NATIONAL SEEDS CORPORATION LTD.
(A GOVERNMENT OF INDIA UNDERTAKING- *MINI RATNA COMPANY*)
(CIN : U74899DL1963PLC003913)
BEEJ BHAWAN, PUSA COMPLEX
NEW DELHI-110012

OFFICE:- CENTRAL STATE FARM, JETSAR
DISTT- SRIGANGANAGAR
RAJASTHAN-335702

NOTICE INVITING E-TENDER/ CONTRACT DETAILS

FOR

Name of work: Rparing and raising hight of water course at Central State Farm, Jetsar, Distt:-SriGanganagar, Rajasthan.-335702

TENDER SHOULD BE SUBMITTED IN TWO BIDS SYSTEM ONLINE
On
https://indiaseeds.eproc.in/

Contact details

Particulars	Telephone	e-mail	
Central State Farm, Jetsar	Ph:- 01509-238027, 238296, 9414092092	director.csfjetsar@gmail.com	
Website	www.indiaseeds.com		
e-portal	https://indiaseeds.eproc.in/		

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राष्ट्रीय बीज निगम लिमिटेड
-भारत सरकार का उपक्रम)
मिनिरत्न कम्पनी(
बीज भवन, पूसा परिसर
नई दिल्ली 012 110-
फैक्स25846462 -011 -
केन्द्रीय राज्य फार्म, जैतसर (राज.)फैक्स-
01409-261233

NATIONAL SEEDS CORPORATION LIMITED
(A Government of India Undertaking)
(CIN : U74899DL1963PLC003913)
BEEJ BHAWAN, PUSA COMPLEX
NEW DELHI-110 012 (INDIA)
Website: www.indiaseeds.com
PHONES : 25842383, 25846272, 25842692, 25846295
e-mail – nsc@indiaseeds.com
CENTRAL STATE FARM, JETSAR
PHONES: 01498-261202 (Office)
Tele – Fax :- 01498-261233
e-mail – director.csfjetsar@gmail.com

No:- CSF/JTS/CIVIL/5-4/2017-18 Dated 12.09.2017

NOTICE INVITING E-TENDER

National Seeds Corporation Ltd, Central State Farm, Jetsar invites online e-tender from reputed contractors registered with CPWD, MES and State/Semi-Govt. organisation having experience with similar nature of work on two-bid system. The details may be viewable on the website of NSCL i.e. www.indiaseeds.com. The tender can only be submitted online on https://indiaseeds.eproc.in/.

1	Name of Work:-	**Reparing and raising hight of water course**
2	Location	Central State Farm, Jetsar -335702 (Raj.)
3	Estimated cost	21.88 Lakhs
4	Completion period	60 days
5	Earnest Money	`65,000/- (As per details in NIT, Section II-General instructions)
6	Cost of Tender	`2,000/-(As per details in NIT, Section II- General instructions)
7	Start Date & Time for uploading of Tender	12.05.2018 0930 Hrs
8	Last Date & time for submission of Tender	25.05.2018 11.00 Hrs
9	Date & time of Opening of tender	Technical bid:- 25.05.2018 1200 Hrs Financial bid:- 25.05.2018 1500 Hrs (At CSF Suratgarh)
10	Address for communication	The Director, Central State Farm, Jetsar-335702 (Raj.) e-mail:-director.csfjetsar@gmail.com Ph:- 01498-261202, 261233, 9414092092

DGM(Farm)
CSF Jetsar

NATIONAL SEEDS CORPORATION LTD.

PART-A

SECTION - I

INSTRUCTIONS TO BIDDER – ONLINE MODE

DEFINITIONS:

- **C1 India Private Limited**: Service provider to provide the e-Tendering Software.
- NSCL e-Procurement Portal: An e-tendering portal of National Seeds Corporation Limited ("NSCL")introduced for the process of e-tendering which can be accessed on https://indiaseeds.eproc.in.

I. ACCESSING / PURCHASING OF BID DOCUMENTS :

- It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSCComponents, i.e. Signing & Encryption) from any of the licensed Certifying Agency (Bidderscan see the list of licensed CA's from the link www.cca.gov.in) to participate in e-tendering ofNSCL.
- C1 India Pvt. Ltd. Facilitates procurement of Class-III DSC's. DSC Procurement request maybe sent to jatin.kalra@c1india.comfor more details during NSCL working days.
- To participate in the e-bid, it is mandatory for the Applicants to get themselves registered withthe NSCL e-Tendering Portal (https://indiaseeds.eproc.in) to have a user ID & Password whichhas to be obtained by submitting a non-refundable annual registration charges of Rs. 3300/-inclusive of all taxes in favour of M/s C1 India Private Limited through Demand Draft payable atGurgaon or through Online mode. Validity of Registration is 1 year.
- After making the payment through offline mode (i.e. DD), Vendors have to send an emailintimation to Helpdesk for their profile activation. The account will be activated on receipt DD. Incase of online mode (i.e. Net banking, Debit card, Credit Card), Vendors have to send an e-mailintimation to Helpdesk for their profile activation. The account will be activated within 24 workinghours.
- All profile activations will be done only during NSCL working days. No profile activation will takeplace during NSCL Holidays & gazetted holidays.
- The amendments / clarifications to the tender, if any, will be posted on the NSCL e-TenderingPortal (https://indiaseeds.eproc.in).
- To participate in bidding, bidders have to pay EMD (refundable) as per the amount mentionedin the tender document online through NEFT / RTGS after generating E-challan fromhttps://indiaseeds.eproc.in.
- To participate in bidding, bidders have to pay Tender Processing Fee of Rs. 2000/- inclusive ofall taxes (Non-refundable) through Online mode (internet banking/debit card/credit card.
- Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document aspublished at NSCL e-Tendering Portal (https://indiaseeds.eproc.in). The bidders who are MSE andregistered with NSIC are exempted from paying EMD and tender document cost, for which theyhave to submit the documentary proof.
- For helpdesk, please contact e-Tendering Cell and Help Desk Support.

II. PREPARATION & SUBMISSION OF APPLICATIONS:

- Detailed NIT may be downloaded from NSCL e-tendering portal and the Application may be submittedcompulsorily online mode following the instructions appearing on the screen / NIT.

- Vender can pay tender document Fee as per tender document online through Internet Banking / DebitCard / Credit Card.
- A Vendor manual containing the detailed guidelines for e-tendering system is also available on theportal.

III. **MODIFICATION / SUBSTITUTION / WITHDRAWAL OF BIDS** :

- The Bidder may modify, substitute or withdraw it's e-bid after submission prior to the Bid Due Date. NoBid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid DueDate, unless the same has been expressly sought for by the NSCL, shall be disregarded.
- For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload / resubmitdigitally signed modified bid.
- For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw it'se-bid.

IV. **OPENING AND EVALUATION OF APPLICATIONS**:

- Opening of Applications will be done through online process. However, Corporation reservesthe right for evaluation and decision based on tender submitted online.
- NSCL shall open documents of the Application received in electronic form of the tender on theApplication due date i.e. in the presence of the Applicants who choose to attend. NSCL willsubsequently examine and evaluate the Applications in accordance with the provisions set out in theTender Document.
- The price bid will be opened of the responsive applicants. The date of opening of price bid will benotified later on.

V. **DISCLAIMER** :

- The vender must read all the instruction in the RFP and submit the same accordingly.

General instructions to Bidders

SECTION II

1. Time: The contractor should submit only in ONLINE MODE on https://indiaseeds.eproc.in on or before the date & time given in NIT. The technical bid and financial bids of the qualified contractors will be opened as per the date & time stated in NIT. Tenders in any other form will not be accepted.

2. Work Experience: Experience of civil work will be counted 40% of three works, 50 % two works and 80 % one work of similar nature in last seven years`. Experience other than similar nature will not be accepted.

3. Bids: Technical bid contains uploading of self-attested copies of all desired documentsi.e Tender fees & EMD Proof, Firm Registration of appropriate class for civil works, pan card, GST No., EPF & ESI No.(as per applicability), Bank account detail/status of firm (Cancelled Blank Cheque), as mentioned in checklist of section III.

4. EMD : EMD may be in form of D/D or Bankers cheque or through RTGS/NEFT/Online portal.
   DD/BC must be in favour of National Seeds Corporation Ltd, Jetsar Payable at BAJUWALA, scan copy of which must be uploaded along with technical documents. The original Demand draft/ Bankers cheque must be deposited in office of the Asstt. Manager (Civil) before the closing date & time for submission of tender.
   Online transaction may be accepted in form of NEFT/RTGS (NSC Ltd Jetsar, Bank- SBI, BAJUWALA, A/C No.- 33963396672,IFSC- SBIN0008251) or through online portal. Scan copy of transaction must be uploaded along with technical documents.

5. Risk of Labour working at site will be of contractor and insurance of workers should be done before start of work.

6. Any type of tax liability of government as applicable will be borne by the contractor.

7. Deduction on payment will be governed according to rules.

8. No time extension will be given in normal conditions.

9. No conditional tender will be accepted.

10. As per practice one time rates are to be given i.e. no escalation on rates will be given.

11. Scope of supply / work as per the details given in the G.Schedule will be ensured by contractor.

12. Scope of work according to situation may be increased or decreased without assigning any reason by Corporation.

13. The Number and Quantity of work may increase or decreased.

14. If any additional Items required to be execute, the contractor will be paid in proportionate to the rates quoted.

15. Available Electricity may be used for the work by the contractor and recovery will be made.

16. All useful materials obtained from dismantling shall be the property of the Farm and shall be kept in safe custody until they are handed over to the General Store Incharge.

17. Due care shall be taken to maintain the safety measures prescribed in IS; 4130 and safety code of terms and conditions.

18. Performance security & security deposit amount will be released after successful completion of defect period.

19. The contractor shall bear the cost of samples, testing fee, if materials tested outside in laboratory.

20. G.Schedule Rates are without cement and cement will be provided from the general store of the farm free of cost. The carriage and site stock maintenance will be in scope of contractor and after completion of work empty cement bags must be submitted to store of farm.

21. If applicable, STP/NOC from the Mining Department is to be taken otherwise final bill payment will not be released.

22. The contractor is responsible to follow the construction standards as per CPWD norms.

23. For all construction works strictly canal water is to be used at site.

24. The Corporation reserves the right to accept or reject any or all tenders without assigning any reason what so ever and decision of the Corporation shall be final and binding to tenderers.

DGM(Farm)
CSF Jetsar

SECTION III

CHECK LIST FOR TECHNICAL EVALUATION OF TENDER

1	Tender fee as per NIT (Non –Refundable)	
2	EMD as per NIT	
3	Certificate of registration of the firm for civil works in appropriate class:-	
4	Copy of registration for (as per applicability- listed in NIT) :-	
	i) Pan No	
	ii) GST no.	
	iii) EPF & ESI No.	
5	Performance / work experience certificate/s (As per NIT)	
6	Bank account detail/status of firm (Cancelled Blank Cheque or any other proof)	

NATIONAL SEEDS CORPORATION LTD.

PART-B

SECTION – I

INSTRUCTIONS TOBIDDERS

Table of Clauses

A. General

1. Scope of Bid
2. Source of Funds
3. Eligible Bidders
4 Qualification of the Bidder
5. One Bid per Bidder
6. Cost of Bidding
7. Site Visit

B. Bidding Documents

8. Content of Bidding Documents
9. Clarification of Bidding Documents
10. Amendment of Bidding Documents.

C. Preparation of Bids

11. Language of Bid
12 Documents Comprising of Bid
13. Bid Prices
14. Currencies of Bid and Payment
15. Bid Validity
16. Bid Security
17. Alternative Proposals by Bidders
18. Format and Signing of Bid

D Submission of Bids

19 Sealing and Marking of Bids

20 Deadline for submission of Bids
21 Late Bids
22. Modification and Withdrawal of Bids

E. Bid Opening and Evaluation

23. Bid Opening
24 BLANK
25 Clarification of Bids
26 Examination of Bids and Determination of Responsiveness
27 Correction of Errors

28 BLANK
29 Evaluation and Comparison of Bids
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F. Award of Contract

31 Award Criteria
32 BLANK
33 Notification of Award
34 Performance Security
35 Advance Payment and Security
36 Conciliator
37 Corrupt or fraudulent practices

GENERAL

1- **Scope of Bid**

1.1 The **DIRECTOR, C.S.F.,JETSAR** (referred to as Employer in these documents) invites bids for the construction of works (as defined in these documents and referred to as "the works") detailed in the table given in IFB. The bidders may submit bids for any or all of the works detailed in the table given in IFB:

1.2 The successful bidder will be quoted to complete the works by the intended completion date specified in the Contract data.

2- **Source of Funds:**

2.1 The Employer has arranged the funds from _____ (indicate the source) and will have sufficient funds in Indian currency for execution of the works.

3- **Eligible bidders:**

3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause no. 3.5.

3.2 All bidders shall provided in Section w, Forms of Bid and Qualification Information, a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications and other documents for the Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works and any of its affiliates shall not be eligible to bid.

3.3 Government owned enterprises may only participate if they are legally and financially autonomous operate under commercial law and are not a dependent agency of the Employer.

3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with sub clause 37.1.

3.5 Eligibility Criteria.

a) The Bidder must have experience on similar works executed during the last five years. Details like monetary value, clients, and proof of satisfactory completion should be submitted for establishing eligibility.

b) Registration if any with specified depts../organizations, class/type of registration.

c) Documentary evidence of adequate financial standing.

The employer would quantify the criteria as below:-

TABLE

Sl. No.	Experience of works	Details of Registration	Requirements of display financial standing.
1.	Performance parameters.	i) Registration	i) Solvency certificate from bankers for _____(Value)
2.	Equipment requirements		
3.	Managerial requirements	ii) Grade obtained under CIDC-ICRA grading	ii) Turn over in last ____ years.
4	Manpower requirement		iii) Any other

4. Qualification of Bidder :

On the basis of the above work done by the bidder and other Technical documents submitted by him the employer (Director C.S.F.) with decide and its solid discretion(s) the bidder is qualified fordoing the work or not.

5- **One Bid per Bidder :**

5.1 Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted requested) will cause all the proposals with the Bidder's participation to be disqualified.

6- **Cost of Bidding :**

6.1 The bidder shall bear all costs associated with the preparation and submission of his Bid and the Employer will in no case be responsible and liable for those costs. (7)

7- **Site Visit :**

7.1 The Bidder at the Bidder's own responsibility and risk in encourage visiting and examining the Site of Works and its surroundings and obtained all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at

B-BIDDING DOCUMENTS

8- **Contents of Bidding Documents :**

8.1 The set ofbidding documents comprises thedocuments listed in thetable below and addenda issued in accordance with Clause 10.

		Invitation for Bids (IFB)
Section	1	Instructions to Bidders.
	2	Forms of Bid and Qualification Information
	3	Conditions of Contract
	4	Contract Data
	5	Specifications
	6	Drawings
	7	Bills of Quantities
	8	Forms of Securities.

8.2 Of the three sets of the bidding documents supplied two sets should be completed and returned with the bid.

9- **Clarification of the Bidding Documents:**

9.1 A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification, which he received earlier than 15 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents including a description of the enquiry but without identifying its source.

9.2 Pre-bid meeting

9.2.1 The bidder of these official representatives is invited to attend a pre-bid meeting which will take place at **Asstt. Manager (Engg. – Civil)** (address of venue) on _____ (time and date) _____

9.2.2 The purpose of the meeting will be to clarify issues and to answer question on any matter that may be raised at that stage.

9.2.3 The bidder is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting.

9.2.4 Minutes of the meeting, including the ext of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in Sub Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.

9.2.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10. Amendment of Bidding Documents :

10.1 Before the deadline for submission of bids the Employer may modify the bidding documents by using addend.

10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.

10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, in accordance with Sub Clause 20.2 below.

C – PREPARATION OF BIDS

11- **Language of the Bid :**

11.1 All documents relating to the bid shall be in the English language.

12- **Documents Comprising the Bid:**

12.1 The bid submitted by the bidder shall comprise the following:-

(a) The Bid (in the format indicated in Section-2)
(b) Bid Security
(c) Priced Bill of quantities.
(d) Qualification Information Form and Documents.

And any other materials required be completing and submitting by bidders in accordance with these instructions. The documents listed under Sections 2, 4 and 7 of Sub Clause 8.1 shall be filled in without exception.

13-Bid Prices :

13.1 The contract shall be for the whole works as described in Sub Class 1.1, based on the price Bill of quantities submitted by the Bidder.

13.2 The bidder shall fill in rates and prices for all times of the Works described in the Bill of Quantities Items for which no rate or price in entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

13.3 All duties, taxes and other Levis payable by the contractor under the contract, or for any other cause shall be included in the rates. Prices and total Bid Price submitted by the Bidder.

13.4 The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

OR

13.4 the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 47 of the Conditions of Contract.

14- Currencies of Bid and Payment:-

14.1 The Unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

15. **Bid Validity**:

15.1 Bid shall remain valid for a period not less than twenty eight days after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting

15.3 15.2 his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid except as provided in 15.3 hereinafter, but will be required to extend the validity of his bid security or a period of the extension and in compliance with Clause 16 in all respects.

15.4 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), in the event that the Employer requests and the Bidder agrees to an extension of the validity period, the contract price, if the Bidder is select for award shall be the bid price corrected as follows :

The price shall be increased by the factor (value of factor B) for each week or part of a week, that has elapsed from the expiration of the initial bid validity to the date of issue of letter of acceptance to the successful Bidder.

15.4 bid evaluation will be based on the bid prices without taking into consideration the above correction

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* choose one and delete the other

1. The value of B is based on the country's projected inflation for the period in question. The Employer inserts the value in the bid documents prior to issue.

16- **Bid Security:**

16.1 The Bidder shall furnish, as part of this Bid, a Bid Security in the amount as shown in column 4 of the table of IFB for this particular work. This bid security shall be in favour of **NSC LTD.** _____ and maybe in one of the following forms :-

A bank guarantee issued by a nationalized / scheduled bank located in Indian or a foreign Bank located in Indian and acceptable to the Employer in the form given in Section 8 or another form acceptable to the Employer, or

Certified cheque or Bank draft in favour of **NSC LTD.**payable at _____.

16.2 Bank guarantees (and other instruments having fixed validity) issued as surely for the bid shall be valid for 28days beyond the validity of the bid.

16.3 Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub Clauses 16.1 land 16.2 above shall be rejected by the Employer as non-responsive.

16.4 The Bid Security of unsuccessful bidders will be returned within 28days of the end of the bid validity period specified in Sub Clause 15.1.

16.5 The Bid Security of the successful bidder will be discharge after he has signed the agreement and furnished the required Performance Security.

16.6 The Bid Security maybe forfeited, if

(a) The Bidder withdraws the Bid after Bid opening during the period of Bid validity.
(b) The Bidder does not accept the correction of the Bid Price, pursuant to Clause 27; or
(c) the successful Bidder fails within the specified time limit to
(i) Sign the Agreement or
(ii) Furnish the required Performance Security.

17- **Alternative Proposals by Bidders :**

17.1 Bidder shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawing and specifications. Alternatives will not be considered.

18- Format and Signing of Bid :

18.1 The Bidder shall prepare on original and one copy of the documents comprising the bid as described in Clause 12 of these instructions to Bidders, bound with the volume containing the Form of bid and clearly marked 'ORIGINAL' and 'COPY' as appropriate. In the event of discrepancy between them the original shall prevail.

18.2 The original and copy of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 4.3. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.

18.3 The Bid shall contain no alterations or additions, except ;those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder in which case such corrections shall be initialed by the person or persons signing the bid.

D – SUBMISSION OF BIDS

19- **Sealing and Marking of Bids :**

19.1 a) The Bid shall be submitted in two separate sealed envelopes duly marked Envelop 1 and Envelop 2. The Envelop 1 will contain Employer's Bid documents (other than priced BOQ) which will be submitted under formal forwarding letter in standard printed form addressed to the Employer interaliacontaining an undertaking that the Bid does not contain any amendment, modification or change of any type whatsoever in the Bid documents and to any amendment issued after pre-bid meeting. The Envelope 2 will contain priced BOQ only giving the unit price and amount against each item with grand total at the end in figures and in words.

19.1 b)The Bidder shall seal the original copy of the Bid in separate envelopes (Envelop 1 & 2)

19.2 The envelopes shall

(a) Be addressed to Employer at the following address:

THE DIRECTOR , CENTRAL STATE FARM,
JETSAR (RAJ.)

(inset address of office forbid submission) and

- Bid for _____ (Name of contract)
- Bid Reference No. _____ (insert number)
- DO NOT OPEN BEFORE _____(time and date for bid opening per Clause 23)
- ORIGINAL / COPY
- Name and address of the bidder.

Delivery of Tender Both the sealed envelope duly marked as indicated as above should be sent by Regd. Post or personally to Director, National Seeds Corporation Limited (A Govt. of India Undertaking- "Mini-Ratna" Company) **Central State Farm, Jetsar (Raj.) on or before _____(As per NIT).**

19.3. If the outer envelopes are not sealed and marked as above, the employer will assume no responsibility for the misplacement or premature opening of the bid.

20. Deadline for submission of the Bids :

20.1 Bids must be received bythe Employer at the address specified above not later than _____ In the event of the specified date for the submission of bids being declared a holiday by the Employer, the Bids will be received upto the appointed time on the next working day.

20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21- **Late bids :**

21.1 Any Bid received by the Employer after the deadline prescribed in Clause 20 will be returned unopened to the bidder.

22- Modification and Withdrawal of Bids :

22.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 20.

22.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with Clauses 18 & 19, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.

22.3 No bid may be modified after the deadline for submission of Bids.

22.4 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity in Clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the Bids security pursuant to Clause 16.

22.5 Bidder may only offer discounts to, or otherwise modify the prices of their Bids by submitting Bid modifications in accordance with this clause or included in the original Bid submission.

**Insert time and date: this should be the same as those given in the invitation for Bids.*

E – BID OPENING AND EVALUATION

23- Bid Opening :

23.1 On the due dates and appointed time as specified in Clause 20, the Employer will first open envelopes 1 (original) of all bids received (except those received late) including modifications made pursuant to clause 2.2 in presence of the Bidders or their representatives who choose to attend. In the event of the specified date for Bid opening being declared a holiday by the Employer, the Bids will be opened at the appointed and location on the next working day.

23.2 Envelopes marked "WITHDRAWAL" shall opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened.

23.3 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub Clause 19.2 and the minutes shall form part of the contract.

24- **BLANK:**

25. Clarification of Bids :

25.1.1 To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including break down of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought,

25.1 offered, or permitted except as required to conform the correction of arithmetic errors discovered by the Employer in the evaluation of the Bides in accordance with Clause 27.

25.2 Subject to sub clause 25.1 no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

25.3 Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

26- Examination of Bids and Determination of Responsiveness :

26.1 Prior to detailed evaluation of Bids, the Employer will determine whether each Bid(a) meets the eligibility criteria defined in Clause 3(b) has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall interalia include a provision to bind the Bidder to settlement of disputes clause: (c) is accompanied by the required Bid security, and: (d) is responsive to the requirements of the Bidding documents.

26.2 A responsive Bid is one which conforms to all the terms, conditions and specification of the Bidding documents without material deviation or reservation. A material deviation or reservation in one (a) which affects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way, the Employer's rights or the Bidders obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

26.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction; or withdrawal of the non-conforming deviation or reservation.

27- **Correction of Errors :**

27.1 Bids determined to be responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows :

(a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and

(b) where there is a discrepancy between the unit rate and the line item total resulting fro m multiplying the unit rate by the quantity, the unit rate as quoted will govern.

27.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount the Bid will be rejected and the Bid security may be forfeited in accordance with Sub-Clause 16.6(b).

28- **BLANK**

29- Evaluation and Comparison of Bids :

29.1 The Employer will evaluate and compare only the Bids determined to be responsible in accordance with Clause 26.

29.2 In evaluation the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows :

(a) making any correction for errors pursuant to Clause 27;

(b) making appropriate adjustments to reflect discounts or other price modification offered in accordance with Sub Clause 22.5

29.3 The Employer reserves the right to accept or reject any alternative offer. Alternative offers and other factors which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.

29.4 The estimated effect of the price adjustment conditions under clause 47 of the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

29.5 If the Bid of the successful Bidder is seriously unbalanced relation to the Nodal Officer or his nominee's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the consistency of those prices with the implementation construction methods and schedule proposed.

30.0 **BLANK :**

F – AWARD OF CONTRACT

31-Award Criteria :

The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to the Bidding documents and who has offered the lowest evaluated Bid Price. Provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3 and (b) qualified in accordance with the provisions of Clause 4.;

31.1 The Employer shall award the contract within 15 days of the opening of the priced bids.

32. **BLANK**

33. Notification of award and signing of agreement :

33.1 The Bidder whose bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of Contract called the "letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution. Completion and maintenance of the Works by the Contractor as per prescribed by the Contract (hereinafter and in the contract called the "contract Price")

33.2 The notification of award will constitute the formation of the Contract subject only to the furnishing of a performance security in accordance with the provisions of Clause 34.

33.3 The Agreement will corporate all correspondence between the Employer and the successful bidder. It will be signed by the Employer and sent to the successful Bidder within 28 days following the notification of award along with the letter of Acceptance. Within 21 days of receipt, the successful Bidder will furnish the performance security and sign the Agreement with the employer.

33.4 Upon the furnishing by the successful bidder of the Performance Security, the Employer will promptly notify the other bidders that their bids have been unsuccessful and release their bid security.

34- **Performance Security**

34.1 Within 28 days of receipt of the letter of acceptance the successful Bidder shall deliver to the Employer a Performance security in any of the forms given below for an amount equivalent to 55 of the Contract price.

- a bank guarantee in the form given in section 8; or
- Govt. securities, FDR or any other form of deposit stipulated by Employer.
- _____

34.2 If the performance security in provided by the successful bidder in the form of a bank guarantee, it shall be issued either (a) at the Bidder's option, by a Nationalized / Scheduled Indian bank or (b) by a foreign bank located in India and acceptable to the employer.

34.3 Failure of the successful Bidder to comply with the requirements of Sub Clause 34.1 shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid Security.

35. **Advance Payment and Security:**

35.1 The Employer will provide and Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to maximum amount, as stated in the Contract Data.

36- **Conciliator:**

36.1 The Employer proposes that _____ (name of proposed Conciliator) be appointed as conciliator under the Contract, at a daily fee of Rs._____ plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If in the Letter of Acceptance, the Employer has not agreed to the appointment of the conciliator, the conciliator shall be appointed by_____(name of Appointing Authority) @ at the request of either party.

37- **Corrupt or fraudulent Practices:**

37.1 **Corrupt or Fraudulent Practices:**

37.1 The Employer requires that Bidders / Suppliers / Contractors sunder this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy the Employer :

(a) defines, for the purpose of these provisions, the terms set forth below follows :

(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official, in the procurement processor in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (Prior to or after bid submission) designed to establishes bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

(b) Will reject a proposal for award of work if he determines that the bidder recommended for award has engaged in corrupt or fraudulent practices sin competing for the contract in question.

(C) Will declare a Bidder in eligible either indefinitely or for a stated period of time, to be awarded a contract /contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

37.2 Furthermore, Bidders shall be aware of the provision stated in sub clause 23.2 and sub clause 59.2 of the Conditions of Contract.

_____

@ (Such as ICA, Institution of surveyors, Institution of Nodal Officer or his nominees, CIDC,BAIetc)

SECTION – II

FORMS OF BID,QUALIFICATION INFORMATION ANDLETTER OFACCEPTANCE

Table of Forms

- CONTRACTOR'S BID
- LETTER OF ACCEPTANCE
- NOTICE TO PROCEED WITH THE WORK
- AGREEMENT FORM

CONTRACTOR'S BID

Description of the works _____

BID

To

_____ (the Employer)
Address_____
_____
_____

GENTLEMEN

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of _____ (in figures) _____
_____ (in letters)

The advance payment required in Rs._____
_____ as the conciliator

(OR)

We do not accept the appointment of _____ as the conciliator and propose instead that _____ be appointed as conciliator whose daily fees and biographical data are attached.

This bid and your written acceptance of it shall constitute a binding contractor between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We undertake that, in competing for (and, if the awards is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the Bidding documents.

We attach herewith our valid income-tax clearance certificate.

Yours faithfully,

Authorized Signature : _____
Name & Title of Signatory : _____

Name of Bidder : _____
Address : _____

Notes :

1.To be filled in by the Employer before issue of the bidding decrements.
2.To be filled by the Employer before issue of the Bidding documents.

3.To be filled in by the Bidder, together with his particulars and date of submission at the bottom of the form of bid.

LETTER OF ACCEPTANCE

(*On letter head paper of the Employee)*

_____(date)

To _____(Name and address of the Contractor)

Dear Sirs,

This is to notify you that your Bid dated _____ for execution of the _____

_____(name of the contract and identification number, as given in the Instructions to bidders) for the Contract Price of Rupees_____)
(amount in words and figures as corrected and modified in accordance with the Instructions to Bidder is hereby accepted by our Agency.

We accept / do not accept that _____ be appointed as the Conciliator 2.

You are hereby requested to furnish Performance Security, in the form detailed in para 34.1 of ITB for an amount of Rs._____ within 21 days of the receipt of this letter of acceptance valid upto 28 days from the date of expiry of taking over certificate subject to removal of defects Period i.e. upto _____ and sign the contract, failing which action as stated in para 34.3 of ITB will be taken.

Please acknowledge receipt.

Yours faithfully,

Authorized Signature : _____

Name & Title of Signatory : _____

Name of Agency. : _____
Address : _____

1. Delete “corrected and” or “and modified” if only one of these actions applies. Delete “as corrected and modified in accordance with the Instructions to Bidders” if corrections or modification have not been effected.

ISSUE OF NOTICE TO PROCEED WITH THE WORK

(Letterhead of the Employer)

_____ dated

To

_____(Name and address of the Contractors)

_____

_____

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in ITB clause 34.1 and signing of the contract for the implementation / construction of _____ a Bid Price of Rs._____ you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of
Signatory authorized to sign on
Behalf of Employer)

AGREEMENT FORM

Agreement

This agreement made the _____day of _____ to _____ between _____ _____ (name and address of Employer) (hereinafter called "the Employer") and _____ (Name and address of Contractor (hereinafter called "the Contractor" of the other party)

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. In this Agre3ement, words and expression shall assume 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 Contractor as hereinafter mentioned, the Contractor hereby covenants with the employer to execute and complete the works and remedy the defects therein in conformity in all aspects with the provisions of the Contract.

3. The Employer hereby covenants to pay the contractor in consideration of the execution and completion of the Works and in the remedying the defects wherein the 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 read and construed as part of this Agreement Viz:

i) Letter of Acceptance :
ii) Notice to proceed with the works.
iii) Contractor's Bid
iv) Contractor Data:
v) Conditions of contract (including Special Conditions of Contract)
vi) Specifications ;
vii) Drawings

viii) Bill of quantities, and

ix) Any other documents listed in the Contract Data as forming part of the contract.

In witness whereof the parties 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 _____

Binding Signature of Employer _____

Binding signature of Contractor_____

In the presence of

CONDITIONS OF CONTRACT
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CONDITIONS OF CONTRACT

A. General

1- Definitions:

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

The Conciliator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance as provided for in Clauses 24 and 25.The names of the Adjudicator is defined in the Contract Data.

Bill of quantities means the priced and completed Bill of Quantities forming part of the Bid.
Compensation Events are those defined in Clause 44.

The Completion Date is the date of completion of the Works as certified by the Nodal Officer or his nominee in accordance with Sub Clause 55.1

The Contract is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.

The Contract Date defines the documents and other information which comprise the Contract.

The Contractor is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The Contractor's Bide is the completed Bidding documents submitted by the Contractor to the Employer.

The Contract Price is the price stated in the letter of acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days, months are calendar months.

A Defect is any part of the Works not completed in accordance with the Contract.

The Defects Liability Period is the period named in the Contract Data and calculated from the Completion Date.

The Employer is the party who will employ the Contractor to carry out the Works.

The Nodal Officer or his nominee is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of Nodal Officer or his nominee) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extension of time and valuing the Compensation Events.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion** Date is the date on which it is intended that the Contractor shall complete the works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Nodal Officer or his nominee by issuing an extension of time.

Material are all supplies, including consumables, used by the contractor for incorporation in the Works.
Plant is any integral part of the Works which is to have mechanical, electrical, electronic or chemical or biological function.

The Site is the area defined as such in the Contract Data.

Site Investigation Reports are those which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Nodal Officer or his nominee.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site possession Date.

A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry on a part of the work in the Contract which includes work on the Site.

Temporary Works are works designed, constructed, installed and removed by the Contractor which are needed for construction or installation of the Works.

A Variation is an instruction given by the Nodal Officer or his nominee which varies the Works.

The Works are what the Contract requires the Contractor to construct, install and turn over to the Employer as defined in the Contract Data.

2. **Interpretation :**

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Works have their normal meaning under the language of the Contract unless specifically defined. The Nodal Officer or his ominee will provide instructions clarifying queries about the Conditions of Contract.

2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works)

2.3 The documents forming the Contract shall be interpreted in the following order of priority.

1. Agreement
2- Letter of Acceptance and notice to proceed with works.
3- Contractor's Bid.
4- Contract Data.
5- Conditions of Contract including Special Conditions of Contract.
6- Specifications.
7- Drawings
8- Bill of quantities and
9- Any other documents listed in the Contract Data as forming part of the Contract.

3- **Language and Law :**

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

4- **Nodal Officer or his nominee's Decisions :**

4.1 Except where otherwise specifically stated, the Nodal Officer or his nominee will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5- **Delegation :**

5.1 The Nodal Officer or his nominee may delegate any of the duties and responsibilities to other people except to the Conciliator after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6- **Communications :**

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act. 1872)

7-Joint Venture :

Two or three companies / contractors may jointly under take contract / contracts. Each entity would be jointly responsible for completing the task as per the contract.

1. **Subcontracting :**

8.1. The Contractor may subcontract with the approval of the Nodal Officer or his nominee but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

Other Contractors.

8.2. The Contractor shall co-operate and share the Site with other contractors, public authorities utilities and the Employer between the dates given in the Schedule of other contractors. The Contractor shall as referred to in the Contract Data, also provide facilities and services for there as described in the Schedule. The employer may modify the schedule of other contractor and shall notify the contractor of any such modification.

9- Personnel :

9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Nodal Officer or his nominee. The Nodal Officer or his nominee was approved any proposed replacement of Key personnel only if their qualifications, abilities and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

9.2 If the Nodal Officer or his nominee asks the Contractor to remove a person who is a ;member of the Contractor's staff of his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connections with the work & the Contract.

10- **Employer's and Contractor's Risks :**

10.1 The Employer carries the risks which this Contract states are Employer's risks and the Contractor carries the risks which this Contract states are Contractor's risks.

11. **Employer's Risks :**

11.1 **The Employers risks are :**

(a) in so far as they directly affect the execution of the Works in the country where the permanent Works are to be executed.

(i) war and hostilities (whether war be declared or not) invasion act of foreign enemics.

(ii) rebellion, revolution, insurrection or military or usurped power or civil war :

(iii) ionizing radiations or contamination by radioactivity from any nuclear fuel, or form any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof :

(iv) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds; and

(v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works.

(vi) floods, tornadoes, earthquake and landslides.

(b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for the Contract :

(c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible : and

(d) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor :

(i) could not have reasonably foreseen or

(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures :

(A) prevent loss or damage to physical property from occurring by taking appropriate measures or

(B) insure against.

12- **Contractor's Risks :**

12.1 All risks of loss of or damage to physical property and of personal injury and death which are during and in consequence of the performance of the Contract other than the excepted risk are the responsibility of the Contractor.

13- **Insurance :**

13.1 The Contractor shall provide in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability period, in the amounts and deductible stated in the Contract Data for the followings events which are due to the Contractors risks :

a) loss of or damage to the Works Plant and Materials.
b) loss of or damage to Equipment.
c) loss of or damage of property (except the Works, Plant, Materials and Equipment connection with the Contract ; and
d) personal injury or death

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Nodal Officer or his nominee for the Nodal Officer or his nominee's approval before the Start Date. All such insurances shall provide for compensation to be payable in the types and proportions of currency required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required the Employer may effect the insurance which the Contractor should have provided and recover the premium the Employer has paid from payments otherwise due to the Contractor or if no payment due the payment for the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Nodal Officer or his nominee.

13.5. Both parties shall comply with all conditions of the insurance policies.

14.- **Site Investigation Reports :**

14.1 The Contractor, in preparing the Bid, shall rely on the Site Investigation Report referred the Contract Data, supplemented by any information available to the Bidder.

15-Queries about the Contract Data :

15.1 The Nodal Officer or his nominee will clarify queries on the Contract Data.

16- **Contractor to Construct the Works :**

16.1 The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

17- **The Works to be completed by the Intended Completion Date :**

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with program submitted by the Contractor as updated with the approval of the Nodal Officer or his nominee and complete them by the Intended Completion Date.

18- **Approval by the Nodal Officer or his nominee :**

18.1 The Contractor shall submit specifications and Drawings showing the proposed Temporary Works to the Nodal Officer or his nominee, who is to approve them if they comply with the specifications and Drawings.

18.2 The Contractor shall be responsible for design of Temporary Works.

18.3 The Nodal Officer or his nominee's approval shall not alter the Contractor's responsibility for design of the Temporary works.

18.4 **BLANK**

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent works are subject to prior approval by the Nodal Officer or his nominee before their use.

19. **Safety:**

19.1 The Contractor shall be responsible for the safety of all activities son the Site.

20- **Discoveries:**

20.1 Anything of historical or other interest or of significant value unexpectedly value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Nodal Officer or

his nominee of such discoveries and carry out the Nodal Officer or his nominee's instructions for dealing with them.

21- **Possession of the Site :**

21.1 The Employer shall give possession of all parts of the Site to the Contractor, free from encumbrances. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22- **Access to the Site :**

22.1 The Contractor shall allow the Nodal Officer or his nominee and any person authorized by Nodal Officer or his nominee access to the Site to any place where work in connection with Contract is being carried out or is intended to be carried out and to any place where material or plant are being manufactured, fabricated and or assembled for the works.

23- **Instructions :**

23.1. The Contractor shall carry out all instructions of the Nodal Officer or his nominee which with the applicable laws where the Site is located.

24. **Disputes :**

24.1. If the Contractor believes that a decision taken by the Nodal Officer or his nominee was outside the authority given to the Nodal Officer or his nominee by the Contract or the decision was wrongly taken the decision shall be referred to the Conciliator within 28 days the notification of the Nodal Officer or his nominee's decision.

25. Settlement of Disputes :

25.1. Any difference or dispute arising out of or in connection with this contract shall be decided by arbitrator. The Managing Director or his nominee shall be sole arbitrator and the arbitrator's decision shall be final and binding on both the parties. The supplier will have no objection to such nominee in his official capacity dealt with the matter at any stage.

25.2. The parties hereby agree that in the event of any dispute no cause of action shall arise in their favour to approach any courts unless they restored to any exhausted an remedy of arbitration envisaged above.

25.3. The parties also do hereby agree that the contract envisaged by these terms and conditions shall be deemed to has been entered into at Delhi and the counts at Delhi along will have jurisdiction to try the legal proceedings which may arise out of this contract.

B-TIME CONTROL

27- Program:

27.1 Within the time stated in the Contract Data the Contractor shall submit to the Nodal Officer or his nominee for approval a program showing the general methods arrangements, order and timing for all the activities in the Works along with monthly cash flow forecast.

27.2 An update of the program shall be program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

27.3 The Contractor shall submit to the Nodal Officer or his nominee. For approval an updated Program at intervals no longer than the period stated in the Contract Data if the Contractor does not submit an updated Program within this period, the Nodal Officer or his nominee 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 Program has been submitted.

27.4 The Nodal Officer or his nominee's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Nodal Officer or his nominee again at any time a revised Program is to show the effect of Variations and Compensation Events.

28- **Extension of the Intended Completion Date :**

28.1 The Nodal Officer or his nominee shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.

28.2 The Nodal Officer or his nominee shall decide whether and by how much extend the Intended Completion Date within 21 days of the Contractor asking the Nodal Officer or his nominee a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the Intended Completion Date.

29. **BLANK**

30- Delays Ordered by the Nodal Officer or his nominee :

30.1 The Nodal Officer or his nominee may instruct the Contractor to delay the start progress any activity within the Works.

31- **Management Meetings :**

31.1 Either the Nodal Officer or his nominee of the Contractor may require the other to attend management meeting. The business of a management meeting shall be to review the plan for remaining work and to deal with matters raised in accordance with the early warning procedure.

31.2 The Nodal Officer or his nominee shall record the business of management meetings and provide copies of his record to those attending the meeting and to the Employer the responsibility of the parties for actions to be taken is to be decided by the Nodal Officer or his nominee either at the management meeting or after the management meeting and stated writing to all who attended the meeting.

32. **Early Warning :**

32.1 The Contractor is to warn the Nodal Officer or his nominee at the earliest opportunity of special likely future events or circumstances that may adversely affect the quality of the work increased the Contract Price or delay the execution of works. The Nodal Officer or his nominee may require the contractor to provide an estimate of the expected effect of the event or circumstances on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.

32.2 The Contractor shall cooperate with the Nodal Officer or his nominee in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced anyone involved in the work and in carrying out any resulting instruction of the Nodal Officer or his nominee.

C – QUALITY CONTROL

33- Identify Defects :

33.1 The Nodal Officer or his nominee shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Nodal Officer or his nominee may instruct the Contractor to search for a Defect and to uncover and test any work that the Nodal Officer or his nominee considers may have a Defect.

34- **Tests** :

34.1 If the Nodal Officer or his nominee instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

35- **Correction of Defects :**

35.1 The Nodal Officer or his nominee shall give notice to the Contractor of any Defects before the end of the defects Liability Period, which begins at Completion and is defined in the Contract Data. The defects Liability period shall be extended for as long as Defects remain to be corrected.

35.2 Every time notice of a Defect is given the Contractor shall correct the notified Defect within the length of time specified by the Nodal Officer or his nominee's notice.

36- **Uncorrected Defects**:

36.1 If the Contractor has not corrected a Defect within the time specified in the Nodal Officer or his nominee's notice the Nodal Officer of his nominee will assess the cost of having the Defect corrected and the Contractor will pay this amount.

D – COST CONTROL

37- **Bill of Quantities :**

37.1 The Bill of Quantities shall contain items for the construction, supply installation, testing and commissioning work to be done by the Contractor.

37.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

38- **Changes in the Quantities :**

38.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities particular item by more than $\pm$ 25 percent provided the change exceeds $\pm$ 10% of initial Cost price, the Nodal Officer or his nominee shall adjust the rate(s), to allow for the change.

38.2 The Nodal Officer or his nominee shall not adjust rates from changes in quantities if there initial Contract Price is exceed by more than 15 percent except with the Prior approval Employer.

38.3 If requested by the Nodal Officer or his nominee where the quoted rate(s) of any item abnormally high, the Contractor shall provide the Nodal Officer or his nominee with a due cost breakdown of such rate in the Bill of Quantities.

39- **Variations :**

39.1 All variations shall be included updated Programs produced by the Contractor.

40- **Payments for Variations :**

40.1 Variation permitted shall not exceed ± 25% in quantity of each individual item, and ± the total contract price within 14 days of the date of instruction of executing varied extra work or substitution and before the commencement of such work, notice shall be either(a) by the contractor to the Employer of his intention to claim extra payment or a rate or price or (b) by the Employer to the contractor of his intention to vary rate or price.

40.2 For items not existing in the Bill of Quantities or substitution to items in the bill of Quantity rate payable should be determined by methods given below and in the order given below :

i) Rates and prices in Contract if applicable plus escalation as per contract.
ii) Rates and prices in the Schedule of Rates applicable to the Contract plus ruling percent.
iii) Market rates of materials and labor, hire charges of plant and machinery used --- for overheads and profits of contractor.

40.3 For items in the Bill of Quantities but where quantities have increased beyond the very limits, the rate payable for quantity in excess of the quantity in the Bill of Quantity permissible variation should be :

i) Rates and Prices in contract, if reasonable plus escalation, failing which (ii) below will apply
ii) Rates and Prices in the schedule of Rates applicable to the contract plus percentage.
iii) Market rates of material and labor, hire charges of plant and machinery used plus 10% for overheads and profits or contractor.

40.4 If there is delay in the Employer and the contractor coming to an agreement on the rate of an extra item, rates as proposed by the Employer shall be payable provisionally till such time as the rates are finally determined or till date -----mutually agreed)

40.5 If the Nodal Officer or his nominee decides that the urgency of varying the work prevent a quotation being given and considers not delaying the work, no quotation shall be given and the variation shall be treated as a Compensation Event.

41- **Cash flow forecasts :**

41.4 When the program is updated, the contractor is to provide the Nodal Officer or his nominee with an updated cash flow forecast.

42- **Payment Certificates :**

42.1 The Contractor shall submit to the Nodal Officer or his nominee monthly statement of the estimated value of the work completed less the cumulative amount certified previously.

42.2 The Nodal Officer or his nominee shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set fort in sub clause 51(3) of the Contract Data (Secured Advance).

42.3 The value of work executed shall be determined by the Nodal Officer or his nominee.

42.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of quantities completed.

42.3 The value of work executed shall include the valuation of variations and Compensation Events.

42.4. The Nodal Officer or his nominee may exclude any item certified in a previous certificate on reduce the proportion of any item previously certified in any certificate in the light of later information.

43. **Payment :**Payment of 90% shall be released through running bills & 10% of the bill amount shall be retained after adjusting performance security as brought out under 34.1 of instruction to bidders inSection-1. The 10% amount so retained will be refunded to the contractor after satisfactory completion of the work as per prevailing practice at the Farm. The Director to its sole discretion may ask from the Contractor if it is felt necessary bank guarantee in prescribed Performa to the 10% value of the work. For such items / works for a period of 15 months after supply or 12 months after installation which ever is earlie4r before releasing 10% value of the work. For satisfactory performance. However, the Director may also change the payment term in accordance to the instructions from Head Office for a particular work contract.

44. **Compensation Events :**

44.1 The following mutually agreed Compensation Event unless they are caused by the contractor would be applicable.

(a) The Employer does not give access to a part of the Site by the Site Possession stated in the Contract Data.

(b) The Employer modifies the schedule of other contractors in a way which affect them of the contractor under the contract.

(c) The Nodal Officer or his nominee orders a delay or does not issue drawings specific or instructions required for execution of works on time.

(d) The Nodal Officer or his nominee instructs the Contractor to uncover or to carry additional tests upon work which is then found to have no Defects.

(e) The Nodal Officer or his nominee unreasonably does not approve for a subcontract to be let.

(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports) from information available publicity and from a visual inspection of the site.

(g) The Nodal Officer or his nominee gives an instruction for dealing with an unforeseen condition caused by the Employer or additional work required for safety or other reasons.

(h) Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract that cause delay or extra cost to the Contractor.

(i) The advance payment is delayed

(j) The effect on the Contractor of any of the Employer's Risks.

(k) The Nodal Officer or his nominee unreasonably delays issuing a certificate of Completion.
(1) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

Whenever any compensation event occurs, the contractor will notify the Employer, within 14 days and provide a forecast cost of the compensation event.

44.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date the Contract Price shall be increased and / or the Intended Completion Date shall be extended. The Nodal Officer or his nominee shall decide whether any by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be executed.

44.3 As soon as information demonstrating the effect of each Compensation Event upon ;the Contractor's forecast cost has been provided lby the Contractor, it is to be assessed by the Nodal Officer or his nominee and the Contract Price shall be adjusted accordingly. If the contractor's forecast is deemed unreasonable the NODAL Officer or his nominee shall adjust the Contract Price based on Nodal Officer or his nominee's own forecast. The Nodal Officer or his nominee will assume that the Contractor will react competently and promptly to the event.

45- **Tax :**

45.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law.

46- **Currencies :**

46.1 All payments shall be made in Indian Rupees.

47- ~~**Price Adjustment**~~**: (NOT APPLICABLE)**

~~47.1 Contract price shall be adjusted for increase or decrease in rates and prices of labour, material fuels and lubricants in accordance with the following principles and procedures and as formula given in the contract data :~~

~~(a) The price adjustment shall apply for the work done from the start date given in the contract data upto end of the initial intended completion date or extensions granted by Nodal Officer or his nominee and shall not apply to the work carried beyond the stipulated time for reasons attributable to the contractor.~~

~~(b) The price adjustment shall be determined during each quarter from the mutually agreed from given in the contract data.~~

~~(c) Following expressions and meaning are assigned to the work done during each quarter.~~

R= total value of work done during the quarter. It would include the value of materials which secured advance has been granted. If any, during the quarter, less the value of materials in respect of which the secured advance has been recovered, if any during the quarter. It will exclude value for works executed under variations for which price adjustment will be worked separately based on the terms mutually agreed.

(d) For calculating escalation, base prices should be taken as on 28th day prior to submission of tender.

(e) The Contract document shall specify the suitable percentage of input for labour, materials like cement, steel, bitumen POL and other materials and equipment usage for the purposes calculating escalation.

47.2 BLANK (for special provisions left to the discretion of the owner)

47.3 To the extent that full compensation for any rise or fall in costs to the contractor is not cover by the provisions of this or other clauses in the contract. The unit rates and prices included the contract shall be deemed to include amount to cover the contingency of such other rise fall in costs.

47.4 **Subsequent Legislation :**

If after the date 28 (Twenty eight) prior to the date for submission of tenders for the contract there occur changes to any National or Statute Stature. Ordinance or Decree or other Law or any regulation or bye law of any local or other duly constituted authority or introduction of any such state statute, Ordinance, Decree, Law, regulation or bye law which causes additional or reduced cost to the contractor in execution of the contract. Such additional or reduced cost shall, after due consultation with the Employer and the contractor be determined by the National Officer or his nominee and shall be added to or deducted from the contract price and the Nodal Officer or his nominee shall notify the contractor accordingly with a copy to the Employers.

48- **Retention :**

48.1 The employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.

48.2 Retention Money shall be deducted at 6% from Running Bills subject to a max. of 5 percent of the contract price. Retention money shall be refunded after issue of No defects certificate. This amount can be substituted by on demand Bank Guarantee.

49- Liquidated Damages :

49.1 In case of delay in completion of the contract, liquidated damages shall be levied at the rate of ½ percent of the Contract price per week of delay, subject to a maximum of 10% of Contract Price.

49.2 If the Intended, Completion Date is extended after liquidated damages shave been recovered, the Nodal Officer or his nominee shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on

such recovered amount calculated from the date of recovery to the date of repayment at the rates specified in sub Clause 43.3.

50- **Bonus for Early completion: (NOT APPLICABLE)**

51- Advance payment :

The Employer shall make the following advance payments.

51.1 Mobilization Advance shall be paid upto 10% of Contract price, payable in two equal installments. The first installment shall be paid after mobilization has started and next installment shall be paid after satisfactory utilization of earlier advance.

51.2 Construction / installation equipment Advance shall be paid upto 5% of Contract price, limited to 90% of assessed cost of machinery. For special cases, a higher advance for construction equipment upto 10% of contract price may be considered.

51.3 Mobilisation Advance and Construction Equipment Advance shall be paid at 12% interest on free of interest and against Bank Guarantee for Mobilisation Advance and against hypothecation of Construction Equipment to the Employer. Provision of interest free advance may be left to the discretion of the Employer.

51.4 Equipment advance shall be paid in two or more installments. First installment shall be paid after Construction Equipment has arrived at the site and next installment shall be paid after satisfactory utilization of earlier advance(s)

51.5 Recovery of Mobilization and Construction Equipment advance will start when 15% of the work is executed and recovery of total advance should be completed by the time 80% of the original Contract work is executed.

51.6 **Secured Advance:**

The Nodal Officer or his nominee shall make advance payment in respect of materials and plant brought to site for but not yet incorporated installed in the Works in accordance with conditions stipulated in the Contract Data.
75% of cost of materials and plant brought to site for incorporation into the works only shall be paid as Secured Advance. Materials which are perishable nature should be adequately insured.

52- Securities :

52.1 Security deposit shall consist of two parts.

a) Performance security to be submitted at award of the work.

b) Retention Money to be recovered from Running Bills.

52.2 The Performance Security 5% of the Contract amount shall be provided by the Contractor to the Employer not later than 28 days from the letter of acceptance and shall be issued in the said amount and on approved from and by a bank or surety acceptable to the Employer and denominate in Indian Rupees. The Performance Security shall be valid until a date 14 days from the day of expiry of taking over certificate. The Performance security be refunded within 14 days of taking over certificate with list of defects.

53. Blank **(**For providing special security conditions on the discretion of the owner)

54- **Cost of Repairs :**

54.1 Loss or damage to the works of Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction period shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E – FINISHING THE CONTRACT

55- **Completion:**

55.1 After completion of the work, the contractor will serve a written notice to the Nodal Officer or his nominee / Employer to this effect the Nodal Officer of his nominee / Employer to this effect. The Nodal Officer or his nominee / Employer upon receipt of this notice shall conduct a complete joint survey of the work within 7days and prepare a defects list jointly. The defects pointed out by the Nodal Officer or his nominee / Employer would be rectified by the contractor within 14 days and thereafter acceptance report shall be treated as 'Completion Certificate'

56- **Taking Over:**

56.1 The Employer shall take over the Site and the Works within seven days of the Nodal Officer or his nominee issuing a certificate of Completion.

57- **Final Account:**

57.1 The Contractor shall supply to the Nodal Officer or his nominee a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Nodal Officer or his nominee shall issued a Defects Liability Certificate and certify any final payment that is due to the Contractor within 60days of receiving the Contractor's account 000 it is correct and complete. If it is not the Nodal Officer or his nominee shall issue within 15 days a schedule that states the scope of the corrections or additions that are necessary for the correction and certify payment of 50% of the undisputed amount to the contractor if the Final Account is still unsatisfactory after it has been resubmitted the Nodal Officer or his nominee shall decide on the amount payable to the Contractor and issue a payment certificate within 60 days of receiving the Contractor's revised account.

58- **Operating and Maintenance Manuals :**

58.1 If "as built" Drawings and/or operating and maintenance manuals are required the Contractor shall supply them by the dates stated in the Contract Data.

58.2 If the Contractor does not supply the Drawings and or manuals by the dates stated in the Contract Data, or they do not receive the Nodal Officer or his nominee's approval, the Nodal Officer or his nominee shall withhold the amount stated in the Contract Data from payments due to the Contractor.

59- **Termination:**

59.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

59.2 Fundamental breaches of Contract include, but shall not be limited to the following.

(a) The Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Nodal Officer or his nominee.

(b) The Nodal Officer or his nominee instructs the Contractor to delay the progress of the works and the instruction is not withdrawn within 28 days.

(c) The Employer of the Contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.

(d) a payment certified by the Nodal Officer or his nominee is not paid by the Employer to the Contractor within 50 days of the date of the Nodal Officer or his nominee's certificate.

(e) the Nodal Officer or his nominee gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within la reasonable period of time determined by the Nodal Officer or his nominee.

(f) The Contractor does not maintain a security which is required.

(g) The Contractor has delayed the completion of works by the number days for which the maximum amount of liquidated damages can be paid as defined in the Contract data and.

(h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

(i) If the contractor has contravened clause l7.1 and clause 9.00

For the purpose of this paragraph "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice. Bidders (prior to or after bid submission), designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competitions".

59.3 When either party to the Contract gives notice of a breach of contract to the Nodal Officer or his nominee for a cause other than listed under Sub Clause 59.2 above, the Nodal Officer or his nominee shall decide whether the breach is fundamental or not.

59.4 Notwithstanding the above, the Employer may terminate the Contract for convenience subject to payment of compensation to the contractor including loss of profit on uncompleted works loss of profit shall be calculated on the same basis as adopted for calculation of extra / additional items.

59.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

60- **Payment upon Termination :**

60.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Nodal Officer or his nominee shall issue a certificate for the value of the work done less advance payments received upto the date of the issue of the certificate, less other recoveries due to terms of the contract less taxes due to be deducted a source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

60.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Nodal Officer or his nominee 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 loss of profit on uncompleted works less advance payment received upto the date of the certificate, less other recoveries due in terms of the contract land less taxes due to be deducted at source as per applicable law.

61- **Property :**

61.1 All materials on the Site, Plant, Equipment, Temporary Works and Works for which payment has been made to the contractor by the Employer, are deemed to be the property of the Employer, if the Contracts is terminated because of a Contractor's default.

62- **Release from Performance :**

62.1 If the Contract is frustrated by the outbreak of war or by other event entirely outside the control of either the Employer of the Contractor, the Nodal Officer or his nominee shall certify that the Contract has been frustrated. The Contractor shall leave the Site and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

63- **BLANK**

F – SPECIAL CONDITIONS OF CONTRACT

1- **LABOUR :**

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.

The Contractor shall, if required by the Nodal Officer or his nominee, deliver to the Nodal Officer or his nominee a return in detail, in such form and at such intervals as the Nodal Officer or his nominee 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 Nodal Officer of his nominee may require.

2- **COMPLIANCE WITH LABOUR REGULATIONS :**

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactment and rules made there under, regulations, notifications and bye laws of the State of 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 of Central Government or the local authority. Salient features of some of the major labour laws that are applicable to constructions industry are given below. 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 / bye/laws/Acts/ Rules/regulations including amendments. If any on the part of the Contractor the Nodal Officer or his nominee / Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer / Officer or his nominee 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.

SALIENT FEATURES OF SOME MAJOR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRACTIONS WORK

(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. (48)

(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 5 years service or more on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishment employing 10 or more employees.

(c) Employees P.F. and Miscellaneous Provision Act 1952 : The Act Provides for monthly contributions by the employer plus workers @ 12% / 8.33%.

(i) Pension to 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 workmen / employees in case of containment of 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 l20 or more contract labor.

(f) Minimum Wages Act 1948 : The Employer is supposed 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 are 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 l979 : The Act provides for payment of equal wages for 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 acts is applicable to all establishment employing 20 or more employees. The Act provides for payment of annual Bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs. 3500 per month or less. The bonus to be paid to employees getting Rs. 2500/- per month or above uptoRs. 3500/- per month shall be worked out by taking wages as Rs. 2500/- per month only. The Act does not apply to certain establishments. The newly setup establishments are exempted for five years in certain circumstances. Some of the State Government have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

(j) Industrial Disputes Act 1947 : The act lays down the machinery and procedure for resolution of Industrial disputes in what situations a strike of lock out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

(k) Industrial Employment's (Standing Orders) Act 1946 : It is applicable to all establishment employing 100 or more workmen (employment size reduced by some of the States and Central Govt. to 50). The provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get same certified by the designated Authority.

(l) Trade Unions Act 1926 : The Act lays down the procedure for registration of trade union of workmen and employers. The Trade Union 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 regulation of employment of Children in all other occupations and processes. Employment of Child Labor 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 employees 5 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 establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical and traveling expenses from home upon 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 10 or more workers are covered under this Act. All such establishment 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 at 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 10 persons or more with aid of power or 20 more persons without the aid of power engaged in manufacturing process.

SECTION – IV

CONTRACT DATA

Items marked "N/A do not apply in this contract.

The following documents are also part of the Contract Clause Reference

The Schedule of other contractors
The Schedule of Key personnel

The above insertions should correspond to the information provided in the invitation of Bids

The Employer is

Name : _____
Address : _____

Name of authorized Representative is _____

The Nodal Officer or his nominee is

Name : _____
Address : _____

Name of Authorized Representative is _____

The Conciliator appointed jointly by the Employer and Contr5actor is :

* Name : _____
* Address : _____
(*to be filled in after the Conciliator has been appointed)

The name and identification number of the Contract is

(insert name and number as indicated in the invitation for Bids (or Prequalification, if any)
_____

The works consist of _____
(brief summary including relationship to other contracts under the project)
The start date shall be _____

The Intended completion Date of the whole
Of the Works is _____ with the following milestones :

Physical works to be completed U	Period from the date of issue of Notice to proceed with the work
Milestone 1 i.e. _____	_____ months
Milestone 2 i.e. _____	_____ months

Milestone 3 i.e. _____ _____ months

- -

The following documents also form part of the Contract

_____
_____
_____

The Contractor shall submit a Program for the Works :
Within _____ days of delivery of the letter of Acceptance

The Site Possession Dates shall be

Section 1 : _____
Section 1 : _____
Section 1 : _____

The site is located at _____
And is defined in drawing nos. _____
_____

The Defects Liability period is _____days

The minimum insurance cover for physical property, injury and
Death is Rs. _____ (lakhs) per occurrence with the number of occurrences
Limited to four. After each occurrence, contractor will pay additional premium
Necessary to make insurance valid for four occurrences always.

The following events shall also be Compensation Events

1. The Employer terminates the contract for this convenience
2. _____
3. _____
4. _____

The period between programme updates shall be _____ days

The amount to be with held for late submission of an updated
Programme shall be Rs. _____

The language of the Contract documents is English
The law, which applies to the Contract, is the law of Union of India
The currency of the Contract Indian Rupees
Fees and types of reimbursable expenses to be paid to the Conciliator
_____
_____
Appointing Authority for the Conciliator @

@ (Such as ICA. Institution of Surveyors, Institution of Nodal Officer or his nominee CIDC, BAI etc)l
_____

The formula(e) for adjustment of prices are

R = Value of work as defined in Clauses 47.1 of Conditions of Contract.

~~Adjustment for labor component :~~

~~(i) Price adjustment for increase or decrease in the cost due to labor shall be paid in accordance with the following formula.~~

~~$V_L = 0.85 X P_1/100 x R X(L_1-L_0)/L_0$~~

~~V_L = increase or decrease in the cost of work during the quarter under consideration due to change in rates for local labor~~

~~L_0 = The average consumer price index for industrial workers for _____ center for the quarter proceeding 28 days prior to the date of opening of Bids as published by Bureau, Ministry of Labor. Government of India.~~

~~L_1 = The averaged consumer price index for industrial workers is _____ center for the under consideration as published by Labor Bureau, Ministry of Labor. Government of India.~~

~~P_1 = Percentage of labor component of the work.~~

~~Adjustment for Cement Component :~~

~~(ii) Price adjustment for increase or decrease in the cost of cement procured by the contractor shall be paid in accordance with the following formula.~~

~~Vc = $0.85 X Pc / 100 x Rx(C_i - C_0) / C_0$~~

~~Vc = Increase or decrease in the cost of work during the period under consideration due to change in the market rate for cement.~~

~~C_O = The market rate for cement on the day 28 days prior to the date of opening of Bids.~~

~~C_1 = The market rate for cement for the period under consideration~~

~~Pc = Percentage of cement component of the work.~~

~~Adjustment for Steel Component :~~

~~(iii) Price adjustment for increase or decrease in the cost of Steel procured by the contractor shall be paid in accordance with the following formula.~~

~~Vs = $0.85 x Ps / 100 x R x (S - S) / S_0$~~

~~Vc = Increase or decrease in the cost of work during the period under consideration due to change in the market rate for steel.~~

~~S_O = The market rate for steel (Bars and Rods) on the day 28 days prior~~

~~to the date of opening of Bids.~~

~~S_1 = The market price for steel (Bars and Rods) for the period under consideration~~

~~Pc = Percentage of steel component of the work.~~

~~Note : For the application of this cause, index of Bars and Rods has been chosen to represent steel group.~~

~~**Adjustment of Bitumen component:**~~

~~Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula.~~

~~$V_b=0.85xP_b/100xRx(B_1 - B_0) /Bo$~~

~~V_b= Increase or decrease in the cost of work during the quarter under consideration due to changes in the average official retail price for bitumen.~~

~~B_0 = The average official price of bitumen at the IOC depot at _____ on the day 28 days prior to date of opening of Bids.~~

~~B_1 = The average official retail price of bitumen at IOC depot at _____ for the 15th day of the middle calendar month of the quarter under consideration.~~

~~P_b = Percentage of bitumen component of the work.~~

Adjustment of POL (fuel and lubricant) component

~~V adjustment for increase or decrease in cost POL (fuel and lubricant) shall be paid in accordance with the following formula.~~

~~V_1 = $0.85 X P_1/100 X R X (F_1 - F_0)F_0$~~

~~V_1 = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for fuel lubricants.~~

~~F_0 = The average official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC at _____ on the day 28 days prior to the date of opening of Bids.~~

~~F_1 = The average official retail price of HSD at the existing consumer pumps of IOC at _____ for the 15th day of the middle calendar month of the quarter under consideration.~~

~~P_1 = Percentage of fuel and fuel and lubricant component of the work.~~

~~Note : For the application of this clause, the price of High Speed Diesel oil has been chosen to represent fuel and lubricants group.~~

Adjustment for plant and Machinery Spares component :

~~(III) Price adjustment for increase or decrease in the cost of plant and machinery spares procured by the Contractor shall be paid in accordance with the following formula.~~

~~V_p = $0.85 X P_p/100 X R X (P_1 - P_0)P_0$~~

~~V_p = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for plant and machinery spares.~~

~~P_0 = The All India average wholesale price index for heavy machinery and parts for the quarter preceding 28 days prior to the date of opening of Bids as published by the Ministry of Industrial Development. Government of India, New Delhi.~~

~~P_1 = The All India average wholes sale price index for heavy machinery and parts of the quarter under consideration as published by Ministry of Industrial Development, New Delhi.~~

~~P_1 = Percentage of plant and machinery spares component of the work.~~

~~Note : For the application of this clause, index of Heavy Machinery and Parts has been chosen to represent the plant and machinery Spares group~~

~~Adjustment local materials.~~

~~(IV) Price adjustment for increase or decrease in cost of local materials other than cement, steel bitumen and POL procured by the contractor shall be paid in accordance with the following formula.~~

~~V_m = $0.85 X P_m/100 X R X (M_1 - M_0)M_0$~~

~~V_m = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for local materials other than cement steel bitumen and POL.~~

~~M_O = The All India average wholesale price index (all commodities) for the quarter preceding 28 days prior to the date of opening of Bids as published by the Ministry of Industrial Development. Government of India, New Delhi.~~

~~M_1 = The All India average wholes sale price index (all commodities) of the quarter under consideration as published by Ministry of Industrial Development, New Delhi.~~

~~P_m = Percentage of local material component (other than cement, steel, bitumen and POL) of the work.~~

~~The following percentages will govern the price adjustment for the entire adjustment for the entire contract~~

~~1.~~	~~Labor~~	~~P_1~~	~~_____%~~
~~2.~~	~~Cement~~	~~P~~	~~_____%~~
~~3.~~	~~Steel~~	~~P_S~~	~~_____%~~
~~4.~~	~~Bitumen~~	~~P_0~~	~~_____%~~
~~5.~~	~~POL~~	~~P_1~~	~~_____%~~
~~6.~~	~~Plant & Machinery Spares~~	~~P_p~~	~~_____%~~
~~7.~~	~~Other materials~~	~~P_m~~	~~_____%~~

~~**Total : 100%**~~

~~The proportion of payments retained (retention money) shall be 6% from each bill Adjustment a maximum of 5% of the contract price.~~

The liquidated damages for the whole of the works are Rs. _____(amount)
Per day and that for the milestone are as under

For milestone 1 Rs. _____ per day

For milestone 2 Rs. _____ per day
For milestone 3 Rs. _____ per day

Maximum amount of liquidated damages for the whole of the works is
Percent of the contract price.

The amounts of the advance payments are

Nature of Advance	Amount (Rs.)	Conditions to be fulfilled
1. Mobilization	10% of the Contract price	On submission of the un-conditional Bank Guarantee.
2. Equipment (Plant and Machinery	90% for new 75% of depreciated value for old equipment Total amount will be subject to a maximum of 5%/10%/15% of the Contract Price. (**Choose one and delete others)*	After equipment is brought to site.
Secured Advance for non perishable materials brought to site.	85% of Invoice value or Market value-lower of the two	a) The materials are in accordance with the specification for works. b) Such materials have been delivered to site and are property stored and protected against damage or deterioration to the satisfaction of the Nodal Officer or his nominee. The contractor shall store the bulk material in measurable stacks. c) The Contractor records of the requirement, orders receipt and use of materials are kept in a form approved by the Nodal Officer of his nominee and such records shall be available for inspection by the Nodal Officer or his nominee. d) The contractor has submitted with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Nodal Officer or his nominee for the purpose of valuation of the materials and providing evidence of ownership and payment thereof. e) Ownership of such materials shall be deemed to vest in the Employer for which the Contractor has submitted an Indemnity Bond in an acceptable format, and f) The quantity of materials are not excessive and shall be used within a reasonable time as determined by the Nodal Officer or his nominee.

(The advance payment will be paid to the Contractor not later than 15 days after fulfillment of the above conditions)

Repayment of advance payment for mobilization and equipment.

The advance loan shall be repaid with percentage deductions from the interim payment certified by the Nodal Officer or his nominee under the Contract. Deductions shall commence in the next Interim payment Certificate following that in which the total of all such payment to the Contractor has reached not less than 15 percent of the Contract price unit such time as the loan has been repaid always provided that the loan shall be completely repaid by the time 80% of the original contract work is executed.

Repayment of secured Advance

The advances shall be repaid from each succeeding monthly payment to the extent materials (for which advance was previously paid pursuant of Clause 51.6 to G.C.C. and 51(3) of Contract Data on prepage) have been incorporated into the Works.

The Securities shall be for the following minimum amounts equivalent as a

Percentage of the Contract Price

Performance Security for 5 percent of contract price.

The standard form of Performance Security acceptable to the Employer shall be unconditional Bank Guarantee of the type as presented in Section 8 of the Bidding Documents.

The date by which operating and maintenance manuals are required is within 28 days of Issue of certificate of completion of whole or section of the work as the case may be.

*The date by which "as built" drawings are required is within 28 days of issue of Certificate of completion of whole of section of the work as the case may be

The amount to be withheld for failing to supply "as built" drawings and / or operating and Maintenance manuals by the date required is Rs. _____

The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 5 percent.

* *Score out which is inapplicable.*

SECTION V

SPECIFICATIONS

(To be filled in by the Owner / contractor)

SECTION VI

DRAWING

(to be provided by the Owner / Contractor)

SECTION VII

BILL OF QUANTITIES

Sl. NO.	Description of item (with brief specification and reference to Book of specification)	Quantity	Unit	Rate (In figures) Rs.	Rate (In words) Rs.	Amount Rs.
1	2	3	4	5	6	7

Notes:

1- Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer ITB Clause 13.2 and GCC Clause 43.8)

2. Unit rates and prices shall be quoted by the bidder in Indian Rupee (ITB Clause 14.1)

3. Where there is a discrepancy between the rate in figures and words, the rates in words will govern (ITB Clause 27.1(a))_

4. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern (ITB Clause 27.1(b))

SECTION VIII

FORMS OF SECURITIES

Acceptable forms of securities are annexed Bidders should not complete the Performance and Advance Payment Security forms at this time. Only the successful Bidder will be required to provide Performance and Advance Payment Securities in accordance with one of the forms, or in a similar from acceptable to the Employer.

Annex 'A	Bid Security (Bank Guarantee)
Annex 'B'	Performance Bank Guarantee
Annex 'C'	**BLANK**
Annex 'D'	Bank Guarantee for Advance Payment.

BID SECURITY (BANK GUARANTEE)

WHEREAS_____(Name of Bidder)(hereinafter called "the Bidder") has submitted his bid dated _____ (date) for the construction of _____(name of Contract)(hereinafter called "the Bid")

KNOW ALL PEOPLE by these presents that We _____ (Name of bank) of _____ (name of country) having our registered office at _____(hereinafter called "the Bank") are bound unto _____ (name of Employer) (hereinafter called "the Employer") in the sum of _____ I for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20 _____

THE CONDITIONS of this obligations are

(1) If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid.

Or

(2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity.

(a.) fails or refuses to executed the Form of Agreement in accordance with the Instruction to Bidders, if required or

(b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders, or

(c)does not accept the correction of the **Bid Price pursuant to Clause 27.**

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date _____ days after the deadline for submission of Bids as such deadline is stated in the instructions of Bidders or as it may be extended by the Employer notice of which extension(s) to the Bank is hereby waived. Any demand in respect of his Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

(Signature name and address)

_____

1. The Bidder should inset the amount of the guarantee in words and figures denominated in Indian Rupees This figure should be the same as shown in Clause 16.1 of the Instructions to Bidder.

2. 28 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

Annexure-B

PERFORMANCE BANK GUARANTEE

To

_____ (Name of Employer)

_____(address of Employer)

WHEREAS _____ (name and address of Contractor) (hereinafter called "the Contractor") has undertaken, in pursuance of Contract _____ No. _____ dated _____ to execute _____ (name of Contract and brief description of Works)(hereinafter called "the Contract").

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

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, 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 Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed there-under or of any of the Contract documents which may be made between you and the Contractor 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 until 28 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

Annexure – D

BANK GUARANTEE FOR ADVANCE PAYMENT

To

____ (Name of Employer)

____(address of Employer)

____(name of Contractor)

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Sub-clause 51.1 ("Advance Payment") of the above mentioned Contract, ______________________________ (Name and address of Contractor) (hereinafter called "the Contractor") shall deposit with ________________________ (name of Employer) a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of ____________ (amount of guarantee) ___________________________(in words).

We, the________________________________ (bank of financial institution), as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely the payment to ______________________________ (name of Employer) on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding ____________________ (amount of guarantee) I ________________________ ____ (in words).

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed thereunder or of any of the Contract documents which may be made between ____ (name of Employer) and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until ____ (name of Employer) receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and seal __________________________

Name of Bank/Financial Institution _____________

Address __________________________________

Date _____________________________________

- -

1. An amount shall be inserted by the bank or financial institution representing the amount of the Advance payment, and denominated in Indian Rupees.

APPENDIX 1

TO GENERAL CONDITIONS OF CONTRACT

DISPUTES REVIEW BOARD AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____20 _____ Between _____("the Employer") and _____ ("the Contractor") and the Disputes Review Board ("the Board") consisting of One / three Board members, (1) _____ (2) _____

3_____

(Note : Delete whatever is not applicable)

WITNESSTH, that
WHEREAS, the Employer and the Contractor have contracted for the construction of the

_____

_____

(Project name)_____(the "Contract") and WHEREAS, the contract provides for the establishment and operation of the Board NOW THEREFORE, the parties hereto agree as follows :

1- The parties agree to the establishment and operation of the Board in accordance with this Board Agreement.

2- Except for providing the services requirement hereunder, the Board Members should not give any advice to either party or to the Nodal Officer or his nominee concerning conduct of the Works.

The Board Members :

(a) Shall have no financial interest in any party to the contract or the Nodal Officer or his nominee, of a financial interest in the contract, except for payment for services on the Board.

(b) Shall have had no previous employment by, or financial ties to, any party to the contract, or the Nodal Officer or his nominee, except for fee based consulting services on other projects, all of which must be disclosed prior to appointment to the Board.

(c) Shall have disclosed in writing to the parties prior to signature of this Agreement any and all recent or close professional or personal or personal relationships with any director, Officer, or employee of any party to the contract, or the Nodal Officer or his nominee, and any and all prior involvement in the project to which the contract relates :

(d) Shall not, while a Board Member, the employed whether as a consultant or otherwise be either party to the contract, or the Nodal Officer or his nominee, except as a Board Member.

(e) Shall not, while a Board Member, engage in discussion or make any agreement with any party to the contract or with the Nodal Officer or his nominee, regarding employment whether as a consultant or otherwise either after the contract is completed or after services as a Board Member is completed.

(f) Shall be and remain impartial and independent of the parties and shall disclose in writing to the Employer, the Contractor, the Nodal Officer or his nominee, and one another any fact or circumstances which might be such to cause either the Employer or the Contractor to question the continued existence of the impartiality and independence required of Board Members.

3- Except for its participation in the Board's activities as provided in the contract and in this Agreement non of the Employer, the Contractor, the Nodal Officer or his nominee, and one another any fact or circumstances which might be such to cause either the Employer or the Contractor to question the continued existence of the impartiality and independence required of Board Members.

4- **The contractor Shall**

a) furnish to each Board Members one copy of all documents which the Board may request including contract documents, progress reports, variation orders, and other documents, pertinent to the performance of the Contract.

b) In co-operation with the Employer, co-ordinate the Site visits of the Board, including conference facilities, and secretarial and copying services.

5- The Board shall serve through-out the operation of contract. It shall begin operation following execution of this Agreement, and shall terminate its activities after issuance of the taking over Certificate and the Board's issuance of its Recommendations on all disputes referred to it.

6- Board Member shall not assign or subcontract any of their work under this Agreement.

7- The Board members are independent and not employees or agents of either employee of the contractor.

8- The Board members are absolved of any personal or professional liability arising from the activities and the Recommendations of the Board.

9- Fees and expenses of the Board Member(s) shall be agreed to and shared equally by the Employer and the Contractor. If the Board requires special services, such as accounting, data research, and the like, both parties must agree and the costs shall be shared by them as mutually agreed.

10- **Board Site visits :**

a) The Board shall visit the Site and meet with representative of the Employer and the Contractor and the Nodal Officer or his nominee at regular intervals, at times of critical construction events, and at the written request of either party. The timing of Site failing agreement shall be fixed by the Board.

b) Site meetings shall consists of an informal discussion of the status of the construction of the works followed by an inspection of the works, both attended

by personnel from the Employer, the Contractor and the Nodal Officer or his nominee.

c) If requested by either party or the Board, the Employer will prepare minutes of the meetings and circulate them for comments of the parties and the Nodal Officer or his nominee.

11- Procedure for disputes referred to the Board :

a) If either party objects to any action or inaction of the other party or the Nodal Officer or his nominee, the objecting party may file a written Notice of Dispute to the other par`ty with a copy to the Nodal Officer or his nominee stating that it is given pursuant to Clause 65 and stating clearly and in detail the basis of the dispute.

b) The party receiving the Notice of Dispute will consider and respond in writing within 7 days after receipt.

c) This response shall be final and conclusive on the subject, unless a written appeal to the response if filled with the responding party within 7 days of receiving the response. Both parties are encouraged to pursue the matter further to attempt to settle the dispute. When it appears that the dispute can not be resolved without the assistance of the Board either party may refer the dispute to the Board by written Request for Recommendation to the Board, the other party and the Nodal Officer or his nominee stating that it is made pursuant to Clause 65.

d) The Request for recommendation shall state clearly and in full detail the specific issues of the dispute to the considered by the Board.

e) When a dispute is referred to the Board, and the Board is satisfied that the dispute requires the Board's assistance, the Board shall decide when to conduct a hearing on the dispute. The Board may request that written documentation and arguments from both parties be submitted to each Board Members before the hearing beings. The parties shall submit insofar as possible agreed statements of the relevant facts.

f) During the hearing, the Contractor, the Employer, and the Nodal Officer or his nominee shall each have ample opportunity to be heard and to offer evidence. The Board's Recommendations for resolution of the dispute will be given in writing to the Employer, the Contractor and the Nodal Officer or his nominee as soon as possible, and in any event not more than 28 days after the Board's final hearing on the dispute.

12- Conduct of Hearings:

a) Normally hearing will be conducted at the Site, but any location that would be more convenient and still provide all required facilities and access to necessary documentation may be utilized by the Board. Private sessions of the Board may be held at any location convenient to the Board.

b) The Employer, the Nodal Officer or his nominee and the Contractor shall have representatives at all hearings.

c) During the hearings, no Board Member shall express any opinion concerning the merit of any facet of the case.

d) After the hearing are concluded, the Board shall meet privately to formulate its Recommendations. All Board deliberations shall be conducted in private, with all individual views kept strictly confidential. The Board's Recommendations, together with an explanation of its reasoning shall be submitted in writing to both parties and to the Nodal Officer or his nominee. The Recommendations shall be based on the pertinent contract provisions, applicable laws and regulations, and the facts and circumstances involved in the dispute.

The Board shall make every effort to reach a unanimous Recommendation. If this proves impossible, the majority shall decide, and the dissenting member any prepare a written minority report for submission to both parties.

(Note : Delete if it is one member Board)

13. If during the contract period, the Employer and the Contractor are of the opinion that the Dispute Reviews Board is not performing its functions properly; the Employer and the Contractor may together disband the Disputes Review Board. In such an event, the disputes shall referred to Arbitration straightaway.

The Employer and the Contractor shall jointly sign a notice specifying that the Board shall stand disbanded with effect from the date specified in the notice. The notice shall be posted by a registered letter with AD or delivery of the letter even if he refuses to do so.

-9-

NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking)

CENTRAL STATE FARM, JETSAR

Rate are without cement

G. SCHEDULE FOR REPAIRING OF WATER COURESH					
S.NO	**PARTICULARS**	**QTY**	**UNIT**	**RATE**	**AMOUNT**
1	Earth work by mechanical means (Hydraulic excavation)/manual means in foundation trenches or drains (not exceeding 1.5 mtr.in width or 10 sqm onplan),including dressing of side & ramming of bottoms, lift upto 1.5 mtr.,including getting out the excavated soil & disposal of surplus excavated soil as directed, within a lead of 50 mtr. All kinds of soils. Code No. -2.8.1, (Page No. 72) DSR,CPWD2014.	500	CUM	157.5	78,750.00
2	Surface dressing of the ground including removing vegetation and inequalities not exceeding 15cm deep and disposal of rubbish lead up to 50mtr and lift upto 1.5mtr. C.N.2.28.1 P.N 75 DSR CPWD2014	2000	SQM	12.45	24,900.00
3	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in 1:6.	322	CUM	4333.5	1,395,387.00
4	Cement Plaster: 20mm cement Plaster of mix : 1:6 (1 cement : 6 course sand), Code No. 13.6.2 (Page No. 222) DSR, CPWD 2014.	4690	SQM	138.6	650,034.00
5	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead c.n 15.56 p.n 246 dsr 2014	1950	CQM	20.05	39,097.50
				TOTAL	**2,188,168.50**

Terms & Conditions

1 All the tools and plants will be arranged by the contractor.
2 All the risk of labour working at site will be covered by the contractor.
3 The work will be completed within 60 days from the date of work order issued.
4 Quantity may increase or decrease.
5 Cement will be provided by the general store of the farm.
6 Rates should be valid for one year.
7 Additional work may be awarded during the year as per the requirements.
8 For repair works strictly canal water is to be used at site.

Rate quoted by contractor.....% Above on G. schedule amount.

Rate quoted by contractor.....% Below on G. schedule amount.

Name and Signature of Contractor