7 **“Contract amount”** means the amount of contract worked out on the basis of accepted bid.
- 1.8 **“Completion of work”** means completion of the entire contracted work. Exhaustion of quantity of any particular item mentioned in the bid document shall not imply completion of work or any component thereof.
- 1.9 **“Day”** means the calendar day.
- 1.10 **“Defect”** means any part of the work not completed in accordance with the specifications included in the contract.
- 1.11 **“Drawings”** means drawings including calculations and other information provided or approved by the Engineer-in-Charge.
- 1.12 **“Department”** means NITCON Limited as the case may be.
- 1.13 **“Employer”** means the party as defined in the Contract Data, who employs the Contractor to carry out the work. The employer may delegate any or all functions to a person or body nominated by him for specified functions. The word Employer/Government/Department wherever used denote the Employer.
- 1.14 **“Engineer”** means the person named in contract data sheet.
- 1.15 **“Engineer in charge”** means the person named in the contract data.
- 1.16 **“Equipment”** means the Contractor's machinery and vehicles brought temporarily to the Site for execution of work.
- 1.17 **“In Writing”** means communicated in written form and delivered against receipt.
- 1.18 **“Material”** means all supplies including consumables used by the Contractor for incorporation in the work.
- 1.19 **“Stipulated date of completion”** means the date on which the Contractor is required to complete the work. The stipulated date is specified in the Contract Data.

- 1.20 “Specification”** means the specification of the work included in the Contract and any modification or addition made or approved by the Engineer-in-Charge.
- 1.21 “Start Date”** means the date 7 days after the signing of agreement for the work.
- 1.22 “Sub-Contractor”** means a person or corporate body who has a Contract (duly authorized by the employer) with the Contractor to carry out a part of the construction work under the Contract
- 1.23 “Temporary Work”** means work designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the work.
- 1.24 “Tender/ Bid, Tenderer/ Bidder”** are the synonyms and carry the same meaning wherever used.
- 1.25 “Variation”** means any change in the work which is instructed or approved as variation under this contract.
- 1.26 “Work”** the expression **"work" or "works"** where used in these conditions shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the work by virtue of contract, contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

2. INTERPRETATIONS AND DOCUMENTS

- 2.1 Interpretations:** In the contract, except where the context requires otherwise:
- a. words indicating one gender include all genders.
 - b. words indicating the singular also include the plural and vice versa.
 - c. provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing.
 - d. written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record.
- 2.2 Documents Forming Part of Contract:**
1. NIT with all amendments.
 2. Instructions to Bidders
 3. Conditions of Contract:
 - i. Part I General Conditions of Contract and Contract Data; with all Annexures
 - ii. Part II Special Conditions of Contract.
 4. Specifications
 5. Drawings
 6. Bill of Quantities
 7. Technical and Financial Bid
 8. Agreement
 9. Any other document (s), as specified.

3. LANGUAGE AND LAW

3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. COMMUNICATIONS

4.1 All certificates, notice or instruction to be given to the Contractor by Employer/Engineer shall be sent on the address or contact details given by the Contractor in [Annexure H of ITB]. The address and contract details for communication with the Employer/Engineer shall be as per the details given in Contract Data Sheet. Communication between parties that are referred to in the conditions shall be in writing. The notice sent by facsimile (fax) or other electronic means (email) shall also be effective on confirmation of the transmission. The notice sent by registered post or speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service. In case of any change in address for communication, the same shall be immediately notified to Engineer-in-Charge

5. SUBCONTRACTING

5.1 Subcontracting shall be permitted for contracts value more than amount specified in the Contract Data with following conditions

- a. The Contractor may subcontract up to 25 percent of the contract price, only with and after the approval of the Employer in writing but will not assign the Contract. Subcontracting shall not alter the Contractor's obligations.
- b. The following shall not form part of the sub-contracting:
 - i. hiring of labour through a labour contractor,
 - ii. hiring of plant & machinery
- c. The sub-contractor will have to be registered in the appropriate category in the centralized registration system.

6. PERSONNEL

6.1 The Contractor shall employ for the construction work and routine maintenance the technical personnel as provided in the Annexure I-3 of Bid Data sheet, if applicable. If the Contractor fails to deploy required number of technical staff, recovery as specified in the Contract Data will be made from the Contractor.

6.2 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within three days and has no further connection with the Works in the Contract.

7. FORCE MAJEURE

7.1 The term "Force Majeure" means an exceptional event or circumstance:

- a) Which is beyond a party's control,

- b) Which such party could not reasonably have provided against before entering into the contract,
- c) Which, having arisen, such party could not reasonably have avoided or overcome, and
- d) Which is not substantially attributed to the other Party

Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

- (i) War, hostilities (whether war be declared or not), invasion, act of foreign enemies),
- (ii) Rebellion, terrorism, sabotage by persons other than the contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
- (iii) Riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,
- (iv) Munitions of war, explosive materials, ionizing radiation or contamination by radio activity, except as may be attributed to the Contractor's use of such munitions, explosives, radiation or radio activity, and
- (v) Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity,

7.2 In the event of either party being rendered unable by force majeure to perform any duty or discharge any responsibility arising out of the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties.

7.3 For the period of extension granted to the Contractor due to Force Majeure the price adjustment clause shall apply but the penalty clause shall not apply. It is clarified that this sub clause shall not give eligibility for price adjustment to contracts which are otherwise not subject to the benefit of Price adjustment clause.

7.4 The time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such cause lasts. Should the delay caused by force majeure exceed twelve months, the parties to the contract shall be at liberty to foreclose the contract after holding mutual discussions.

8. CONTRACTOR'S RISKS

8.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the responsibility of the Contractor.

8.2 All risks and consequences arising from the inaccuracies or falseness of the documents and/or information submitted by the contractor shall be the responsibility of the Contractor alone, notwithstanding the fact that designs/drawings or other documents have been approved by the department.

9. LIABILITY FOR ACCIDENTS TO PERSON

9.1 The contractor shall be deemed to have indemnified and saved harmless the Government and/or the employer, against all action, suits, claims, demands, costs etc. arising in connection with injuries suffered by any persons employed by the contractor

or his subcontractor for the works whether under the General law or under workman's compensation Act, or any other statute in force at the time of dealing with the question of the liability of employees for the injuries suffered by employees and to have taken steps properly to ensure against any claim there under.

10. CONTRACTOR TO CONSTRUCT THE WORKS

- 10.1** The Contractor shall construct, install and maintain the Works in accordance with the Specifications and Drawings as specified in the Contract Data
- 10.2** In the case of any class of work for which there is no such specification as is mentioned in contract Data, such work shall be carried out in accordance with the instructions and requirement of the Engineer-in-charge.
- 10.3** The contractor shall supply and take upon himself the entire responsibility of the sufficiency of the scaffolding, timbering, Machinery, tools implement and generally of all means used for the fulfilment of this contract whether such means may or may not approved of or recommended by the Engineer.

11. DISCOVERIES

- 11.1** Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

12. DISPUTE RESOLUTION SYSTEM

- 12.1** No dispute can be raised except before the Competent Authority as defined in Contract data in writing giving full description and grounds of Dispute. It is clarified that merely recording protest while accepting measurement and/or payment shall not be taken as raising a dispute.
- 12.2** No issue of dispute can be raised after 45 days of its occurrence. Any dispute raised after expiry of 45 days of its first occurrence shall not be entertained and the Employer shall not be liable for claims arising out of such disputes.
- 12.3** The Competent Authority shall decide the matter within 45 days.
- 12.4** The contractor shall have to continue execution of the works with due diligence notwithstanding pendency of a dispute before any authority or forum

B. TIME CONTROL

13. PROGRAMME

- 13.1** Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works for the construction of works.
- 13.2** The program shall be supported with all the details regarding key personnel, equipment and machinery proposed to be deployed on the works for its execution. The contractor shall submit the list of equipment and machinery being brought to site,

the list of key personnel being deployed, the list of machinery/equipment's being placed in field laboratory and the location of field laboratory along with the Programme

- 13.3** An update of the Programme shall be a Programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.
- 13.4** The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 13.5** The Engineer's approval of the Programme shall not alter the Contractor's obligations

14. EXTENSION OF TIME

- 14.1** If the Contractor desires an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Engineer-in-charge, on account of which he desires such extension. Engineer-in-charge shall forward the aforesaid application to the competent authority as prescribed.
- 14.2** The competent authority shall grant such extension at each such occasion within a period of 30 days of receipt of application from contractor and shall not wait for finality of work. Such extensions shall be granted in accordance with provisions under clause- 15 of this agreement.
- 14.3** In case of the work already in progress, the contractor shall proceed with the execution of the works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid with all due diligence.

15. COMPENSATION FOR DELAY

- 15.1** The time allowed for carrying out the work, as entered in the agreement, shall be strictly observed by the Contractor.
- 15.2** The time allowed for execution of the contract shall commence from the date of signing of the agreement. It is clarified that the need for issue of work order is dispensed with.
- 15.3** In the event milestones are laid down in the Contract Data for execution of the works, the contractor shall have to ensure strict adherence to the same.
- 15.4** Failure of the Contractor to adhere to the timelines and/or milestones shall attract such liquidated damages as is laid down in the Contract Data
- 15.5** In the event of delay in execution of the works as per the timelines mentioned in the contract data the Engineer-in-charge shall retain from the bills of the Contractor Amount equal to the liquidated damages leviable until the contractor makes such delays good. However, the Engineer-in-charge shall accept bankable security in lieu of

retaining such amount.

- 15.6** If the contractor is given extension of time after liquidated damages have been paid, the engineer in charge shall correct any over payment of liquidated damages by the Contractor in the next payment certificate.
- 15.7** In the event the contractor fails to make good the delay until completion of the stipulated contract period (including extension of time) the sum so retained shall be adjusted against liquidated damages levied.

16. CONTRACTOR'S QUOTED PERCENTAGE

- 16.1** The contractor's quoted Percentage referred to in the "Bid for works" will be deducted/ added from/to the net amount of the bill after deducting the cost of material supplied by the department.

C. QUALITY CONTROL

17. TESTS

- 17.1** The Contractor shall be responsible for:
- a. Carrying out the tests prescribed in specifications, and
 - b. For the correctness of the test results, whether performed in his laboratory or elsewhere.
- 17.2** The contractor shall have to establish field laboratory within the time specified and having such equipment's as are specified in the Contract Data.
- 17.3** Failure of the contractor to establish laboratory shall attract such penalty as is specified in the Contract Data.
- 17.4** Ten percent of the mandatory tests prescribed under the specifications shall be got carried out through Laboratories accredited by National Accreditation Board of Laboratories (NABL) by the Engineer-In – Charge and the cost of the such testing shall be deducted from the payments due to Contractor.

18. CORRECTION OF DEFECTS NOTICED DURING THE DEFECT LIABILITY PERIOD

- 18.1** The defect liability period of work in the contract shall be the Contract Data
- 18.2** The Contractor shall promptly rectify all defects pointed out by the Engineer well before the end of the Defect Liability Period. The Defect Liability Period shall automatically stand extended until the defect is rectified.
- 18.3** If the Contractor has not corrected a Defect pertaining to the Defect Liability Period to the satisfaction of the Engineer, within the time specified by the Engineer, the Engineer will assess the cost of having the Defect corrected, and the cost of correction of the Defect shall be recovered from the Performance Security or any amount due or that may become due to the contractor and other available securities.

D. COST CONTROL

19. VARIATIONS - CHANGE IN ORIGINAL SPECIFICATIONS, DESIGNS, DRAWINGS ETC.

- 19.1** The Engineer in charge shall have power to make any alterations, omissions or 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 Employer, and such alterations, omission, 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 agree to do the main work.
- 19.2** 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.

20. EXTRA ITEMS

- 20.1** All such items which are not in the priced BOQ shall be treated as extra items. (All the quantity of Items can be increased or decreased as per requirement of sites.)

21. PAYMENTS FOR VARIATIONS AND/ OR EXTRA QUANTITIES

- 21.1** The rates for the additional (Extra Quantities), altered or substituted work/ extra items under this clause shall be worked out in accordance with the following provisions in their respective order: -
- a. The contractor is bound to carry out the additional (Extra quantity), work at the same rates as are specified in the contract for the work.
 - b. If the item is not in the priced BOQ and is included in the Delhi Schedule of Rates 2023, the rate shall be arrived at by applying the quoted tender percentage on the DSR rate. If the Items are not available in DSR, then the item shall be adopted from any schedule of rates issued from any Government Institutions.
 - c. If the rates of the altered or substituted work are not provided in applicable SOR- such rates will be derived from the rates for a similar class (type) of work as is provided in the contract (priced BOQ) for the work.
 - d. If the rates are for the altered, substituted work cannot be determined in the manner specified in the sub clause (c) above- then the rates for such composite work item shall be worked out on the basis of the concerned schedule of rates minus/plus the percentage quoted by the contractor.
 - e. If the rates of a particular part or parts of the item is not in the schedule of rates and the rates for the altered, or substituted work item cannot be determined in the manner specified in sub clause (b) to (d) above, the rate for such part or parts will be determined by the Competent Authority as defined in the Contract data on the basis of the rate analysis derived out of prevailing market rates when the work was done.

- f. But under no circumstances, the contractor shall suspend the work on the plea of non-acceptability of rates on items falling under sub clause (a) to (d). In case the contractor does not accept the rate approved by Engineer in charge for a particular item, the contractor shall continue to carry out the item at the rates determined by the Competent Authority.

22. NO COMPENSATION FOR ALTERATIONS IN OR RESTRICTION OF WORK TO BE CARRIED OUT.

- 22.1** If at any time after the commencement of the work, the Government, for any reason whatsoever, not require the whole or any part of the work as specified in the bid to be carried out, the Engineer in charge shall give notice in writing of the fact to the Contractor and withdraw that whole or any part of the work.
- 22.2** The Contractor shall have no claim to any payments or compensation whatsoever, on account of any profit or advantage which he might have derived from the execution of work in full or on account of any loss incurred for idle men and machinery due to any alteration or restriction of work for whatsoever reason.
- 22.3** The Engineer in charge may supplement the work by engaging another agency to execute such portion of the work, without prejudice to his rights.

23. NO INTEREST PAYABLE

- 23.1** No interest shall be payable to the Contractor on any payment due or awarded by any authority.

24. RECOVERY FROM CONTRACTORS

- 24.1** Whenever any claim against the Contractor for the payment arises under the contract, the Department shall be entitled to recover such sum by:
- a) Appropriating, in part or whole of the Performance Security and additional Performance Security, if any; and/or Security deposit and/or any sums payable under the contract to the contractor.
 - b) If the amount recovered in accordance with (a) above is not sufficient, the balance sum may be recovered from any payment due to the contractor under any other contractor of the department, including the securities which become due for release.

25. TAX

- 25.1** The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other levies, duties, cess, toll, taxes of Central and State Governments, local bodies and authorities. GST shall be paid extra as per prevailing rates.
- 25.2** GST, Building and other Construction Workers Welfare Cess or any other tax, levy or cess in respect of input for or output by this contract shall be payable by the contractor and Department shall not entertain any claim whatsoever in this respect.
- 25.3** The liability, if any, on account of quarry fees, royalties, octroi and any other taxes and

duties in respect of materials actually consumed on public work, shall be borne by the Contractor. Any Changes in the taxes due to change in legislation or for any other reason shall not be payable to the contractor.

26. CHECK MEASUREMENTS

- 26.1** The department reserves to itself the right to prescribe a scale of check measurement of work in general or specific scale for specific works or by other special orders.
- 26.2** Checking of measurement by superior officer shall supersede measurements by subordinate officer(s), and the former will become the basis of the payment.
- 26.3** Any over/excess payments detected, as a result of such check measurement or otherwise at any stage up to the date of completion of the defect liability period specified in this contract, shall be recoverable from the Contractor, as per clause 24 above.

27. TERMINATION BY ENGINEER IN CHARGE

- 27.1** If the contractor fails to carry out any obligation under the Contract, the Engineer in charge may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.
- 27.2** The Engineer in charge shall be entitled to terminate the contract if the Contractor
- a. Abandons the works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the contract;
 - b. the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation.
 - c. without reasonable excuse fails to comply with the notice to correct a particular defect within a reasonable period of time;
 - d. the Contractor does not maintain a valid instrument of financial Security, as prescribed.
 - e. the Contractor has delayed the completion of the Works by such duration for which the maximum amount of liquidated damages is recoverable;
 - f. If the Contractor fails to deploy machinery and equipment or personnel or set up a field laboratory as specified in the Contract Data.
 - g. if the Contractor, in judgment of the engineer in charge has engaged in corrupt or fraudulent practices in competing for or in executing the contract;
 - h. Any other fundamental breaches as specified in the Contract Data.
- 27.3** In any of these events or circumstances, the engineer in charge may, upon giving 14 days' notice to the contractor, terminate the contract and expel the Contractor from the site. However, in the case of sub paragraph (b) or (g) of clause 27.2, the Engineer in charge may terminate the contract immediately.
- 27.4** Notwithstanding the above, the Engineer in charge may terminate the contract for convenience by giving notice to the contractor.

28. PAYMENT UPON TERMINATION

- 28.1** If the contract is terminated under clause 27.3, the Engineer shall issue a certificate for value of the work accepted on final measurements, less advance payments and penalty as indicated in the Contract Data. The amount so arrived at shall be determined by the Engineer-in-charge and shall be final and binding on both the parties.
- 28.2** Payment on termination under clause 27.4 above, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the contractor's personnel employed solely on the works, and the contractor's costs of protecting and securing the works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.
- 28.3** If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered as per clause 24 above.

29. PERFORMANCE SECURITY

- 29.1** The Contractor shall have to submit performance security and additional performance security, if any, as specified in Bid data sheet at the time of signing of the contract. The contractor shall have to ensure that such performance security and Additional performance, if any, security remains valid for the period as specified in the Contract data.

30. SECURITY DEPOSIT

- 30.1** Security deposit shall be deducted from each running bill at the rate as specified in the contract data. The total amount of security deposit so deducted shall not exceed the percentage of contract price specified in the Contract data.
- 30.2** The Security may be replaced by equivalent amount of bank guarantee or fixed deposit receipt assigned to the Employer, with validity up to 3(three) months beyond the completion of defect Liability Period/ Extended Defect Liability Period.
- 30.3** The Security deposit shall be refunded on completion of defect liability period.

31. PRICE ADJUSTMENT

31.1 Applicability

- a. Price adjustment shall be applicable only provided for in the contract data.
- b. The price adjustment clause shall apply the works executed from the date of signing of the agreement until the end of the intended completion date or extensions granted for reasons
- c. attributed to the Employer by Engineer The contractor shall not be entitled any benefit arising from the price adjustment clause for
- d. Extension in the contract period reasons attributed to the contractor. In the Force Majeure event price escalation clause shall apply.

31.2 Procedure

- a. Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with following and procedures and as per formula given in the contract data.
- b. The price adjustable shall be determined from the formula given in the contract data.
- c. Following expression and meaning are assigned to done during each quarter:
- d. $R = \text{Total value of work during the quarter} - \text{the amount of secured advance granted, if any, during the secured advance recovered, if any during 3 the quarter, less value of department, if any during the quarter. Weightages of various components they shall be as per the Contract Data.}$
 - i. To the extent that full compensation any rise or fall in costs to the contractor is not covered by the provisions of this or clauses in the contract, the unit rates and prices included in the contract shall be deemed amounts to cover the contingency of such other rise or fall in costs.
 - ii. The index relevant to any quarter, for which such compensation is paid, shall be the arithmetical average of the indices relevant of the calendar month.
 - iii. For the purpose of clarity it is pointed out that the adjustment may be either positive or negative, i.e. if the price adjustment is in favour the same shall be recovered from the sums payable to the Contractor.

32. MOBILIZATION AND CONSTRUCTION MACHINERY

- 32.1** Payment of advances shall be applicable if provided in Contract Data.
- 32.2** If applicable, the Engineer bearing advance payment to the contractor of the against provision by the contractor of an unconditional Bank in nationalized/Scheduled banks, in the name as stated in the in the advance payment. The Guarantee shall remain effective been repaid, but the amount of the guarantee shall be progressively repaid by the contractor.
- 32.3** The rate of interest shall be as per Contract data.
- 32.4** The construction machinery advance, if applicable, shall be limited to 80% of the cost of new construction machinery.
- 32.5** The advance shall be recovered as stated in the Contract data by deducting proportionate amounts from payment otherwise due to the Contractor. No account shall be taken of the advance payment or its recovery in assessing valuations of work done, variations, price adjustments, compensation events, or liquidated damages.

33. SECURED ADVANCE

- 33.1** Payment of secured advance shall be applicable if provided in Contract data.
- 33.2** If applicable, the Engineer shall make advance materials intended for but not yet incorporated in the works and against of an unconditional bank guarantee in a form and by a nationalized/scheduled name as stated in the contract data, in amounts

equal to the guarantee shall remain effective until the advance payment has been of the guarantee shall be progressively reduced by the amounts adjusted contractor.

33.3 The amount of secured advance and conditions to be fulfilled shall be as stipulated in the Contract Data.

33.4 The secured advance paid shall be recovered as stated in the Contract data.

34. PAYMENT CERTIFICATES

34.1 The payment to the contractor will be as follows for construction work:

- a. The contractor shall submit to the engineer monthly statement of the value of the work executed less the cumulative amount certified previously, supported with detailed measurement of the items of work executed.
- b. The engineer shall check the Contractor's monthly statement and certify the amount to be paid to the contractor.
- c. The value of work executed shall be determined, based on the measurements approved by the Engineer/ Engineer in charge.
- d. The value of work executed shall comprise the value of the quantities of the items in the Bill of quantities completed.
- e. The value of work executed shall also include the valuation of variations and compensation events.
- f. All payments shall be adjusted for deductions for advance payment, security deposit, other recoveries in terms of contract and taxes at source as applicable under the law.
- g. The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- h. Payment of intermediate certificate shall be regarded as payments by way of advance against the final payment and not as payments for work actually done and completed.
- i. Intermediate payment shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or be considered as an admission of the due performance of the contractor any part thereof, in any respect or the occurring of any claim.
- j. The payment of final bill shall be governed by the provisions of clause 36 of GCC.

35. COMPLETION CERTIFICATE

35.1 A completion certificate in the prescribed format in Contract data shall be issued by the Engineer in charge after physical completion of the work.

35.2 After final payment to the contractor, a final completion certificate in the prescribed format in the contract data shall be issued by the Engineer in charge.

36. FINAL ACCOUNT

36.1 The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable for works under the Contract within 21 days of

issue of certificate of physical completion of works. The Engineer shall issue a Defects Liability Certificate and certify any payment that is due to the Contractor within 45 days of receiving the Contractor's account if it is correct and complete. If the account is not correct or complete, the Engineer shall issue within 45 days a schedule that states the scope of the corrections or additions that are necessary. If the Account is still unsatisfactory after it has been resubmitted, the matter shall be referred to the competent authority as defined in the Contract data, who shall decide on the amount payable to the contractor after hearing the Contractor and the Engineer in Charge.

- 36.2** In case the account is not received within 21 days of issue of Certificate of Completion as provided in clause 32.1 above, the Engineer shall proceed to finalize the account and issue a payment certificate within 28 days. G. Other Conditions of Contract.

E. OTHER CONDITIONS OF CONTRACT

37. CURRENCIES

- 37.1** All payments will be made in Indian Rupees.

38. LABOUR

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

- 38.2** The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

39. COMPLIANCE WITH LABOUR REGULATIONS

- 39.1** During continuance of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in the Contract data. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/byelaws/Acts/Rules/ regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time

40. AUDIT AND TECHNICAL EXAMINATION

40.1 The government shall have the right to cause an audit and technical examination of the works and the final bill of the contract including all supporting vouchers, abstract etc. To be made after payment of the final bill and if as a result of such audit and technical examination nay sum is found to have been overpaid in respect of any work done by the contractor under the contract or nay work claimed by him to have been done under the contract and found not to, have been executed, the contractor shall be liable to refund the amount of overpayment and it shall be lawful for government to recover the same from him in the manner prescribed in clause 24 above and if it is found that the contractor was paid less than what was due to him, under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by government to the Contractor.

41. DEATH OR PERMANENT INVALIDITY OF CONTRACTOR

41.1 During continuance of the contract, the contractor and his sub- contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications, and bye laws of the state or central government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the state or the major labour laws that are applicable to construction industry are given in the contract data. The contractor shall keep the employer indemnified in case any action is taken against the employer by the competent authority on account of contravention of any of the provisions of any Act or rules made their under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules regulations including amendments, if any, on the part of the contractor, the engineer/employer shall have the right to deduct from any money due to the contractor including his amount of performance of security. The employer/engineer shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the employer. The employees of the contractor and the sub-contractor in no case shall be treated as the employees of the employer at any point of time.

42. JURISDICTION

42.1 This contract has been entered in Delhi and its validity, construction, interpretation, and legal effect shall be subjected to the exclusive jurisdiction of the courts in Delhi or of the courts at the place where this agreement is entered into. No other jurisdiction shall be applicable.

[END OF GCC]

F. CONTRACT DATA SHEET

Clause Ref.	Description of Particulars	Data
1.14	Employer	NITCON Limited
1.15	Engineer	Engineer as notified by Employer
1.16	Engineer In Charge	NITCON Limited
1.22	Stipulated period of completion	Nine (09) Months [incl. Rainy Season]
3	Language & Law of Contract	English and Indian Contract Act 1872
4	Address & contact details of the Contractor	As per "Annexure – H"
	Address & contact details of the Employer/Engineer-phone, Fax, e-mail.	
5	Subcontracting permitted for contract value	Subcontracting Not permitted
6	Technical Personnel to be provided by the contractor	As per 'Annexure-I' (Format I-3)
	Penalty, if required Technical personal not employed	<ul style="list-style-type: none"> • Rs. 30,000/- per month per person for Project Engineer during Execution Phase • Rs. 10,000/- per month per person for Supervisor / Technicians during DLP Period
9	Specifications	As per "Annexure – E"
	Drawings	As per "Annexure – N"
12	Competent authority for deciding dispute under Dispute resolution system	Competent Authority, NITCON Limited
13	Period of submission of updated construction program	Seven (7) Days
14	Competent authority for granting time permission	Competent Authority, NITCON Limited
15	Milestones laid down for the contract	Yes
	If yes, details of milestone	As per "Annexure O"
	Liquidated damages	As per "Annexure P"

GAIL CSR PROJECT - REQUEST FOR PROPOSAL FOR SELECTION OF EXECUTION AGENCY FOR CONSTRUCTION OF HOSTEL BUILDING TO PROMOTE LITERACY AMONG TRIBAL STUDENTS AT VANVASI KALYAN ASHRAM, RAIGADA, ODISHA

Clause Ref.	Description of Particulars	Data
17	List of equipment for lab	As per CPWD GCC
	Time to establish	As per CPWD GCC
	Penalty for not establishing lab	As per CPWD GCC
18	Defects Liability Period	One(1) Year
21	Competent authority for determining the rate	Competent Authority, NITCON Limited
27	Any other condition for breach of contract	-
28	Penalty	Penalty shall be recovered from a. Security deposit as per clause 30 of General Conditions of Contract; and b. Liquidated damages imposed as per clause 15 from performance security (Guarantee) including additional Performance Security (Guarantee), if any, as per clause 29 of General Conditions of Contract, whichever is higher
29	Performance Guarantee (Security) shall be valid up to	Till the completion of Three (3) months of defect liability period or after issuance of Final Completion Certificate whichever is later
30	Security deposit to be deducted from each running bill	At the rate of Five (5) % , valid till the completion of Three (3) months of defect liability period or after issuance of Final Completion Certificate whichever is later
	Maximum limit of deduction of Security Deposit	Five (5) % of final contract amount
31	Price adjustment formula and procedure to calculate	Not Applicable
31.1 (1)	Price adjustment shall be applicable	Not Applicable
32	32.1 Mobilization and Construction Machinery Advance applicable	No Mobilization Advance and Construction Machinery Advance payable
	32.2 If yes, unconditional Bank Guarantee	-

GAIL CSR PROJECT - REQUEST FOR PROPOSAL FOR SELECTION OF EXECUTION AGENCY FOR CONSTRUCTION OF HOSTEL BUILDING TO PROMOTE LITERACY AMONG TRIBAL STUDENTS AT VANVASI KALYAN ASHRAM, RAIGADA, ODISHA

Clause Ref.	Description of Particulars	Data
	32.3 If Yes Rate of Interest	-
	32.4 If Yes, Type and Amount that can be paid	-
	32.5 If Yes, Recovery of Payment	-
33	33.1 Secured Advance Payable	No Secured Advance Payable
	33.2 If Yes, Amount of Secured Advance	-
	33.3 If Yes, Conditions for Secured Advance	-
	33.4 If Yes, Recovery of Secured Advance	-
35	Completion Certificate – after physical completion of work	As per Annexure – U
	Final Completion Certificate – after Final payment on completion of the work.	As per Annexure – V
39.1	Salient features of some of the major labour laws that are applicable	As per Annexure – W

Annexure – N

(See clause 10 of Section 3 of GCC)

DRAWINGS

- Separately Attached

Annexure – O

(See clause 13 of Section 3 of GCC)

DETAILS OF MILESTONE

S. No.	DESCRIPTION OF PARTICULARS	COMPLETION TIMELINES
1.	25% Financial progress	3 Months
2.	50% Financial progress	6 Months
3.	75% Financial progress	7.5 Months
4.	100% financial progress	9 Months

Annexure – P

(See clause 15 of Section 3 of GCC)

COMPENSATION FOR DELAY

If the contractor fails to achieve the milestones, and the delay in execution of work is attributable to the contractor, the Employer shall retain an amount from the sums payable and due to the contractor as per following scale –

S. No.	SLIPPAGE IN TARGETS (MILESTONES)	AMOUNT TO BE RETAINED BY EMPLOYER
1	Up to 25% in financial targets during the milestone under consideration	2.5% of the balance work in the related time span.
2	25% to 50% in financial targets during the milestone under consideration	5.0% of the balance work in the related time span.
3	50% to 75% in financial targets during the milestone under consideration	7.5% of the balance work in the related time span.
4	More than 75% in financial targets during the milestone under consideration	10.0% of the balance work in the related time span.

Note: For arriving at the dates of completion of time span related to different milestones, delays which are not attributable to the Contractor shall be considered. The slippage on any milestone is if made good in subsequent milestones or at the time of stipulated period of completion, the amount retained as above shall be refunded. In case the work is not completed within the stipulated period of completion along with all such extensions which are granted to the Contractor for either Employer's default or Force Majeure, the compensation shall be levied on the contractor at the rate of 0.05% per day of delay limited to maximum of 10% of contract price.

The decision of Competent Authority, NITCON Limited shall be final and binding upon both the parties

Annexure – Q
(See clause 17 of Section 3 of GCC)

LIST OF EQUIPMENT FOR QUALITY CONTROL LAB

(As per CPWD GCC)

Annexure – R
(See clause 31 of Section 3 of GCC)

PRICE ADJUSTMENT

(Not Applicable)

Annexure – S

(See clause 32 of Section 3 of GCC)

**BANK GUARANTEE FORM FOR MOBILIZATION AND CONSTRUCTION
MACHINERY ADVANCE**

(Not Applicable)

Annexure – T

(See clause 33 of Section 3 of GCC)

BANK GUARANTEE FORM FOR SECURED ADVANCE

(Not Applicable)

Annexure - U

(See clause 35 of section 3 -GCC)

PHYSICAL COMPLETION CERTIFICATE

Name of Work:

Agreement No. _____ Date _____

Amount of Contract Rs. _____

Name of Agency: _____

Used MB No.: _____

Last measurement recorded

a. Page No. & MB No.: _____

b. Date: _____

Certified that the above-mentioned work was physically completed on..... (Date) and taken over on..... (Date) and that I have satisfied myself to best of my ability that the work has been done properly.

Date of issue

Engineer

Annexure-V

(See clause 35 of section 3 -GCC)

FINAL COMPLETION CERTIFICATE

Name of Work:

Agreement No. _____ Date: _____

Name of Agency: _____

Used MB No. _____

Last Measurement recorded

a. Page No. & MB No. _____

b. Date _____

Certified that the above-mentioned work was physically completed on _____ (date) and taken over on _____ (date).

Agreement amount Rs. _____

Final amount paid to contractor Rs. _____

Incumbency of officers for the work

I have satisfied myself to best of my ability that the work has been done properly.

Date of Issue: _____

Engineer in Charge _____

NITCON Limited

Annexure – W

(See clause 39 of Section 3 -GCC)

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE

- (a) Workmen Compensation Act 1923: - The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- (b) Payment of Gratuity Act 1972: - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days' (say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- (c) Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:
 - i. Pension or family pension on retirement or death as the case may be. '
 - ii. Deposit linked insurance on the death in harness of the worker.
 - iii. Payment of P.F. accumulation on retirement/death etc.
- (d) Maternity Benefit Act 1951: - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- (e) Contract Labour (Regulation & Abolition) Act 1970: - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is, required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.
- (f) Minimum Wages Act 1948: - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways is scheduled employment.
- (g) Payment of Wages Act 1936: - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- (h) Equal Remuneration Act 1979: - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- (i) Payment of Bonus Act 1965: - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus 'within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- (j) Industrial Disputes Act 1947: - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (k) Industrial Employment (Standing Orders) Act 1946: - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules

governing the conditions of employment by the Employer on matters provided in the Act and gets these certified by the designated Authority.

- (l) Trade Unions Act 1926: - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986: - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations for employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.
- (n) Inter -State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979: - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The inter- State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.
- (o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as. may be modified by the Government., The Employer of the establishment- is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the-work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- (p) Factories Act 1948: - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. it is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

Annexure – X

SITE VISIT DECLARATION

Date:

To
Managing Director,
NITCON Limited
<Address>

<Tender Reference>

Dear Sir,

The representative from our organization <Name of Bidder> has visited the project site for <Tender name and Reference> on <Date> and has collected all the required information and data regarding availability of material/ labour. Further the environmental, soil and all other external conditions that could impact the construction process has been noted and considered for our proposal. The geo-tagged photographs of the site visit have been attached with this declaration.

We have thoroughly acquainted ourselves with the local site condition, nature and requirement of the works, facilities for transport, nature of labour required, access and storage for materials and removal of wastes.

We shall not claim any compensation for difficulties faced or losses incurred on account of any site condition.

Yours faithfully,

Signature/ Stamp
(Authorized Signatory – Bidder)
Details of the Authorized Signatory & Bidder

SECTION 3
CONDITIONS OF CONTRACT
SPECIAL CONDITIONS OF CONTRACT [SCC] PART I

1. The Contractor shall:
 - a) comply with all applicable safety regulations,
 - b) take care for the safety of all persons deployed on the project site,
 - c) use reasonable efforts to keep the Site and Works clear of unnecessary obstruction to avoid danger to the persons.
 - d) provide fencing, lighting, and guarding of the works until completion and taking over and
 - e) provide any Temporary Works (including pathways, footways, guards and (fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and workers.
 - f) ensure safe workplace and shall install safety signs.
2. The Contractor must ensure that the all the works included in this contract were installed in strict accordance with all requirements of the drawings and specifications as approved by the employer and in accordance with the applicable relevant standards.
3. Dust control sprinkling shall have to be done by the contractor several times a day during hot, dry weather depending on the site requirement.
4. Quantity of Items in scope of work may be increased or decreased as per the site conditions or as per the directions of engineer in charge upon approval of competent authority.
5. The bidder is required to arrange for necessary electrical connection required to execute the work at its own cost. The Bidder shall not claim for any amount as part of the reimbursement for the same.
6. Bidder shall make necessary safety arrangement as per the applicable laws and NGT guidelines before and during the execution of the work at its own cost.
7. The Bidder will be responsible for any type of accident and compensation / claims which may arise as per laws of Contract.
8. Any type of failure in carrying out the jobs will result into Arbitration Proceedings as mentioned in Arbitration Clause and any such failure will also attract forfeiture clause of EMD / Security Deposit.
9. The contractor shall have to arrange factory inspection of all the items as required by Engineer in Charge at the manufacturer's workshop (factory) during manufacturing & before dispatch of material. Date of inspection should be informed 7 days in advance to EMPLOYER & officials. The contractor has to get any equipment or complete installation checked and tested by any Government/ Semi Government/ Private authority at his own cost if the same is required by the Authority. He shall also provide free of cost all labor, material, Transports, equipment for the purpose of above inspections and testing. The contractor shall not be entitled for any compensation on this ground.

10. If required by Engineer in Charge, contractor will have to arrange for third party inspection of entire work executed by him and he will have to rectify / repair / replace any defects pointed out by inspection agency at its own cost

SECTION 4 SCOPE OF WORKS

1. DETAILED SCOPE OF WORK

- The bidder shall execute the work as per the plan provided with the tender document and as per the BoQ.
- The bidder shall have to provide one year support during the Defect Liability Period.
- The bidder shall have to ensure that the executed work shall be duly verified by the NITCON Limited and the final bill shall be subject to the successful handover.

2. MANPOWER DEPLOYMENT

The bidder is required to deploy resources (Manpower) with minimum qualification/ experience as detailed hereunder:

S. No.	Description of Particulars	Required Minimum Numbers
1.	Civil Engineer / Diploma Engineer with atleast seven years of Post Educational Qualification Experience	As applicable
2.	Supervisor during Defect Liability Period	As applicable

3. PENALTIES

As per Annexure -P

**SECTION 5
BILL OF QUANTITIES
(ATTACHED SEPARATELY)**

SECTION 6 FORM OF AGREEMENT

This agreement made on the day of _____ between (name and address of Employer) (hereinafter called "the Employer) and _____(name and address of Agency) hereinafter called "the Agency " of the other part.

Whereas the Employer is desirous that the Agency execute _____(name and identification number of Contract) (hereinafter called "the Works") and the Employer has accepted the Bid by the Agency for the execution and completion of such Works and the remedying of any defects therein, at a cost of Rs.

NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred' to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Agency as hereinafter mentioned, the Agency hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the contract.
3. The Employer hereby covenants to pay the Agency in consideration of the execution and completion of the Works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.
 - i. Letter of Acceptance
 - ii. Agency 's Bid
 - iii. Condition of Contract: General and Special
 - iv. Contract Data
 - v. Bid Data
 - vi. Any other documents listed in the Contract Data as forming part of the Contract

In witnessed whereof the parties there to have caused this Agreement to be executed the day and year first before written. The Common Seal of _____ was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said _____ in the presence of:

Binding Signature of Employer.....

Binding Signature of Agency