

राष्ट्रीय बीज निगम लिमिटेड

NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)

REGIONAL OFFICE: BANGALORE

(CINNO: U74899DL1963 GOI 003913)

E-TENDER

FOR

Construction of Washroom 2*3 M at First Floor of Regional Office - Bangalore

TENDER SHOULD BE SUBMITTED

IN TWO BIDS SYSTEM THROUGH ONLINE

Date & time of publishing of e-tender	06.04.2024 at 16:00 Hrs
Date & time for submission of e-tender	06.04.2024 upto 14:00 Hrs
Opening of technical bid	27.04.2024 at 15:30 Hrs

Contact Details

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Website		www.indiaseeds.com
Tender Portal		https://indiaseeds.enivida.com

Regional Manager

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NOTICE INVITING E-TENDER

Dated:06.04.2024

NATIONAL SEEDS CORPORATION LTD. (NSC), REGIONAL OFFICE, BANGALORE -500017 (KARNATAKA) invites E- tender under **TWO BID SYSTEM** from reputed Contractors Registered in appropriate class with CPWD/PWD/Municipal Authorities/ Govt./Semi Govt./PSU Organization and having experience for successfully execution of at least three works of 40% value of the estimated cost of tender or two works of 50% value of the estimated cost of tender or one work of 80% value of the estimated cost of tender executed during the last seven years" of same nature work experience.

S. No.	Name of work	Estimated Cost, Rs.	EMD, Rs.	Cost of tender Documents	Period of completion
1.	Construction of Washroom 2x3 m at First Floor of Office.	135020.00	6750.00	590.00/- including GST	30days

1. Tender document will be available on NSC E-Portal: <https://indiaseeds.enivida.com> up to 27.04.2024, 15:00 Hrs.
2. Parties participating for Tender, EMD of **Rs.6750.00** (Rs. Six Thousand Seven Hundred Fifty Only) and tender Fee amount Rs. 590.00/- should be submitted online along with cost of tender document.
3. Financial Bid will be opened only after Scrutiny of Technical Bids of bidders on suitable date & time of those who qualified in Technical Bid criteria.
4. Tenderers should be submitted both in TECHNICAL BID AND FINANCIAL (PRICE) BID strictly as per instructions to tenderers given in **Part-A** of the tender documents.
5. Tender not accompanied with requisite amount of EMD & Tender cost and not submitted as per instructions contained in the tender document are **liable for rejection**.
6. Micro Small Enterprises (**MSEs**) registered with NSIC for the quoted item under single point registration scheme are exempted from payment of cost of tender document and EMD as well as entitle to avail the benefit of Public Procurement Policy for Micro and Small Enterprises (MSEs) 2012, according to the policy approved in the NSC subject to **furnish documentary proof in support of their claim** along with their request.
7. The successful bidder has to sign "An Agreement on Rs. 200/- Non-Judicial Stamp Paper" and deposit the security amount with NSC.
8. The Corporation reserves the right to accept or reject any/all tenders without assigning any

reason whatsoever and decision of the Corporation shall be final and binding on tenderer.

9. Quantities and number of above works may increase or decrease as per requirement of corporation.

PART - A

INSTRUCTIONS TO THE BIDDER'S

1. Bidders/Vendors/Suppliers/Contractors must get themselves registered on the portal for participating in the e-tenders published on <https://indiaseeds.enivida.com> by paying the charges of Rs. 2360/- (Inclusive taxes) per year.
2. Bidders must provide the details of PAN number, registration details etc as applicable and submit the related documents. The user id will be activated only after submission of complete details. The activation process will take minimum 24 working hour's enividahelpdesk@gmail.com
3. Bidders must have a valid email id and mobile number.
4. Bidders are required to obtain Class 3 Digital Certificates (Signing & Encryption) as per their company details.
5. Once bidder DSC is mapped with the user id, the same DSC must not be used for another user id on the same portal. However bidder can update the digital certificate to another user id after un-mapping it from the exiting user id.
6. Bidders now can login with the activated user Id & DSC for online tender submission process in this portal.
7. Bidders can upload required documents for the tender well in advance under My Documents and these documents can be attached to the tender during tender participation as per the tender requirements. This will save the bid submission duration/time period and reduce upload time of bid documents.
8. Bidders must go through the downloaded tender documents and prepare and upload bid documents as per the requirements of the department.
9. Once the bidders have selected the tenders they are interested in, Bidders will pay the processing fee Rs 550/- per tender (NOT REFUNDABLE) by net-banking / Debit / Credit card then Bidder may download the Bid documents etc. Once Bidders will pay both fee tenders status will be shown "form received". This would enable the e- tender Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.
10. Bidders are advised to read complete BoQ / SoQ / Price Bid / Financial Bid and Terms & Conditions before quoting rates in the bid document.
11. Any modification/replacement in BoQ / SoQ/ Price Bid / Financial bid template is not allowed. Bidders must quote only in predefined fields in the bid sheet and save the Bid-Sheet. After saving, the same bid sheet must be uploaded in the portal.
12. Bidders must pay required payments (Tender fee, EMD, Tender Processing Fee etc.,) as mentioned in the tender document, before submitting the bid.
13. Bidders are recommended to use PDF files for uploading the documents. Only price bid sheet will be in Excel format.
14. The bidders must ensure to get themselves registered on the portal at least ONE Week before the tender submission date and get trained on the online tender submission process. For tender submission and registration process bidders are advised to refer respective manuals on website. Tender inviting Authority/Department will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues like internet connectivity/PC speed/etc...
15. Offline Submission of bids/documents/rates by the bidders will not be accepted by the department, under any circumstance.
16. After final submission of the bid, a confirmation message and bid submission acknowledgement will be generated by the portal. The bid submission acknowledgement contains details of all documents submitted along with bid summary, token number, date & time of submission of the bid and other relevant details. Bidder can keep print of the bid submission acknowledgement.

17. If bidder is resubmitting the bid, bidder must confirm existence of all the required documents, financial bid and again submit the bid. Once submitted, the bid will be updated.
18. Submission of the bid means that the bid is saved online; but system does not confirm correctness of the bid. Correctness of the bid will be decided by tender inviting authority only.
19. The time displayed in the server is IST (GMT 5:30) and same will be considered for all the tendering activities. Bidders must consider the server time for submission of bids.
20. Bid documents being entered by the Bidders/Vendors/Contractors will be encrypted at the client end and the software uses PKI encryption techniques to ensure security/secrecy of the data. The submitted bid documents/data become readable only after tender opening by the authorized individual.

Technical Support	
Phone	9355030617 8448288980 011-49606060
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SECTION -II

GENERAL RULES AND GUIDANCE FOR INVITING E-TENDER

1. The tenders are being invited by Regional Manager, National Seeds Corporation, NSC, Bangalore.
2. The contractor should read the terms & conditions carefully before submitting tender.
3. The tenderer will be required to upload Certificate of registration of the firm, PAN, Income Tax Return, Audited Balance Sheet, Profit & Loss statement for the last 3 year and Registration No. of GST, PF, ESI Registration and work done certificates, etc. as per tender terms.
4. The contractor will have to give an undertaking that he will submit the proof of remittance of PF through challan at the time of bill payment. In case of non-furnishing of such proof, 4.7% (four point seven percent) of the value of the bill amount of work shall be withheld by NSC which can be released only after production of the required document.

If it is incumbent upon NSC to deposit withhold amount with EPF authorities, the same shall be deposited by NSC with EPF authorities. After deposition of the amount, NSC shall not refund this to the contractor even on production of EPF Challans.

5. NSC shall also recover labour Cess @ 1% from each RA bill and shall deposit with the Labour Board of the concerned state. In case the Labour Board is not established in the state, recovery made by NSC shall be retained under suspense and will be deposited with the Labor Board as & when established in the state.
6. GST or any other tax applicable on material in respect of this contract shall be payable by the contractor and no claim whatsoever in this respect will be entertained.
7. The rates quoted by the contractor are in -----% above and below against the estimated cost referred in Schedule of the tender will be taken as correct and not the amounts worked out by them.
8. Time allowed for carrying out the work will be 30 Days from the date of receipt of acceptance of work order. The acceptance of work order should be submitted within 2-3 days from the date of issuance of order.
9. The contractor should visit the site and shall satisfy himself to the conditions, the accessibility of site, the full extent and character of operation, the nature of the ground and supply conditions affecting lay out execution of the contract generally. No claim on the ground for want of knowledge in such respect will be entertained.
10. Change in the terms and condition, or schedule of completion shall not be accepted such conditional tenders shall be liable for rejection.
11. The rates shall be inclusive up to all heights, materials, labours, tools & plants and taxes etc. as

per site condition.

12. The security equivalent to 10% of contract value be collected and will 5 % remains as such for a period of defect liability from the date of completion of work. Defect liability period will be twelve months from the date of completion of work.
13. Defects arising during the defect liability guarantee period if any shall be rectified by the party free of cost with in fortnight as and when brought to the notice in writing or telephonically.
14. The contractor's responsibility for this contract shall commence from the date of issue of order of acceptance of tender.
15. Agreement: The successful tenderer shall, within 7 days of having been called upon by notice to do so, be bound to execute a formal agreement as per the format given in Section-III Part-A of the tender document. The terms & conditions contained in Section-I of Part-A of the tender document will be construe to be part of the agreement. Any variation in the terms & conditions as may be suggested by the tenderer and accepted by the Corporation will be specifically mentioned in the agreement. The cost of stamping for agreement should not be less than Rs.100/- which shall be borne by the successful tenderer.
16. Refund of Earnest Money:
 - A. Unsuccessful Tenderers
In case of unsuccessful tenderers who do not withdraw their offers before the receipt of final decision, the earnest money shall be returned without interest after the finalization of tenders.
 - B. Successful Tenderers
After the successful tenders have completed all formalities as stated, the earnest money deposit shall be refunded to him without any interest.

GENERAL TERMS & CONDITIONS OF THE CONTRACT

DEFINITIONS: -

1. The contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the National Seeds Corporation Ltd, and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer and all these documents taken together, shall be deemed to form the contract and shall be complementary to one another.

'Employer' means National Seeds Corporation Limited acting through its Chairman cum Managing Director including his authorized representative(s) who will employ the contractor and legal successor(s) in title and permitted assigns.

1. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assignees to them: -

a) The expression **'works'** or 'work' shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

b) The **'Site'** shall mean the land and/or other places on, into or through which work to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may allotted or used for the purpose of carrying out the contract.

c) The **'Contractor'** shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include the legal personal representative or such individual or the person composing such firm or company, or the successors of such firm or company and the permitted assignees or such individual, firm or company.

d) The "Corporation or NSC" means the **National Seeds Corporation Ltd.**

e) The **'Engineer'** means the Engineer and includes the project Manager/ In charge who shall service and be in charge of the work or any other designation authorized by the Employer for the purpose of operating the contract.

f) Where the context requires, words imparting the singular only also include the plural number and vice-versa.

g) **'Specification'** means the specification referred to in the tender and any modification there of or addition there to as may from time to time be furnished approved in writing by Engineer.

- h) 'District specification' means the specifications followed by the State Govt. in the area where the work is to be executed.
- i) "Approved" means approved in writings and 'approval' means approval in writing.
- j) Tendered value means the value of the entire work as stipulated in the letter of award.
- k) Market rate shall be the rate as decided by the Engineer on the basis of the cost of the materials and labor at the site where the work is to be executed plus the percentage mentioned in the schedule "F" to cover all overheads and profits.
- l) Schedule (S) referred to in these conditions shall mean the relevant scheduled(s) annexed to the tender papers or the standard schedule of Rates of the government mentioned in Schedule "F" hereunder, with the amendments thereto issued to the date of receipt of the tender.

2. The work to be carried out under the Contract shall-

The work to be carried out under the Contract shall except as otherwise provided in these conditions, include all labor, material, tool, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule-A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labors necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

3. SUFFICIENCY OF TENDER:

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of quantities, which rates and prices shall, except as otherwise provided, over all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

4. DESCRIPENCIES AND ADJUSTMENT OF ERRORS:

The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figure dimensions in preference to scale and the special conditions in preference to general conditions.

- (i) In case of discrepancy between the schedule of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed: -
 - a) Description of Schedule of Quantities.
 - b) Particular Specification and Special Condition as per manufacturer.
 - c) Drawings
 - d) C.P.W.D. specifications
 - e) Indian standard specification of B.I.S.
 - f) If there are varying or conflicting provisions made in any one document forming part of the contract, the Acceptance Authority shall be the deciding authority with regard to the intention of the

document and his decision shall be final and binding on the contractor.

g) Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

5. SIGNING OF CONTRACT:

The successful contractor, on acceptance of office tender by the accepting Authority shall, **within 7 days** from the stipulated date of issuing of work order, sign the contract consisting of:

- (I) The notice inviting tender, all the documents including drawings, if any forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading there to.
- (II) Various standard clause with corrections Up to the date stipulated in schedule "F" along with annexure there to.
 - (a) Model rules for the protection for the health, sanitary arrangements for workers employed by NSC or its contractors.
 - (b) Contractor's labor regulations rules as per Government rules.
 - (C) List of act and omissions for which fines can be imposed.

ITEM RATE TENDER

I/We hereby tender for the execution of the work for National Seeds Corporation, (A Govt. of India Undertaking) **Bangalore** specified in the underwritten memorandum within the time specified in such memorandum at the rates specified therein, and in accordance in all respect with the specifications, designs, drawings and instructions in written referred to rule of General Rule and Guidance and with such materials as are provided for by and in all respect in accordance with such conditions so far as applicable.

Memorandum

a) General description b) Estimated cost c) Earnest money e) Security deposit	 —→	AS PER NOTICE
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I/We have read and examined the Notices schedules, specifications applicable, general rules and directions, conditions, schedule of rates and other documents and rules referred to in the tender document for the work.

The validity of the tender is for **90 days** from the date of opening of tender.

We also undertake to furnish performance Bank guarantee/Demand Draft @ 5 % of accepted value of work within 15 days of letter issued in this regard. The **performance guarantee** shall be kept valid and will be refundable to us soon after the completion of work and recording of the completion certificate.

The security deposit will be collected through deductions from each bills **@ 5%** of work done till the sum along with earnest money deposited amount and Performance Guarantee to **5% % of value of contract** and that will be treated as security deposit.

The tender be accepted in whole or in part, I/We hereby agree (1) to abide by and fulfill all the terms & provisions of the said conditions annexed here to and all the terms and provision contained in the notice inviting tender so far as applicable, and or in default thereof to forfeit and pay to the Corporation or their successors, the sum of money mentioned in the said conditions.

I/We agree that the said Corporation or their successor in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said Performance Guarantee, otherwise said Performance Guarantee shall be retained for performance of contract onward for a period Up to two months from the date of completion of work. Earnest money shall be retained by them towards security deposit mentioned against clause(e).

(ii) to execute all the works referred to in the tender documents on the terms & conditions contained or referred to therein, and to carry out such deviations as may be ordered, up to a maximum of 100 % at the rates quoted in the tender documents and those in excess of that limit at the rates to be determined in accordance with the provisions mutually agreed.

Dated.....

Signature of Contractor

CLAUSES OF CONTRACT

CLAUSE- 1 PERFORMANCE GUARANTEE: -

- i. The contractor shall submit an irrevocable **Performance Guarantee of 5 %** (five percent) of the accepted amount in addition to other deposit mentioned elsewhere in the contract, for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in schedule "F" from the date of issue of letter of acceptance. This period can be further extended by the Engineer up to maximum period as specified in schedule "F" on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/- or deposited by Demand Draft/ pay order of any schedule bank (in case guarantee amount is less than 1,00,000/- only).
- a. This guarantee bond shall be in the form of Demand Draft or by means of Bank Guarantee as per proforma attached of the tender document. The Bank Guarantee shall be issued by and Schedule Bank in favour of **National Seeds Corporation**. The Bank Guarantee should be accompanied by a forwarding letter of the banker on their letter head.
- ii. The performance guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of performance guarantee extended to cover such enlarged time for completion of work. After recording of the completion of certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- iii. The Engineer shall not make a claim under the performance guarantee except for amounts to which the Corporation is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of: a. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the performance guarantee. b. Failure by the contractor to pay NSC any amount due, either as agreed by the contractor or determined under any of the Clauses/conditions of the agreement, within 30 days of the service of the notice to this effect by Engineer. iv. In the event of the contract being determined or rescinded under provision of any of the clause/condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Chairman-cum-Managing Director.

CLAUSE 1-A, RECOVERY OF SECURITY DEPOSIT

The person/persons whose tender(s) may be accepted (hereinafter called 'the Contractor') shall permit National Seeds Corporation (hereinafter called the employer) at the time of making any payment to him for work done under the contract to deduct at the **rate of 2.5 %** of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 10 %

of the tendered value of the work subject to maximum of Rs. 5,00,000/- (Rupees five lakhs only).

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or may become due to the contractor or any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or any part thereof the security deposit shall be collected from running bills of the contractor at the rates mentioned above and the Earnest money if deposited in cash at the time of tenders will be treated as part of the Security deposit.

Note - 1

Govt. papers tendered as security will be taken @ 5% (five percent) below its market price or at its face value, whichever is less. The market price of Govt. papers would be ascertained by the Engineer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Govt. paper, will be withheld, if necessary.

Note No.2

Govt. securities will include all form of securities mentioned in Rule No.274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

CLAUSE 2 LIQUIDATED DAMAGES FOR DELAY

If the contractor fails to comply with the time for completion in accordance with clause 5 or required progress for the whole of the work or if applicable any section within the relevant time prescribed and clear the site, in case of delay in completion of civil contracts, LD shall be levied from the contractor at the rate of 0.5% (half percent) of the contract price per week of delay, subject to a maximum of 10% (ten percent) of the contract price or the contractor shall pay to the employer an amount equal to 10% or such smaller amount, the employer may decide on the amount of estimated cost of the whole work as shown in the tender as compensation as liquidated damage for such default and not as a penalty (which sum shall be the only money due from the contractor for such default) for every day or part of the day which shall elapse between the relevant time for completion and the date stated in completion certificate of the whole of the works or the relevant section, subject to the applicable limit of 10% of the contract price. The employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any money due or to become due to the contractor. The payment of deduction of such damages shall not relieve the contractor from his obligation to complete the works, or from any other of his obligations and liabilities under the contract.

Reduction of liquidated damages shall be considered by the employer if, before the time of completion of the whole of the works, if applicable, any section, a taking over certificate has been issued for any part of the works or of a section, the liquidated damages for delay in completion of the remainder of the works

or of that section shall, for any period of delay after the date stated in such taking over certificate, and in the absence of alternative provisions in the contract be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

CLAUSE 3.1 SUSPENSION OF WORK

The contractor shall, on the instructions of the engineer suspend the progress of the works or any part thereof for such time and in such manner as the Engineer may consider necessary and shall during such suspension, properly protect and secure the works or such part thereof so far as is necessary in the opinion of the Engineer unless such suspension is;

- a) Otherwise provided for in the contract, or
- b) Necessary by reason of some default or of breach of contract by the contractor of which he is responsible, or Necessary by reason of climatic conditions on the site, or
- c) Necessary for the proper execution of the works or for the safety of the works or any part thereof (save to the extent that such necessity arises from any act or default by the Engineer or the Employer or from any of the risks defined in the sub clause 3.1) Sub clause-3.2 shall apply.

3.2 DETERMINATION FOLLOWING SUSPENSION:

Where pursuant to sub clause 3.1 the sub clause applies, the Engineer shall, after consultation with the Employer determine;

- a) Any extension of time to which the contractor is entitled under clause 5, and
- b) The amount which shall be added to the contract price, in respect of the cost incurred by the contractor by reason of such suspension and shall notify the contractor with a copy to the Employer.

CLAUSE: - 4 CONTRACTOR LIABLE TO PAY DAMAGES EVEN IF ACTION NOT TAKEN UNDER CLAUSE-3

In any case in which any of the powers conferred on the Engineer by the **clause 3** thereof shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for damages shall remain unaffected. In the event of the Engineer putting in force all or any of the powers vested in him under the preceding clause, he may if he so desired after giving a notice in writing to the contractor take possession of (or at the sole discretion of the Engineer which shall be final and binding on the contractor) use on as hire (the amount of the hire money being also in the final determination of the Engineer) all or any tools, plant material and stores in or on the works, or the site thereof, belonging to the contractor or procured by the contractor and intended to be used for execution of the work or any part thereof, paying or allowing for the same in account at the contract rates or in the case of these not being applicable, at current market

rate to be certified by the Engineer whose certificate thereof shall be final and binding on the contractor otherwise the Engineer by notice in writing may order the contractor, foreman or other authorized agent to remove such tools, plant materials or stores from the premises (within the time specified in the notice) and in event the contractor failing to comply with any such requisition, the Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer as to the expense of any such removal and amount of the proceed and expense of any such sale shall be final and conclusive against the contractor.

CLAUSE: 5 EXTENSION OF TIME FOR COMPLETION

1. In the event of:

- a) The amount or nature of extra or additional work or
- b) Exceptionally adverse climatic conditions, or
- c) Any delay, impediment or prevention by the Employer, or
- d) other special circumstances which may occur, other than through a default or breach of contract by the Contractor or for which he is responsible being such as fairly to entitle the Contractor to an extension of the Time for Completion of the works, or any section or part thereof, the Engineer shall determine the amount of such extension and shall notify the Contractor accordingly, with a copy to the Employer.

2. Contractor to provide notification and detailed particulars.

Provided that the Engineer is not bound to make any determination unless the Contractor has

- a) within 28 days after such event has first arisen notified the Engineer with a copy to the Employer, and
- b) within 28 days, or such other reasonable time as may be agreed by the Engineer, after such notification submitted to the Engineer detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time.

CLAUSE: 6 MEASUREMENTS OF WORK DONE

The quantities set out in the Bill of Quantities are the estimated quantities for the works, and they are not to be taken as the actual and correct quantities of the works to be executed by the Contractor in fulfillment of his obligation under the Contract.

The Engineer shall, except as otherwise stated ascertain and determine, by measurement the value of the works in accordance with Clause. The Engineer shall, when he requires any part of the works to be measured, give reasonable notice to the Contractor's authorized agent, who shall:

- a) forthwith attend or send a qualified representative to assist the Engineer in making such measurement and
- b) supply all particulars required by the Engineer. Should the Contractor not attend, or neglect or omit to send such representative, then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of such part of the works. For the purpose of measuring such permanent works as are to be measured by records and drawings, the Engineer shall prepare records

and drawings as the work proceeds and the Contractor, as and when called on to do so in writing, shall, within 14 days, attend to examine and agree such records and drawing with the Engineer and shall sign the same when so agreed. If the contractor does not attend to examine and agree such records and drawing, they shall be taken to be correct. If, after examination of such records and drawing, the contractor does not agree the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the Contractor within 14 days of such examination, lodges with the Engineer notice of the respect in which such records and drawing are claimed by him to be incorrect. On receipt of such notice, the Engineer shall review the records and drawings and either confirm or vary them.

The works shall be measured net, notwithstanding any general or local custom, except where otherwise provided for the Contract.

CLAUSE: 7.1 COMPLETION CERTIFICATE AND COMPLETION PLAN

Within **ten days** of the completion of the work, the contractor shall give notice of such completion to the Engineer and within thirty days of the receipt of such notice the Engineer shall inspect the work and if there is no defect in the work shall furnish the contractor with a certificate of physical completion otherwise a provisional certificate of completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued but no certificate of completion, provisional or otherwise shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangement required for his/their work people on the site in connection with the execution of the work as shall have been erected or constructed by the contractor(s) and cleaned of the dirt from all wood work, doors, windows, walls, floors or other part of any building, in on or about which the work is to be executed or of he may have had possession for the purpose of the execution thereof and not until the work shall have been measured by the Engineer/. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials, rubbish, all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work the Engineer may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc. and dispose off the same as he thinks fit and clean of such dirt as aforesaid, and the contractor shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

7.2 CONTRACTOR TO KEEP SITE CLEAN

The splashes and droppings from white washing, color washing, painting or etc. on walls, floors, doors, windows, etc. or other wastage shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all the other items of work in the contract. In case the

contractor fails to comply with the requirements of this clause, Engineer shall have the right to get this work done at the cost of the contractor either departmentally or through another agency. Before taking such action, the Engineer shall give two days' notice in writing to the contractor.

7.3 COMPLETION PLANS TO BE SUBMITTED BY CONTRACTOR

The contractor on completion of the work shall submit to the employer's three bound sets of all "As constructed" drawing for every component of the work at his own cost and plan as required vide General specifications for Electrical Works (Part-I Internal) 1972 & (Part-II External) 1974 as applicable within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs. 15,000/- (Rupees fifteen thousand only) as may be fixed by the Engineer shall be final and binding on the contractor.

CLAUSE: 8 PAYMENT OF BILLS

8.1 RUNNING BILLS

A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer for all works executed in the previous months and the Engineer shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim as far as admissible, adjusted as far as possible, before the expiry of Fifteen days from the presentation of the bill. Engineer's consent for release of running bill shall be linked with the satisfactory progress of the work.

8.2 FINAL BILL

The final bill shall be submitted by the contractor in the same manner as specified in running bills within one month from the date of the final certificate of completion furnished by the Engineer. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments off those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer, will, as far as possible be made within the period specified herein under, the period being reckoned from the date of receipt of the bill by the Engineer or his authorized Officer, complete with account of materials, issued by the Corporation and dismantled materials.

- i) If the Tendered value of work is Up to Rs. 5 lakhs: 3 months
- ii) If the Tendered value of work exceeds Rs. 5 lakhs: 6 months

Clause 9. DISMANTLED MATERIAL EMPLOYER'S PROPERTY

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for

a work etc. as Employer's property and such materials shall be disposed off to the best advantage of the Employer.

CLAUSE: 10 WORK TO BE EXECUTED ACCORDING TO SPECIFICATION ORDERS ETC.

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regard materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly fully and faithfully to the designs, drawings and instructions in writing in respect of the work signed by the Engineer and the contractor shall be furnished free of charge one copy of the such specifications, and of all such designs, drawings and instruction as are not included in the standard specification.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably responsibility for adequacy, suitability and safety of all the works and methods of construction.

CLAUSE: 11 VALUATION OF DEVIATIONS/VARIATIONS

The Engineer shall have power (1) to make any alternations in omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions, that may appear to him to be necessary during the progress of the work, and (2) to omit a part of the work in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the work in accordance with any instructions given to him in writing by the Engineer and such alterations omission, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work, shall be carried out the contractor on the same conditions in all respect including price on which he agreed to do the main work. The time for the completion of the work shall in the proportion that the altered, additional or substituted work bears to the original contract work on the request of the contractor and the decision of the Engineer shall be conclusive.

11.1 The rate for additional altered or substituted work referred to in clauses shall be worked out in accordance with the following provisions in their respective order: -

- i) If the rates for the additional, altered or substituted item of work is specified in the contract for the work, the contractor is bound to carry out additional, altered or substituted work at same rate as are specified in the contract for the work.
- ii) If the rates for the additional or substituted work includes any work for which no rate is specified in the contract for work and cannot be derived from similar class of work in the contract, then such work

shall be carried out as the rates appearing in KPWD Schedule of Rates 2023-24 for location of work or state PWD rates whichever is less in order of preference with correction slips min us/plus percentage which the total tendered amount compares to the estimated cost of the entire work put to tender.

iii) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub clause (i) to (iii) above, then the rates for such part/parts will be determined by the Engineer on the basis of the prevailing market rates when the work was done.

11.2 The Contractor shall send to the Engineer once every three months an Up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Employer may authorize consideration of such claims on merits.

11.3 Any operation incidental to or necessarily has to be in contemplation of tendered while filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

CLAUSE: 12 FOR CLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

If at any time after the commencement of the work the Employer shall for any reasons decide to abandon or reduce the scope of the works and hence not required, the whole or part of works to be carried out the Engineer shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosure of whole or part of the work.

The contractor shall be paid at contract rates full amount for the works executed at site and in addition, a reasonable amount on account of the items as mentioned here under,

i) the contractor shall be paid the charges on the cartage only of materials actually and bona fide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment curtailment of the work or any portion thereof and then taken back by the contractor, provided however, that the Engineer shall have in all such cases the option of taking over all or any such materials at their purchase price or at local current rates whichever may be less.

"In the case of such stores having been issued by the Employer and returned by the contractor to the Employer, credit shall be given to him by the Engineer at rates not exceeding those at which they were originally issued to him after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of the

Engineer shall be final and binding.

CLAUSE: 13.1 CANCELLATION OF CONTRACT IN FULL OR PART

If contractor:

- i) at any time makes default in proceeding with the work or any part of the work with the due diligence and continuous to do so after a notice in writing of 7 days from the Engineer.
- ii) commits default to complying with any of the terms & conditions of the contract and does not remedy, it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer.
- iii) fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer, or
- iv) shall enter into a contract with NSC in connecting with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Accepting Authority/Engineer, or
- v) shall obtain a contract with NSC as a result of wrong tendering or other non bona fide methods of competitive tendering; or
- vi) being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

On cancellation of the contract in full or in part, the Engineer shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by Employer.

Any excess expenditure incurred to be incurred by Employer in completing the works or part of the works or the excess loss or damages suffered or may be suffered by Employer as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Employer in law be recovered from any moneys due to the contractor on any account, and if such moneys are not sufficient the contractor shall be called on in writing and shall be liable to pay the same within 30 days.

If the contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer shall have the right to sell any or all of the contractor's unused materials, constructional plant, implements, temporary buildings etc.

13.2 WHEN CONTRACT CAN BE TERMINATED

Subject to other provisions contained in this clause the Engineer may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely terminate the contract in any of the following cases.

- i) If the contractor having been given by the Engineer a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer.
- iii) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms in conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer.
- iv) If the contractor commits any acts mentioned in Clause 21 hereof, when the contractor has made himself liable for action under any of the cases aforesaid the engineer on behalf of employer shall have powers.
- v) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Engineer shall be conclusive evidence) on such determination or rescission the full security deposit recoverable under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the NSC if any portion of the Security Deposit has not been paid or received it would be called for and forfeited.
- vi) After giving notice to the contractor to measure the work of the contractor and to take such whole, or the balance or part thereof as shall be un-executed of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work has been executed by him (of the amount of which excess the certificate in writing of the Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by NSC under his contract or on any other account whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be. If the expenses incurred by the Department are less than the amount payable to the contractor at his agreement rate, the difference shall not be paid to the contractor.

CLAUSE: 14 MEASUREMENTS OF WORK BEYOND REACH

If the contractor shall give, not less than seven days' notice in writing to the Engineer or his representative, before covering or otherwise placing beyond the reach of measurements, any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered or placed beyond the reach of measurement and shall not cover any work without the consent in writing of the Engineer or his Representative shall within the aforesaid period of seven days inspect the work, and if any work shall be covered or placed beyond the reach of measurement without such notice having been given or the Engineer consent being obtained the same shall be uncovered at the contractors expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

CLAUSE: 15 ACTION IN CASE WORK NOT DONE AS PER SPECIFICATION

All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer and his authorized representative and other senior officers related to Quality Control and of Chief Technical Examiner's office and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the visit of such officers have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer or his authorized representative at work or to the Chief Technical Examiner or his subordinate Officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the contractor shall, on demand in writing which shall be made within six months of the completion of the work from the Engineer specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charges and cost. In the event of the failing to do so within a period specified by the Engineer in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under Clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer may not accept the item of work at the rates applicable the item of work at the rates applicable under the contract but may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or

removed and re-executed at the risk and cost of the contractor. Decision of the Engineer to be conveyed in writing in respect of the same will be final and binding on the contractor.

CLAUSE: 16 CONTRACTOR LIABLE FOR DAMAGES, DEFECTS DURING MAINTENANCE PERIOD

If the contractor or his working people or servants shall break, deface, injure or destroy and part of building, in which they may be working, or any building, main or ancillary or other installation fixture etc. or any part of it is being executed or if any damage shall happen to the work while in progress, from any cause whatsoever or if any defect, shrinkage or other faults appear in the work within twelve months after a certificate final or otherwise of its completion shall have been given by the Engineer as aforesaid arising out of defective or improper materials or workmanship, the contractor shall on a receipt of a notice in writing on that behalf make the same good at his own expense, or in default the Engineer may cause the same to be made good by other workman and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor or from his security deposit, or the proceeds of sale thereof or of a sufficient portion thereof from the security deposit of the contractor.

CLAUSE: 17 CONTRACTOR TO SUPPLY TOOLS & PLANTS ETC.

The contractor shall provide at his own cost all materials (except such special materials if any, as may in accordance with the contract be supplied by Employer plant tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work. Whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of Engineer as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor, shall also sply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement for examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer at the expense of the contractor and the expense may be deducted, from any money due to the contractor, under the contract and/or from his security deposit thereof.

CLAUSE: 18.1 RECOVERY OF COMPENSATION PAID TO WORKMAN

In every case in which by virtue of the provisions of sub-section (i) of section 12 of the Workmen's Compensation Act, 1923, Government is obliged to pay compensation to a workman employed by the contractor the amount of the compensation so paid; and without prejudice to the rights of the Employer under Section 12, sub-section (ii) of the said Act. Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or

from any sum due by Employer to the contractor whether under this contract or otherwise. Employer shall not be bound to contest any claim made against it under Section 12, sub-section (i) of the Said Act, except on the written request of the contractor and on his giving to Employer full security for all costs for which Employer might become liable in consequence such claim.

CLAUSE: 18.2 ENSURING PAYMENT AND AMENITIES TO WORKERS IF CONTRACTOR FAILS

In every case in which by virtue of the provisions of the contract labour (Regulation and Abolition) Act 1970 and of the contract labour (Regulation and Abolition Central Rules 1971) Employer is obliged to pay any amounts of wages to a Workman employed by the contractor in execution of the works or to incur any expenditure providing welfare and health amenities required to be provided under the above said Act and the Rules under Clause 19 and sanitary arrangements for workers employed by Contractors. NSC will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the right of the Employer under, Section 20 Sub section (2) and Section 21 sub-section (4) of the contractor Labour (Regulation & Abolition Act 1970). Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the contractor whether under this agreement or otherwise. Employer shall not be bound to contest any claim made against section 20 sub section (1) & Section 21, sub-section (4) of the said Act, except on the written request of the contractor and on his giving to the Employer full security for all costs for which Employer might become liable in contesting such claim.

CLAUSE: 19 SETTLEMENT OF DISPUTES AND ARBITRATION

19.1 ENGINEERS' DECISION

If a dispute of any kind whatsoever arises between the Employer and the contractor in connection with, or arising out of, the contract or the execution of the works, whether during the execution of the works or after their completion and whether before or after repudiation or other termination of the contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this clause. No later than the eighty fourth day after the day on which he received such reference the Engineer shall give notice of his decision to the employer and the contractor. Such decision shall state that it is made pursuant to the Clause.

Unless the contract has already been repudiated or terminated, the contractor shall, in every case, continue to proceed with the works with all due diligence and the contractor and the employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided, in an amicable settlement or an arbitrator award.

If either the Employer or the contractor be dissatisfied with any decision of the Engineer or if the Engineer fails to give notice of his decision on or before the eighty fourth day after the day on which he

received the reference, then either the Employer or the contractor may, on or before the seventieth day after the day on which he received notice of such decision, on or before the seventieth day after the day on which the said period of 84 days expired, as the case may be given notice to the other party, with a copy for information to the Engineer, of his intention to commence arbitration, as herein after provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided as to such dispute and subject to Sub Clause

19.2 No arbitration in respect thereof may be commenced unless such notice is given.

If the Engineer has given notice of his decision as to a matter in dispute to the Employer and the Contractor and no notice of intention to commence arbitration as to such dispute has been given by either the Employer or the Contractor on or before the seventieth day after the day on which the parties received notice as to such decision from the Engineer, the said decision shall be come final and binding on the employer and the contractor. Request for arbitration by the contractor shall be entertained by the employer only after completion of work.

20.1 AMICABLE SETTLEMENT

Where notice of intention to commence arbitration as to a dispute has been given in accordance with Sub Clause 19.1 arbitration of such dispute shall not be commenced unless and attempt has first been made by the parties to settle such dispute amicably. Provided that, unless the parties otherwise agree, arbitration may be commenced on or after the fifty sixth day after the day on which notice of intention to commence arbitration of such dispute was given, whether or not any attempt at amicable settlement thereof has been made.

21. ARBITRATION: -

The arbitration on this tender shall be governed by the following conditions: -

21.1 Jurisdiction of subject: -

All the disputes/differences between the parties as may be arising out of the present tender documents and subsequent to the execution of the agreement between the parties including interpretation of the terms and agreement shall be subject to the **exclusive jurisdiction of Courts at New Delhi/Delhi only.**

21.2 Arbitration Clause:

In case any dispute arises between the NSC and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussions, then it shall be binding upon the parties to resolve issue under the provision of Arbitration and conciliation Act, 1996 as amended from time to time. Under this provision, the Chairman-Cum-Managing Director, National Seeds Corporation Limited with the concurrence of both the parties shall appoint sole arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve the dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall in English Language. The court of Delhi shall have the jurisdiction.

The Arbitrator shall have powers to enlarge time for making & publishing the Award with the consent of the parties. If the claims involved in a dispute are of more than Rs. one lakh, the Arbitrator shall make a speaking award as per provision of Arbitration & Conciliation Act 1996.

In case the contractor/supplier is a Public Sector Undertaking, the above clause shall not be applicable and in that event the following clause shall apply.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India, In charge of the Department of Public Enterprises. The Arbitration & Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal and Affairs, Ministry of Law and Justice, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the disputes will share equally the cost of arbitration as intimated by the Arbitrator.

21.3 Force Majeure Clause:

Due to failure of any of the parties in the performance of the Agreement on the happening of Civil disturbance, War, Act of God and other unforeseeable circumstances beyond the control of any of the parties, the party as default shall not be guilty, if that party serves on the other party, a notice of such circumstances and upon the end of the above situations, that party will again serve the notice on the other party about the removal of the above mentioned events. The notice shall be issued within 48 hours from the happening of the event.

CLAUSE: 22 EMPLOYMENT OF TECHNICAL STAFF AND EMPLOYEES

Contractors superintendence, supervision, technical staff and employees.

i. The contractor shall provide all necessary superintendence during execution of the work and as along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer the name, qualifications, experience, age, address and other particulars along with certificates, of the principal technical representative to be in charge of the work. Such qualifications and experience shall not be lower than specified in schedule 'f'. The Engineer shall within 15 days of receipt of such communication intimate in writing his approval or

otherwise of such a representative according to the provisions on the contractor in this respect. Such a principal technical representative shall be appointed by the contractor soon after receipt of the approval from Engineer and shall be available at site within fifteen days of start of work.

If the contractor (or any partner in case of firm/company) who himself has such qualifications, it will not be necessary for the said contractor to appoint such a principal technical representative but the contractor shall designate and appoint a responsible agent to represent him and to be present at the work whenever the contractor is not in a position to be so present. All the provisions applicable to the principal technical representative under the Clause will also be applicable in such a case to contractor or his responsible agent. The principal technical representative and/or the contractor shall on receiving reasonable notice from the Engineer or his designated representative(s) in charge of the work in writing or in person or otherwise, present himself to the Engineer and/or at the site of work, as required, to take instructions.

Instructions given to the principal technical representative or the responsible agent shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and/or the contractor or his responsible authorized agent shall be actually available at site during important stages of execution of work, recording of measurement of works and whenever so required by the Engineer, his designated representative in the site order book and shall affix his signature in token of noting down the instructions and in token of acceptance of measurements.

If the Engineer whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative or agent is effectively appointed or is effectively attending or fulfilling the provision of this clause, a recovery shall be effected from the contractor as specified in schedule 'f' and the decision of the Engineer as recorded in the site order book and measurement recorded in measurement book shall be final and binding on the contractor. Further, if the contractor fails to appoint a suitable technical representative or responsible agent and if such appointed persons are not effectively present or do not discharge their responsibilities satisfactorily, the Engineer shall have full powers to suspend the execution of the work until such date as a suitable agent is appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative/responsible agent along with every on account bill/fixed bill and shall produce evidence if at any time so required by the Engineer.

The contractor shall provide and employ on the site only such technical assistance as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer to be undesirable. Such person

shall not be employed again at works site without the written permission of the Engineer and the persons so removed shall be replaced as soon as possible by competent substituted.

CLAUSE: 23 Split of work:

The whole work, may be split between two or more contractors or accepted in part and not in entirely, if considered expedient.

CLAUSE: 24 LEVY/TAXES PAYABLE BY CONTRACTOR

- i) Sales tax or any other tax on material in respect of this contract shall be payable by contractor and Employer shall not entertain any claim whatsoever in this respect.
- ii) The contractor shall obtain necessary permit and have to deposit royalty for supply of the red bajri, stone, moorum etc. from local authorities, if required.
- iii) If pursuant to on under any law such notification or order any royalty, or the like becomes payable by the Employer by the contractor to the State Government. Local authorities in respect of any material used by the contractor in the works then in such a case. It shall be lawful to the Employer and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from the dues of the contractor.

CLAUSE: 25 PROGRESS REPORT

The contractor shall submit in quadruplicate a progressreport to the Engineer on every 15th day of work. The format of the report shall be decided in consultation with the Engineer, to meet the work schedule requirement.

CLAUSE: 26 BRIBES/COMMISSION

Any bribe/commission, gift or advantage given promised by or on behalf of the contractor or his partner, agent or servant or any one, on his or their behalf to any officer, servant, representative or agent of the Engineer or to any person on his behalf in relation to the obtaining or to the execution of this or any other contract with the Employer shall in addition to any criminal liability which he may incur, subject to the contractor to the cancellation of this and all other contracts with the Employer and also to the payment of any loss or damage resulting from any such cancellation. The Employer shall be entitled to deduct the amounts so payable from any money otherwise due to the contractor under this or any other contract Any Question or dispute as to the commission of any offense under the present Clause shall be settled in accordance with the law for the time being in force and applicable in India.

CLAUSE: 27 DRAWINGS AND PHOTOGRAPHS OF THE WORKS

The contractor shall not disclose of drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing. No photograph of the works or any part thereof or plant employed thereon shall be taken or permitted by the contractor to be taken by any of his employees or any employees of his sub-contractors without the prior approval of the Engineer in writing and no such photographs shall be published or otherwise circulated without the approval of the Engineer in writing.

SAFETY CODE

- i) Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra 'Mazdoor' shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical)
- ii) Safe means of access shall be provided to all working platform and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m (30 feet) in length while the width between side rails rung ladder shall in no case be less than 29 cm (11-1/2") for ladder Up to and including 3m (10 feet) in length. For longer ladders with width should be increased at least 1/4" for each additional 30cm (12") of length uniform step, spacing shall not exceeding 30cm (12"). Adequate precaution shall be taken to prevent danger from electrical equipment. No materials on any of the site of work shall be stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action proceedings to any such person or which may, with the consent of the contractor, be paid to compromise any claim by any such person.
- iii) Excavation & Trenching. All trenches, 1.2 m (4 feet) or more in depth, shall at all times be spliced with at least one ladder for each 30m (100 feet) in length or fraction thereof ladder shall extend from bottom of the trench to at least 90 cm (3 feet) above the surface of the ground. The side of the trenches which are 1.5 m (5 feet) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m (5 feet) of the edges of the trench or half of the depth of trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
- iv) Demolition: Before demolition work is commenced and also during the process of the work:
 - a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
 - c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
 - d) All necessary personal safety equipment as considered adequate by the Engineer should be kept

available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned: -

- e) In injurious to the eyes work shall be provided with protective goggles.
- f) Those engaged in welding works shall be provided with welder's protective eye shields.
- g) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- h) The contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever, an above the age of 18 years are employed on the work of lead painting, the following precautions should be taken:
 - a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.
 - c) Overalls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
 - d) An Additional clause (viii) (i) of NSC safety code in the contract shall not employ women and men below the age of 18 on the work of painting with product containing lead, in any form wherever men above the age of 18 are employed on the work of lead painting.
 - e) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signal to operator.
 - f) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except, for the purpose of testing.
 - g) In case of departmental machines, the safe working load shall be notified by the Elect/. Engineer. As regards contractor's machine the contractor shall notify the safe working load of the machine to the Engineer whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
 - h) Motors, gearing transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safe guard. Hoisting appliances should be provided with such means as shall reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers employed on electrical installations which are already energized insulating mats,

wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are the good conductors of electricity.

- i) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at near places of work.
- j) These safety provision should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety codes shall be named therein by the contractor.
- k) To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer, Engineer of the department or their representatives.
- l) Notwithstanding the above clauses from (10 to xiv) there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

CONTRACTOR LABOUR REGULATION SHORT TITLE

1. These regulations may be called the National Seeds Corporation Ltd., Contractor Labour Regulations.

2. DEFINITIONS: -

i) 'Workman' means any person employed by NSC or its contractor directly or indirectly through a sub-contractor with or without the knowledge of the National Seeds Corporation to do any skilled, semi-skilled or unskilled manual supervisory, technical or electrical work for hire or reward whether the terms of employment are expressed or implied but does not include any person:

a) Who is employed mainly in a managerial or administrative capacity: or

b) Who, being employed in a supervisory capacity drawn wages exceeding five hundred Rupees per month for exercised either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature.

c) Who is an out worker, that is to say a person to whom, any articles or materials are given out by or on behalf of the principal employer to be made, cleaned, washed, altered, ornamental finished, repaired, adopted or otherwise processed for sale for the purpose of the trade or business of the principal employer and the process is to be carried out either in the home of the out worker or in some other premises, not principalemplower.

ii) Fair Wages shall include every person who undertake whether for time or piece work fixed & notified under the provisions of the Minimum Wages Act from time to time.

iii) 'Contractors' shall include every person who undertake to produce a given result other than a more sply of goods or articles of manufacture through contract labour or who supplied contract labour for any work and includes asub-contractor.

iv) Wages' shall have the same meaning as defined in the payment of Wages Act.

3. a) Normally working hours of an adult employee should not exceed 9 hours a day & in case of child 4-1/2 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on one day.

b) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid overtime for the extra hours put in by him at double the ordinary rate of wages. Children shall not be made to work extrahours.

c) i) Every worker shall be given a weekly holiday normally on a Sunday in accordance with the provisions of the minimum wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.

ii) Where the Minimum wages prescribed by the National Seeds Corporation under the Minimum Wages Act are not inclusive of the Wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next proceeding day, provided he had worked under the same

contractor for a continuous period of not less than 6 days.

iii) Where a contractor is permitted by the Engineer to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

4. DISPLAY OF NOTICE REGARDING WAGES ETC.

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the work, notices in English and in the local Indian Languages spoken by the majority of the workers, giving the minimum rates of wages fixed under the Minimum Wages Act, the actual wages being paid, the hours of work for which such wages are earned, wage periods, date of payments of wages and other relevant information's as per Appendix 'A'.

5. PAYMENT OF WAGES

- i) The contractor shall fix wage period in respect of which wages shall be payable.
- ii) No wage period shall exceed one month.
- iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand, such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- v) All payments of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period; final payment shall be made within 48 hours of the last working day.
- vi) Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.
- vii) All wages shall be paid in current coin or currency or in both.
- viii) Wages shall be paid without any deductions of any kind except those specified by the National Seeds Corporation by general or special order in this behalf of permissible under the payment of wages Act, 1956.
- ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer under acknowledgment.
- x) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Engineer or any other authorized representative of the Engineer who will be required to be present at place and time of disbursement of wages by the contractor to workman.
- xi) The contractor shall obtain from the Engineer or any other authorized representative of the Engineer as the case may be, a certificate, under his signature at end of the entries in the "Register of Wages" or the

"Wages-cum-Muster Roll" as the case may be in the form.

6. LABOUR RECORDS

- i) The contractor shall maintain a "Register of persons Employed" on work on contract in Form XIII of the CL (R&A) Central Rules 1971 (Appendix - IV)
- ii) The contractor shall maintain a 'Muster Roll' Register in respect of all workmen employed by him on the work under contractor in Form XVI of the CL (R&A) Rules 1971 (Appendix - V).
- iii) The Contractor shall maintain a wage register in respect of all workmen employed by him on the work under Contract in Form XVII of the CL (R&A) Rules 1971 (Appendix V).
- iv) Register of Accidents: "The contractor shall maintain a register of accidents in such form as may be convenient at the work placed but the same shall include the following particulars".
 - a) Full particulars of the labourers who met with accident.
 - b) Rate of wages.
 - c) Sex.
 - d) Age.
 - e) Nature of accident and cause of accident.
 - f) Time and date of accident.
 - g) Date & time when admitted in Hospital.
 - h) Date of discharge from the Hospital.
 - i) Period of treatment and result of treatment.
 - j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
 - k) Claim required to be paid under Workmen's Compensation Act.
 - l) Date of payment of compensation.
 - m) Amount paid with details of the person to whom the same was paid.
 - n) Authority by whom the compensation was assessed.
 - o) Remarks.
- p) Register of Fines Contractor shall maintain a "Register of Fines" in the form XXII of C1 (R&A) Rules 1971 (Appendix - XII).
- v) The contractor shall display in a good condition and in a conspicuous place of work the approved list of Acts and Omissions for which fines can be imposed (Appendix - X).
- vi) Register of Deductions: The contractor shall maintain a Register of deductions for damage or loss in form XX of the CL (R&A) Rules 1971 (Appendix - XII)
- vii) Register of Advance: The contractor shall maintain a 'Register of Advances' in form XXII of the CL (R&A) Rules 1971 (Appendix XIII).
- viii) Register of overtime: The contractor shall maintain a Register of Overtime in Form XXXIII of the CL (R&A) Rules 1971 (Appendix XIV).

7. ATTENDANCE CARD-CUM-WAGE SLIP

- i) The contractor shall issue an attendance Card-cum-Wage slip to each workmen employed by him in the specimen form at (Appendix VII).
- ii) The card shall be valid for each wage period.
- iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before the actually starts work.
The card shall remain in possession of the worker during the wage period under reference.
- v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to

the disbursement of wages in respect of the wage period under reference.

vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

8. EMPLOYMENT CARD;

The contractor shall issue an Employment Card in Form XIV of the CL(R&A) Central Rules 1971 to each worker within three days of the employment of the worker (Appendix-VIII).

9. SERVICE CERTIFICATE:

On termination of employment for any reason whatsoever, the contractor shall issue to the workman whose services have been terminated, a service certificate in Form XV of the CL(R&A) Central Rules, 1971 (Appendix-IX).

10. PRESERVATION OF LABOUR RECORDS

All records required to be maintained under regulations Nos. 6 & 7 shall be preserved in original for a period of three years from the date of last entries made available for inspection by the Engineer or Labour Officer or any other officers authorized by the Department of works and Housing in this behalf.

11. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

The Labour Officer or any other person authorized by National Seeds Corporation on their behalf shall have power to make inquiries with a view to ascertaining and enforcing due and proper observance of the Fair Wage Clauses and the Provision of Regulations. He shall investigate into any complaint regarding the default made by the Contractor or sub-contractor in regard to such provisions.

The labour officer or other person authorized as fore said shall submit a report of result of his investigations or inquiry to the Engineer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under Clause of these regulations, actual payment to labourers will be made by the Engineer after the Engineer has given his decision on such appeal.

The Engineer shall arrange payments to the Labour concerned within 45 days from the receipt of the report from the Labour Officer or the Engineer as the case may be.

12. REPORT OF LABOUR OFFICER

The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Engineer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues to be paid to the labourers concerned. In case any appeal is made by the contractor under clause 13 of these regulations, actual payment to labourers will be made by the Engineer after the Engineer has given his decision on such appeal.

The Engineer shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the Engineer as the case may be.

13. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

Any person agreed by the decision and recommendation of the Labour Officer or other person so authorized may appeal such decision to the Engineer concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Engineer concerned but subject to such appeal, the decision of the Officer shall be final and binding on the contractor.

14. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

i) A workman shall be entitled to be represented in any investigation or an enquiry under these regulations by: -

- a) An Officer of a registered trade union or which he is a member.
- b) An Officer or a federation of trade unions referred to in clause (a) is affiliated.
- c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with, the industry in which the worker is employed.

ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by: -

- a) An Officer of an association of employers of which he is a member.
- b) An Officer of federation of associations of employers to which association referred to in clause (A) is affiliated.
- c) Where the employer is not a member of any association of employers by an officer of association of employer, connected with industry or by any other employer, engaged in the industry in which the employer is engaged.

iii) No party shall be entitled to be represented by a legal petitioner in any investigation or enquiry under these regulations.

15. INSPECTIONS OF BOOKS AND SLIPS

The contractor shall allow inspection of all the prescribed labour recorded to any of his workers to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorized by the National Seeds Corporation on his behalf.

16. SUBMISSION OF RETURNS

The contractor shall submit periodical returns as may be specified from time to time.

17. AMENDMENTS

The National Seeds Corporation may from time to time and to or amend the regulations and on any question as to the application, interpretation or effect of those regulations the decision of the Engineer concerned in this behalf shall be final.

LIST OF PROFORMA FOR REGISTERS (Appendix- I to XIII)

- 1. Register of workman employed by Contractor
- 2. Muster Roll
- 3. Register of wage
- 4. Wage Card & Wages slip
- 5. Register of advance.
- 6. Register of over time.

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

In accordance with rule 7(v) of the NSC Contractor's Labour Regulations to be displayed prominently at the site of work both in English & local language.

- 1) Willful insubordination or disobedience, whether alone or in combination with other.
- 2) Theft fraud or dishonesty in connection with the contractors beside a business or property of NSC.
- 3) Taking or giving bribes or any illegal gratification's.
- 4) Habitual late attendance.
- 5) Drunkenness, fighting, riotous or disorderly or indifferent behavior.
- 6) Habitual negligence.
- 7) Smoking near or around the area where combustible or other materials are locked
- 8) Habitual in-discipline.
- 9) Causing damage to work in the progress or to property of the NSC or of the contractor
- 10) Sleeping on duty
- 11) Malingering or slowing down work.
- 12) Giving of false information regarding name, age, father's name etc.
- 13) Habitual loss of wage cards supplied by the employers.
- 14) Unauthorized use of employer's property of manufacturing or making of unauthorized part at the work place.
- 15) Bad workmanship in construction and maintenance by skilled workers which is not approved by the department and for which the contractors are compelled to undertake rectifications.
- 16) Making false complaints and /or misleading statements.
- 17) Engaging on trade within the premises of the establishments.
- 18) Any unauthorized divulgence of business affairs of the employees
- 19) Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
- 20) Holding meeting inside the premises without prior sanction of the employer.
- 21) Threatening or intimidating any workman or employer during the working hours within the premises.

SPECIFICATIONS & CONDITIONS FOR MODIFICATION & DISMANTLING WORKS

(A) Dismantling

The term dismantling implies carefully separating the parts without damage and removing. This may consist of dismantling one or more parts of the building as specified or shown on the drawing.

(B) Demolition

The term Demolition implies breaching. This shall consist of demolishing whole or part of work including all relevant items as specified or shown on the drawing.

Precautions

1. All materials obtained from dismantling or demolition shall be the property of the Government unless otherwise specified and shall be kept in safe custody until they are handed over to the Engineer- in-charge before starting the work.
2. The demolition shall always be well planned before hand and shall generally be done in reverse order of the one in which the structure was constructed. The operations shall be got approved from the Engineer-in-charge before starting the work.
3. Due care shall be taken to maintain the safety measures prescribed in IS; 4130 and safety code of terms and conditions.
4. Necessary propping, shoring and or under pinning shall be provided to ensure the safety of the adjoining work or property before dismantling and demolishing is taken and the work shall be carried out in such a way that no damage is caused to the adjoining work or property. Wherever specified, temporary enclosures or partitions shall also be provided, as directed by the Engineer-in-Charge.
5. Necessary precautions shall be taken to keep down the dust nuisance to the minimum.
6. Dismantling shall be done in a systematic manner. All materials which are likely to be damaged by dropping from a height or by demolishing roofs, masonry etc. shall be carefully removed first. The dismantled articles shall be removed manually or otherwise, lowered to the ground (and not thrown) and then properly stacked as directed by the Engineer-in-Charge.
7. Where existing fixing is done by nails, screws, bolts, rivets, etc., dismantling shall be done by taking out the fixing with proper tools and not by tearing or ripping off.
8. Any serviceable material, obtained during dismantling or demolition, shall be separated out and stacked properly as directed by the by the Engineer-in-Charge.
9. All unserviceable materials rubbish etc. shall be disposed off as directed by the Engineer-in-Charge.

10. The contractor shall maintain/disconnect existing services, whether temporary or permanent.

Measurements

All work shall be measured net in the decimal system, as fixed in its place, subject to the following limits, unless otherwise stated hereinafter.

(a) Dimensions shall be measured correct to a cm.

(b) Areas shall be worked out in sqm correct to two places of decimal. (c) Cubical contents shall be worked out to the nearest 0.01 cum.

Parts of work required to be dismantled and those required to be demolished shall be measured separately.

Measurements of all work except hidden work shall be taken before demolition or dismantling and no allowance for increase in bulk shall be allowed. Specifications for deduction for voids, opening etc. shall be on the same basis as that adopted for new construction of the work.

Work executed in the following conditions shall be measured separately.

(a) Work in or under water and /or liquid mud.

(b) Work in or under foulpositions.

Rates: The rate shall include the cost of all labour involved and tools used in demolishing and dismantling including scaffolding. The rate shall also include the charges for separating out and stacking the serviceable material properly and disposing off unserviceable materials as directed by the by the Engineer-in-Charge.

The rate shall also include for temporary shoring for the safety of portions not required to be pulled down, or of adjoining properly, and providing temporary, enclosures or partitions, where considered necessary.

SCOPE OF WORK

SCOPE OF WORK: -

The scope of work inclusive the following work which is required to carried out at site: -

1. Cleaning of surface, removing of soil and waste material etc. and dumping away from the site.
2. Cleaning nearby site area and dumping away from the site.
3. Cleaning and removing the debris of demolished work and dumping away from the site.
4. Excavation of foundation up to a suitable depth and refilling the plinth pits after foundation.
5. PCC work in foundation.
6. RCC work in plinth and columns and slab.
7. Net and clean finishing of wall and slab.
8. Cleaning of site after completion of work.

The work is to be carried as per state KPWD specification and as per direction of Engineer Incharge.

(TO BE SUBMITTED TO NSC IN ONLINE MODE 'TECHNICAL BID')

FORM FOR TECHNICAL BID**To**The Regional Manager,
National Seeds Corporation Ltd.,
Bangalore**FROM**-----

Sir,

Profile of our Company is as under:

1.1. Constitution or legal status of Bidder (Attach Copy)

- (a) Place of registration: _____
- (b) Principal place of business: _____
- (c) Power of attorney of signatory of Bid.....

A. Work performed as prime contractor/ supplier on works of Construction of Building/ Infrastructure in the last three years (Bidder should have experience for successfully execution of at least three works of 40% value of the estimated cost of tender or two works of 50% value of the estimated cost of tender or one work of 80% value of the estimated cost of tender executed during the last seven years" of same nature work experience):

Year	Name & Address of Contract Person with his Mb.No.,	Description of work	Work Order No. & Date	Value (Rs. in lakhs)	Stipulated period of Completion	Actual date of Completion	Remarks explaining reasons for delay and work completed.
1	2	3	4	5	6	7	8

❖ Attach a copy of Work Orders and proof of Completion.

B. Information of Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going works:

Name of work	Place and State	Contract No. & Date	Name & Address of Contract	Value of Contract (Rs.)	Stipulated period of completion	Value of order yet to be completed	Anticipated date of Completion

1	2	3	4	5	6	7	8

*Attach sporting documents.

(B) Capabilities with respect to personnel, equipment and manufacturing facilities

1. Availability of infrastructure.

Name of the Building	Size (Sq. Mtr.)	Type of Structure
1	2	3

2. Availability of Equipment.

Item of Equipment	Available No. & Capacity	Owned/leased/ to be procured	Nos./Capacity	Age/Condition	Remarks(From whom to be purchased)
1	2	3	4	5	6

3. Availability of Personnel.

Type of Employee	No.	Qualification	Experience
1	2	3	4

C. Qualification and experience of key personnel proposed for administration and execution of the Contract.

Position	Name	Qualification	Years of Experience (general)	Years of experience in the proposed position.	Contact No.
1	2	3	4	5	6

4. Financial statement including Annual report: of last 3 years along with copies. Average annual Turnover in last three years should be submitted.

Financial year	Annual Turnover (Rs. in Lakh)	Annual Profit/ loss (Rs. in Lakh)	Remarks

5. Registration:

TIN/VAT No.	GST No.

6. Income tax Details: -

PAN	Returns for Last Two Years (attached)	
	Year	Copy

7. EMD:

Online	Date & Time	Amount

8. Particular of Banker:

Name and address of Banker	Type of Account	Account No.	IFS Code	MICR Code

9. MSME registration details(NSIC registered unit) along with a valid copy of NSIC Registration Certificate (Attach) :

Registration No.	Category of Firm General/ SC/ST	Validity Period	Registered Item/Items	Quantitative Capacity	Monetary Limit

10. Information on litigation history in which the Bidder is involved.

Other party(s)	Employer	Cause of dispute	Amount	Remarks involved showing present status
1	2	3	4	5

11. Department/Institution/Public Enterprises/Undertaking and no arbitration case is lying pending with this office as on date as per Performa attached in annexure A-1 (Copy Attached).

12. Authorization for Signing Bid (With Valid Ltr) (Attach).

I hereby certify that all the information mentioned above are true and in case any information is found to be incorrect, my bid may be treated as rejected by NSC management.

Thanking you,

Stamp of the Company

Signature:

Place: -

Date:-

Name of Authorized Signatory: -

Complete Postal Address:

Phone No.:

Mb. No. :-

DECLARATION CERTIFICATE

I /We_____ (Name, Designation and Address) hereby declaring that my/our firm/Company has not been neither black-listed nor de-barred from participation in tender by any of the Govt. Department/ Organization /PSUs /Institution etc., where I /We had supplied the goods/executed the work during the last..... years as well as no arbitration case pending in NSC.

Annexure-B-2

I/Wehave read and understood e-tender Terms & Conditions and I agree to abide by them. I hereby certified that all the information mentioned above & provided by me are true and in case of any information is found to be incorrect, my bid may be treated as rejected by NSC Management. Above information is true to our knowledge and belief.

Signature of Authorized
signatory

Name Designation

Name of the Firm/Company Full address _

stamp_____

Place:_____Dated: _

FORM OF AGREEMENT

ContractNo.....

Dated

This agreement is made on between National Seeds Corporation Limited, Regional Office, Bangalore who having its registered office at Beej Bhawan, Pusa complex, New Delhi-110012 as the **first part**, referred here after as corporation and M/S

, the party as these condpart, referred as contractor for at-----
-----.

Whereas the Corporation being desirous of having performing the provision of works mentioned above, enumerated or referred in Notice inviting Tender, General conditions of contract, specifications, Drawing and other documents constituting the tender and acceptance thereof, copy hereto annexed, all of which are designed in form of this contract and are included in the term 'CONTRACT' whenever here in used.

And whereas the Corporation accepted the tender of contractor for the provision and the execution of the said work on the terms and conditions as contained in the tender documents submitted by the contractor form in part of the contract.

Now this agreement witnessed and it is hereby agreed and declared as follows:

1 The consideration of the payment to be made to the contractor for the works to be executed by him the contractor hereby covenant with the corporation of contractor shall and will duly provide, execute and complete the said works in **30 days** as per the terms of the contract and maintain the same at his own cost during the maintenance period, "1 year from completion of work", thereafter, perform all other acts and things in the contract mentioned or described or which are to be implied there from or may be reasonable necessary for the completion of the said works and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.

2 In consideration of the due provision, execution and completion of the said works, the corporation does hereby agree to pay to the contractor for the works actually done by him at the rates quoted by the contractor against the bill of quantities forming part of the tender documents and accepted by the corporation or at Agreed Rates and such other sums are may become payable to the contractor under the provision of the contractor such payments to be made at such time and in such manner as provided for in the contract.

3 And in consideration of the above, the contractor does hereby agree to pay to the Corporation the sums as may be due to the corporation for the services, if any, rendered by the corporation to the contractor and such other sum or sums as may become payable to the corporation as per the terms and conditions of contractor, such payment to be made at such manner asit provided in the contract.

4 Notwithstanding the execution of this agreement at any place other than Delhi the parties expressly

agree that this Agreement shall be deemed to have been signed at Delhi and the courts at Delhi alone shall have jurisdiction in respect of this contract and dispute if any. The parties shall not take any proceedings in any other court having concurrent jurisdiction in the matter.

In witness where of the parties hereto have signed on the date respectively set under their signatures.

SIGNED AND DELIVERED FOR AND ON BEHALF OF AT

In the presence of: -

Witness 1_____.

2_____.

SIGNED AND DELIVERED FOR AND ON BEHALF OF AT

In the presence of:-

Witness 1_____

2_____.

PART - B

(IT IS TO BE SUBMITTED TO NSC IN ONLINE MODE 'PRICE BID')

To, Regional Manager,
National Seeds Corporation Ltd.,
Bangalore

Sir, We have examined the prescribed specification and read the Terms & Conditions of E- Tender No.-----
---, issued under File No -----Dated -----for Construction of Washroom at 1st
Floor of Regional Office – Bangalore .

Our rates to your specification, Terms & Conditions for below work are mentioned as under:

**G-Schedule for Construction of Washroom Facilities at 1st Floor of Regional
Office- Bangalore**

Sl No.	SOR 23-24	Description of Item	No	L	B	H/D	Quantity	Unit	Rate	Amount
1	6.14	6.14 Providing Half brick masonry with common burnt clay Non Modular bricks of class designation 3.5 in superstructure above plinth level up to floor 1 level cement mortar 1:3 (1 cement :3 coarse sand) including cost of all materials, labour, scaffolding and usage charges of machinery & other incidental charges complete as per the direction of engineer incharge of work. m2 1,060.00								
		Long Wall	2	3		3	18			
		Short Wall	1	2		3	6			
							24	sqm	1060	25440
2	2.1	2.1 Providing and laying in position Cement Concrete for levelling course for all works in foundation. The granite/trap/basalt crushed graded coarse aggregates and fine aggregates as per relevant IS Codes machine mixed, laid in layers not exceeding 150 mm thickness, well compacted using plate vibrators, including all lead & lifts, cost of all materials of quality, labour, Usage charges of machinery, curing, and all the other appurtenances required to complete the work as per technical specifications. 2.1.1 Mix 1:5:10 Using 40 mm nominal size graded crushed coarse aggregates m ³ 5338.00 2.1.2 Mix 1:4:8 Using 40 mm nominal size graded crushed coarse aggregates m ³ 5664.00								
		Flooring	1	2	3	0.15	0.9	cum	5664	5097.6
3	9.1	9.10 Providing and fixing 1st quality ceramic glazed floor tiles conforming to IS : 15622 (thickness to be specified by the manufacturer) of approved make in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge in skirting, risers of steps and dados over 12 mm thick bed of cement Mortar 1:3 (1 cement: 3 coarse sand) and jointing with grey cement slurry @ 3.3kg								

		per m2 including pointing in white cement mixed with pigment of matching shade complete. m2 1,106.00								
			1	2.3	3.3		7.59	sqm	1106	8394.54
4	10.14	10.14 Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS: 15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg/m2, including pointing in white cement mixed with pigment of matching shade complete. m2								
			1	10	1.5		15	sqm	1106	16590
5	8.1.1	8.1.1 Providing 12 mm cement plaster with cement mortar 1:4 (1 cement: 4 fine sand) to brick masonry including rounding off corners wherever required smooth rendering, providing and removing scaffolding, including cost of materials, labour, curing complete as per specifications and as per directions of Engineer-in-charge. m2 255.00								
		same as walls area					48	sqm	255	12240
6	14.2	14.2 Providing and fixing white vitreous china pedestal type water closet (European type W.C. pan) with seat and lid, 10 litre low level white P.V.C. flushing cistern, including flush pipe, with manually controlled device (handle lever), conforming to IS : 7231, with all fittings and fixtures complete, including cutting and making good the walls and floors wherever required : 14.2.1 W.C. pan with ISI marked white solid plastic seat and lid each 4,838.00								
							1	each	4838	4838
7	8.51	8.51 Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete as per specifications and as per directions of Engineer in charge. m2 100.00								
		same as walls area					48	sqm	100	4800
8	8.53.2	8.53.2 Wall painting with acrylic emulsion paint, having VOC (Volatile Organic Compound) content less than 50 g/L, of approved brand and manufacture, including applying additional coats wherever required, to achieve even shade and colour. Two coats as per specifications and as per directions of Engineer in charge. m2 99.00								
		same as walls area					48	sqm	99	4752

9	12.57	12.57 Providing and fixing flush door shutter made out of solid core block board type, well seasoned , chemically treated hard wood battens and internal frame with minimum 45 mm wide wooden frame around door shutters covered with cross bonded wooden sheets (core veneer) hot pressed and fastened on both sides of the door using liquid phenol formaldehyde resin as per IS specifications 2202 (part-I) 1991. from manufacturer complete as per specification. 12.57.1 -do- 30 mm thick Both side teak m2 4,043.00								
		For Toilet Door	1	1		2.1	2.1	sqm	4043	8490.3
10	14.7.2	14.7.2 White Vitreous China Wash basin size 630x450 mm with a single 15 mm C.P. brass pillar tap each 2,561.00								
			1	1			1	each	2561	2561
11	14.31	14.31 Providing and fixing 600x450 mm beveled edge mirror of superior glass (of approved quality) complete with 6 mm thick hard board ground fixed to wooden cleats with C.P. brass screws and washers complete. each 1,220.00								
			1			1	1	each	1220	1220
12	NS	Pipe & Fitting Work along with CPVC Pipes for taps, PVC Drainage Pipes for Drainage, Floor Trap, P trap etc. all work complete.								
			1			1	1	each	20000	20000
									Total	114423
									Add GST 18%	20596.2
									Total Estimated Value	135020

The rate shall include of all kind charges i.e. Taxes, duties, labour, material, equipment, transport(loading, unloading and lifting), Installation etc. The actual quantities of works may increase or decrease as per requirement of Corporation and actual quantity of work.

I/We here by tender for Grand Total of value. My/our rates ----- % (percent) above the rate.

I/We here by tender for Grand Total of Value. My/our rates ----- % (percent) below the rate.

We agree to the terms and conditions specified in the tender no It is certified that the price quoted is reasonable and not higher than the price usually charged for the same nature to the other work.

Name _____

Designation _____

Name of the Firm/Company _____

Full address _____

Place: _____

Dated: _____

Rubber stamp _____

Check list for Technical Evaluation of E-Tender

SN	Particulars	Remarks/ Yesor No
1	Tender fee as per NIT (Non- refundable):- Online mode only. NO DD or Cheque	
2	EMD as per tender, online mode only.	
3	Certificate of registration of the firm in appropriate Class	
a	Class -I Eligible up to tender value ₹ 15 crores	
b	Class -II Eligible up to tender value ₹ 3 crores	
c	Class -III, IV & V Eligible up to tender value ₹ 90, 40 &10 Lakhs respectively	
4	Partnership Deed if Partnership firm.	
5	Authorization for signing if it is limited company or partnership firm.	
6	An affidavit of ownership if proprietary firm/sole traders.	
7	PAN Number	
8	Income-tax Return for the current & two previous year	
a	ITR-2021-22 -Value	
b	ITR-2020-21 - Value	
c	ITR-2019-20 - Value	
d	Balance sheet and profit & loss account duly signed by Statutory Auditor of last 3 years	
9	Name and addresses of the Bank,	
a	Account No.,	
b	IFSC Code.	
10	Copy of registration for :-	
a	i) GST	
b	ii) PF,	
c	iii) ESI or Labour License	
11	Copy of Work Orders and proof of completion	
12	Performance / experience certificates for execution /completion of work of similar nature (civil construction /repair) during the last seven year.	
13	MSME with NSIC certificate with validity of time and item.	
14	Affidavit certificate that not black listed/Debarred and no arbitration case pending in this office.	
15	Duly filled Technical Bid along with supporting documents Annexure-A, A-1 & A-2	
16	Other document if any in support of the tender.	
17	Address of the contractor	
a	Contact No.	
b	E-mail ID	