

BRIDGE & ROOF CO (INDIA) LIMITED
A GOVERNMENT OF INDIA ENTERPRISE

Ref: BR/50982/NTPC-GADARWARA/NIT/GCW/PS/LC/07

Date : 15.02.2024

Dear Sirs,

SUB: NOTICE INVITING TENDER.

Enclosed please find a set of Tender Documents for the works mentioned here under: -

1. TENDER DOCUMENT

- 1.1 General Conditions of Contract in Annexure – A1 (22 Pages)
- 1.2 Special Conditions of Contract in Annexure – A2 (10 Pages)
- 1.3 Schedule of Quantities & Rates (SOQR) Price Part & Un-Price Part –A3(7 Pages each).
- 1.4 Format for No deviation certificate (1 Page)
- 1.5 Techno-Commercial Questionnaire Self Declaration for Litigation history, liquidated damages, disqualification, etc. (1 Page)

2. NAME OF WORK

General Civil works for construction of Balance Permanent store cum office building in connection with "Main Plant and Offsite Civil Works Package of M/s NTPC Gadarwara on labour contract package.

3. PLACE OF WORK

NTPC Gadarwara.,
Vill - Gangai,
Dist. Narsinghpur, Madhya Pradesh -.

4. OWNER OF THE PROJECT

M/s. National Thermal Power Corporation. (NTPC).

Cont...2...

Ref: BR/50982/NTPC-GADARWARA/NIT/GCW/PS/LC/07

Date : 15.02.2024 ::2::

6. COMPLIANCE TO BID DOCUMENT REQUIREMENT

We expect Bidder's compliance to the terms and conditions mentioned in this enquiry letter without any deviation.

The complete enquiry letter each page duly signed and stamped as a token of acceptance, should be returned by the bidder along with his offer.

Rates/amount must be filled in format for 'Schedule of Quantities & Rates (SOQR)' viz. Annexure-A3 to this Tender Document. In case of discrepancy between quoted Rates and Amount, Rates Quoted shall prevail upon Amount.

7. SUBMISSION OF QUOTATION

7.1 The Sealed Tender is to be submitted in the manner specified below in a **Sealed Cover and superscribed with Tender Reference, Due date etc. marked for attention of The DGM (Gadarwara.** Postal delays or any such excuses will not be entertained.

7.2 One copy of the Tender Enquiry Document is to be submitted along with the Tender (Techno Commercial Part) with each page stamped and signed on behalf of the bidder, as a token of acceptance.

7.3 Modality of submission of tender :**7.3.1 Cover – I (Techno Commercial Part-I)**

i) **Technical and Commercial Part** of the Tender along with all Tender Documents [including unpriced SOQR (Annexure-A3) duly filled in relevant columns except rates)], stamped and signed along with all documents (details given below) & superscribed as **"Techno-Commercial Part (Part-I)"** as a token of unequivocal acceptance. Part-I shall also include the following:

A) Experience Criteria

The applicant should have executed value of any type of Civil works or similar nature of work the applicant should have executed the value as stated below during last 7 years ending last day of month previous to the one in which tender is invited.

1. One similar work of minimum value of Rs.31.20 lakhs. OR
2. Two similar works of minimum value of Rs.19.50 lakhs. OR
3. Three similar works of minimum value of Rs 15.60 lakhs.

Note: "Similar Works means execution of General civil works in any type of projects during last 7(Seven) years ending on the Last date of submission of Tender In above same project or any other project.

In case the Bidder is executing a Project, then Client / Owner has issued Completion Certificate in respect of a part of work, (more than 90% of the value of work has been completed) which meets the eligibility criteria, the same shall be considered while evaluating the Technical Bid.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of **7% per annum**; calculated from the date of completion to last date of submission of tender.

In case the work experience is of Private Sector, the completion certificate shall be supported with copies of letter of award and copies of corresponding TDS Certificates along with the copy of relevant certified invoice. Value of work will be considered equivalent to the amount of TDS Certificates duly Notarized.

Ref: BR/50982/NTPC-GADARWARA/NIT/GCW/PS/LC/07

Date : 15.02.2024 ::3::

- B.** The Bidder should have PAN, P.F & GST Registration with the concerned Dept.
Note: Bidder should submit the copy of last filed Monthly / Quarterly GSTR-3B return as GST clearance Certificate along with GST Registration Certificate with offer / bid failing which their offer will not be considered for further evaluation.
Moreover, contractors having registration in other state (except Madhya Pradesh) shall raise their Tax Invoice by charging IGST only. Otherwise their price shall be evaluated by loading GST amount as applicable rate specified by bidder(s).]
- C. Direct or Indirect Joint Venture(s) / Consortium / Special Purpose Vehicle (SPV) / Special Purpose Entity (SPE) are not permitted to participate.**
- B) Documents to be submitted**
- (i) Copy of Completion Certificate along with corresponding LOI/WO or any other documents substantiating the above nature as well as Executed value of work and completion date.
 - (ii) Photocopy of PAN Card issued by Income Tax Authority.
 - (iii) Photocopy of GST Registration & GSTR- 3B
Bidder should submit the copy of Latest filed Monthly/Quarterly GSTR-3B return as GST Clearance Certificate along with GST Registration Certificate with bid document failing which their offer shall not be considered for further evaluation.
All suppliers/Contractors having registration in other states except Madhya Pradesh State shall raise their Tax Invoice by charging IGST only. Otherwise their price shall be evaluated by loading GST amount as applicable Rate specified by Bidder(s)
 - (iv) Photocopy of P.F. Registration Certificate (If not registered with the Concerned Department, then the Bidder should give a declaration in their Letter Head along with Techno Commercial part of their offer towards submission of the same within one month of award of work and before releasing any payment in their favour)
 - (v) Information on litigation history, liquidated damages, disqualification, etc. in **Tenderer's Letter Head.**
Bidder(s) who had a record of Court Case / Litigation History with B&R / our Client against previous Tender / Contracts shall not be considered for these Tenders.
 - (vi) Authorization Letter in Tenderer's **Letter Head** on behalf of the person who has signed the bid.
 - (vii) The successful Tenderer shall accept the LOI within 7(Seven) days from receipt of the same, failing which the award of work may be liable to be cancelled.

- (viii) If any tenderer withdraws or make any changes in his offer already submitted before the expiry of the above validity period or any extension thereof without the written consent of the company, their offer is liable to be rejected
- (xi) B&R reserves the right to cancel the job in case of the successful tenderer-
Does not commence the work within the period as per LOI/Contract. In case the LOI/Contract is silent in this regard then within 07 days after award of LOI/contract. If the contractor, without reasonable cause or valid reasons, commits default in commencing the execution of the work within aforesaid time limit, B&R shall without prejudice to any other right or remedy, be at liberty, to give 10 days' notice in writing to the contractor to commence the work and to revoke /rescind the letter to intent.

7.3.2 **COVER-II**

The price part i.e. the Second Part shall be superscribed as "**Price Part (Part-II)**".

- a) This Part shall contain the Price Part along with the covering Letter only.
- b) No stipulation, deviation, terms and condition, basis etc. shall be stipulated in price part of the Bid. Any condition, if stipulated, may render the bid liable for rejection.

The above 2 Covers shall be individually marked as Part-I & Part-II. The master cover, containing above 2 (two) covers separately sealed and marked, shall be sealed and super scribed with the Tender Reference, Due date and the note "TENDER DO NOT OPEN BEFORE DUE DATE" and marked for attention of The Deputy General Manager.

8. The offer shall be submitted to the following address :

DGM (Gadrawara)
Bridge & Roof Co. (I) Ltd.,
House No- 361, C/o Gopal Prasad Gupta,
Bhama ward, Krishna Nagar Colony,
Gadarwara .,
Dist. Narsinghpur, Madhya Pradesh -487551 **Cell No- 7694001620/8223859191.**
e-mail id –sekhar.kundu@bridgeroof.co.in

9. **Due Date of Submission of Bid**

Due date of submission of sealed tender is 29.02.2024 upto 15.00 Hours.

10. Tenderer's offer should be kept valid for acceptance for a period of 90 days from the last date of submission of the tender or such extended period as the tenders may agree as per company's request.

11. Tenderers cannot withdraw or make any changes in their offer already submitted before the expiry of the above validity date or take any extension thereof without the written consent of the company.

12. Notwithstanding anything contained in the NIT and TD we reserve the absolute right to

- (i) Reject or accept or cancel any or all Tenders received against this NIT, (ii) Split and divide the total quantity shown in SOQR for awarding the tendered work among more than one tenderer as per our own convince (iii) Cancel the NIT and (iv) Issue Notice

Ref: BR/50982/NTPC-GADARWARA/NIT/GCW/PS/LC/07

Date : 15.02.2024

::5::

Inviting fresh Tenders at our sole discretion without assigning any reasons whatsoever thereof and our decision in this regard shall be final and binding upon you and no correspondences / communications in this regard shall be entertained by us.

Yours faithfully,
For BRIDGE & ROOF CO. (INDIA) LTD.,

(Sekhar Kundu)
Deputy General Manager

Enclosed:

- 1.1 General Conditions of Contract in Annexure – A1 (22 Pages)
- 1.2 Special Conditions of Contract in Annexure – A2 (10 Pages)
- 1.3 Schedule of Quantities & Rates (SOQR) Price Part & Un-Price Part –A3(7 Pages each).
- 1.4 Format for No deviation certificate (1 Page)
- 1.5 Techno-Commercial Questionnaire Self Declaration for Litigation history, liquidated damages, disqualification, etc. (1 Page)

GENERAL CONDITIONS OF CONTRACT

ANNEXURE – A1

Ref: BR/50982/NTPC-GADARWARA/NIT/GCW/PS/LC/07

Date : 15.02.2024

GENERAL CONDITIONS OF CONTRACT**DEFINITION OF TERMS**

The various terms appearing in the Tender Document shall have the following meaning unless they are repugnant to the context otherwise:

- a) OWNER : M/s. National Thermal Power Corporation.
(M/s. NTPC)
- c) COMPANY : Bridge & Roof Co. (I) Limited having its Registered Office at
"Kankaria Centre",
5th Floor, 2/1, Russel Street,
Kolkata-700071.
- d) BIDDER/TENDERER : The firm/party who shall tender quotation to the company.
- e) **LABOUR-CONTRACTOR** : The Bidder whose quoted offer will be accepted, either in full or in part, by the Company.
- f) WORK(s) : Jobs that are to be executed by the contractor as awarded to him by the Company.
- g) WORK ORDER/ CONTRACT : The Formal letter/notification issued to the contractor awarding the work(s) in full or in part by the Company together with the applicable terms and conditions etc. as are finally and mutually agreed to between the Company and the contractor.
- h) SITE/WORK SITE : The premises where the work will be executed by the contractor and shall include the lands, buildings, structures etc. erected thereupon.
- h) ENGINEER-IN-CHARGE : The officer/Engineer nominated and authorized by the company for the time being for the purpose of operating the contract or any work covered thereunder.
- i) ACCEPTING AUTHORITY : CHAIRMAN AND MANAGING DIRECTOR of the company.

1.0 SCOPE OF WORK**1.1 DETAILED SCOPE OF WORK**

The scope of in general includes scope of work specified in various technical specifications provided in Technical section and schedule of rates enclosed in the bidding document. Further, it includes any other work not specifically mentioned but required to complete the work as per specifications, drawings and instructions of Engineers-in-charge.

- > Scope of work shall be read in conjunction with item description of schedule of Quantities & rates and labour-contractor's scope shall include all activities of work specified in the item description of schedule of rates
- > In case any activity though specifically not covered in description of item under "Schedule of Quantities & Rates" & Technical specification but is required to complete the work which could be reasonably implied / informed from the content of bidding document, the cost for carrying out such activity of work shall be deemed to be included in the item rate and no extra work / claim shall be entertained.
- > The scope of works are include but not limited to the following:
 - i) All types of required manpower (i.e. Supervisor/Technician, Skilled, unskilled and semiskilled labours, etc)
 - ii) All tools & tackles, required to complete the work in all respect shall be in contractor's scope.
 - iii) Fabrication, transportation of reinforcement steel from B& R steel yard to desire location and fixing the same for all type of structure for all depth and height.
 - iv) Making of shuttering board and fixing for all shape and all type of structure for all height and depth.
 - v) Pouring of various grade concrete for all type of structurers for all depth and height.
 - vi) Feeding of raw materials such as coarse aggregates/ fine aggregates by engaging back hoe loader into concrete hopper for producing ready mix concrete
 - vii) Loading, Transportation and unloading the cement bags / reinforcement steel from NTPC Store yard to desire locations.
 - viii) Making of Hard stands by 63 mm to 45 mm graded hard stone aggregate.
 - ix) Making and laying all types of pre-cast cement concrete units (plain or reinforced) of various concrete grade
 - x) Scaffolding erection and dismantling works.
 - xi) Fixing of Insert and bolt.
 - xii) The scope of work includes execution of masonry works such as AAC block masonry, Plastering works as per specification, SOQR etc.
 - xiii) Providing all types of PPE to workers as per safety rule of NTPC, Providing accommodation/ transporting / flooding for workers/ agencies staff.

1.1.2 Clearing of the site after completion of work, removal of debris/other unserviceable materials anywhere inside the project premises etc. complete.

2.1 SCHEDULE OF QUANTITIES & RATES(SOQR)

- a) The quoted rates shall remain firm irrespective of any variations in the individual Quantities. No compensation becomes payable in case the variation of the executed Contract value is within the limits of plus (+) or Minus (-) 25% of awarded contract Value.
- b) Tender shall quote in figure as well as in words rate(s) tendered. In case of and Discrepancy between the two, rate(s) quoted in words shall be prevail. In case of Discrepancy between quoted rate and amount, rate shall prevail.

2.2 DRAWING AND SPECIFICATION

Entire work shall be executed strictly as per technical specification, codes & standards of M/s. NTPC. If any standard, codes & specification has not been given along with this tender document but required to execute the job shall be provided at the time of execution of work.

3. LOCATION & INSPECTION OF SITES

The site is situated NTPC, Gadarwara, Gangai Village.

The Bidder shall visit and inspect the site and its surroundings and shall satisfy himself before submitting his quotation as to the nature of the ground and sub soil (so far as is practicable) the form and nature of the site and nature of work and materials necessary for the execution of the work, and the means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his quotation. No extra charges consequent upon & any misunderstanding or otherwise shall be allowed.

4. SUFFICIENCY OF QUOTATION

The tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his quotation for the works and of the rates and prices quoted in the Schedule of Quantities & Rates, which rates and prices shall, except as otherwise provided, cover all his obligations and liabilities under the contract and all matters and things necessary for the proper completion & maintenance of the works.

5. SECURITY DEPOSIT

5% (five percent) of the certified gross value of the bills will be deducted by cash and retained with the company towards security deposit for the due and faithful performance of the contractor's obligations under the Contract. The accumulated Security amount less the recoveries, if any, will be refunded & released to the contractor after expiry of the maintenance/guarantee/defect liability period of the works defined elsewhere in the tender. No interest shall be paid on security deposit.

6. DEVIATION/VARIATIONS

The Engineer-in-charge shall have power (i) to make alterations in, omissions from, additions to or substitutions for the original specification, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and (ii) to omit a part of the works in case of non-availability of portion of the site or for any other reasons, and the contractor shall be bound to carry out the works in accordance with any instructions given to him by the Engineer-in-charge and such alterations, omissions, 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 works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work.

7. SUSPENSION OF WORK

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

- a) On account of any default on part of the contractor, or
- b) For proper execution of the works or part thereof for reasons other than the default of the contractor, or
- c) For safety of the works or part thereof.

The contractor shall, during such suspension, properly and secure protect the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-charge.

8. COMPLETION TIME

Entire work to be completed within 3 (Three) months from the date of issuance of LOI/Order.

9. DELAY IN EXECUTION OF WORK

If the works be delayed by:

- a) Force major or
- b) Abnormally bad weather, or
- c) Serious loss or damage by fire, or
- d) Civil commotion, local combination of workmen, strike or lockout affecting any of the trades employed on the work, or
- e) Delay on the part other contractors of tradesman engaged by Company in executing work not forming part of the contract, or
- f) Non-availability of stores, which are the responsibility of Company to supply, or
- g) Non-availability of breakdown of tools and plants to be supplied or supplied by company or
- h) Any other cause which in the absolute discretion of Engineer-in-charge is found as beyond the contractor's control, then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best Endeavour's to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

10. TOOLS & TACKLES

In case, the contractor fails to procure and supply of required quantity of tools & tackles which is whether contractor's scope of supply in commensurate with scheduled programme to achieve required progress, the B&R at its own discretion shall arrange to supply to the contractor tools & tackles on chargeable basis, the rates of which will be derived at the landed cost + 10% (ten percent) thereon towards service charge and the same will be recovered from contractor's bills.

11. MATERIALS

In case, the contractor fails to procure and supply of required quantity of materials which is whether contractor's scope of supply in commensurate with scheduled programme to achieve required progress, the B&R at its own discretion shall arrange to supply to the contractor materials on chargeable basis, the rates of which will be derived at the landed cost + 10% (ten percent) thereon towards service charge and the same will be recovered from contractor's bills.

12. MATERIALS SUPPLIED BY COMPANY

- 12.1 Contractor shall submit to the Company from time to time as directed by Engineer-in-charge or on completion, the reconciliation statement in the proforma and manner to be specified by Engineer-in-charge, showing thereon the consumption of materials issued to the contractor by the company for incorporation and fixing in the works including preparatory work. Permissible wastage allowance for material appropriation shall be same as to be approved by Engineer-in-charge. Cost of any wastage beyond permissible limit shall be charged to the contractor at the rates as to be decided by the Engineer-in-charge. In all cases, however, the contractor shall, at his expenses, return the wastage/surplus materials to the Company at the place of issue.
- 12.2 In case, any materials are supplied by the Company to the contractor on chargeable basis/issue rates (i.e. landed cost + 10% Service Charges), the following provisions will apply:
- i) For the materials which the Company has agreed to supply to the contractor, he shall give a reasonable notice in writing of his requirements to the Engineer-in-Charge in accordance with the agreed phased programmed. Such materials shall be supplied for the purposes of the contract only and the value of materials so supplied at the rates specified shall be set off or deducted, as and when materials are consumed in items of work for which payment is being made to the contractor, under the Contract. At the time of submission of bills the contractor shall properly account for the materials issued to him to the satisfaction of the Engineer-in-Charge, certify that balance of materials supplied are available at site.
 - ii) The contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, assembling and joining the several parts together as necessary and incorporating of fixing materials in the works including all preparatory work of whatever description as may be required.
 - iii) All materials issued to the contractor by the Company for incorporation or fixing in the works (including preparatory work) shall, on completion or on foreclosure of the works, be returned by the contractor at his expense, at the place of issue, after making due allowance for actual consumption, reasonable wear and tear and/or waste.
 - iv) Surplus materials in acceptable sizes returned by the contractor shall be credited to him by the Engineer-in-Charge at rates not exceeding those at which rates these were originally issued to him after taking into consideration any deterioration or damage which may have been caused to the said materials whilst in custody of the contractor.
 - v) If on completion of works the contractor fails to return surplus materials out of those supplied by the Company, then in addition to any other liability which the contractor would incur, the Engineer-in-Charge may, by a written notice to the contractor, require him to pay within a fortnight of receipt of the notice, for such unreturned surplus materials at double the issue rates.
- 12.3 Materials required for the works, whether brought by the contractor or supplied by the Company, shall be stored by the contractor only at places approved by the Engineer-in-Charge, storage and safe custody of materials shall be the responsibility of the contractor.
- 12.4 Company's officials concerned with the contract shall be entitled at any time to inspect and examine any materials intended to be in or on the works, either on the site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or at any place(s) where these are lying or from which these are being obtained and the contractor shall give such facilities as may be required for such inspection and examination.

- 12.5 All materials brought to the site shall become and remain the property of the company and shall not be removed off the site without the prior written approval of the Engineer-in-Charge. But wherever the works are finally completed and advance if any, in respect of any such materials is fully recovered, the contractor shall at his own expense forthwith remove from the site all surplus materials originally supplied by him and upon such removal, the same shall remain in and become the property of the contractor.
- 12.6 In case, the contractor fails to supply required quantity of P&M tackles which is within contractor's scope of supply in commensurate with scheduled programme to achieve required progress, then B&R at its own discretion shall arrange to provide the contractor P&M on chargeable basis, the rates of which will be derived at the landed cost + 10% (ten percent) thereon towards service charge and the same will be recovered from contractor's bills.
- 12.7 If NTPC P&M are given to the contractor on hire for execution of the work through B&R, the charges/rents as would be levied on the B&R towards hire charges shall in turn be charged to the contractor in toto.

13. LABOUR :

The contractor shall employ labour in sufficient numbers to maintain the required rate of progress and quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The contractor shall not employ in connection with the works any person who has not completed his eighteen years of age.

- 13.1 The contractor shall furnish to the Engineer-in-Charge at the regular intervals a distribution return of the number and description by trades of the work people employed on the works. The contractor shall also submit on the 4th and 19th of every month to the Engineer-in-Charge a true statement showing in respect of the second half of the current month i) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and ii) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act, 1961 of Rules made thereunder and the amount paid to them.
- 13.2 The contractor shall pay to labour employed by him wages not less than fair wages as defined in the Contract Labour Regulation & Abolition Act.
- 13.3 The contractor shall in respect of labour employed by him comply with or cause to be complied with the Contract Labour Regulation Act in regard to all matters provided therein.
- 13.4 The contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961 and Mines Act, 1952 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.
- 13.5 a) The contractor shall be liable to pay his contribution and the Employee's contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the Contract, in accordance with the provision of "The Employee's State Insurance Act, 1948" as amended from time to time. In case the contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-Charge shall recover from the running bills of contractor and amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.

- b) The contractor must obtain, within the quoted rates, individual codes in respect of Employees Provident Fund (EPF). Details of individual codes obtained by sub-contractor are to be submitted to the company for entry pass for his workers & Employees and shall deposit the EPF amount deducted from his workers & employees along with employer's contribution the Provident Fund and challans to be submitted along with Running Account Bill to facilitate release of payment.
- 13.6 The Engineer-in-Charge shall on a report having made by an Inspecting Officer as defined in the Contract Labour Regulation Act have the power to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment of the Conditions of Contract for the benefit of workers, non-payment of wages or of deduction made from his or their wages which are not justified by the terms of the contract or non-observance of the said Contract Labour Regulation Act and Rules framed thereunder.
- 13.7 In the event of the contractor committing a default or breach of any of the provisions of the aforesaid Contract Labour Regulation Act, as amended from time to time or furnishing any information of submitting or filling any Form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting Officer as defined in the Contract Labour Regulation Act, the contractor shall without prejudice to any other liability pay to the Company a sum as applicable as per prevailing rules as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge and in the event of the contractor's default continuing in this respect, the liquidated damages may be enhanced for each day of default subject to a maximum percent of the estimated cost of the works put to tender. The Engineer-in-Charge shall deduct such amount from bills or security deposit of the contractor and credit the same to the Welfare Fund constituted under Regulations. The decision of the Engineer-in-Charge in this respect shall be final and binding.
- 13.8 The contractor shall at his own expense with or cause to be complied with Model Rules for Labour Welfare framed by Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the contractor fails to make arrangement as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the contractor.
- 13.9 The contractor shall at his own expense arrange for the safety provisions as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the contractor.
- 13.10 Failure to comply with Model Rules for Labour Welfare, Safety Code or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the contractor liable to pay to the Company as liquidated damages as applicable as per prevailing rules for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the Inspecting Officers as defined in the Contract Labour Regulation Act as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the contractor.

14. POSSESSION OF SITE BY CONTRACTOR

The contractor shall not be permitted to enter on (other than for inspection purposes) or take possession of the site until instructed to do so by the Engineer-in-Charge in writing. The portion of the site to be occupied by the contractor shall be defined and/or marked on the site plan, failing which these shall be indicated by the Engineer-in-Charge at site and the contractor shall on no account be allowed to extend his operations beyond these areas. In respect of any land allotted to the contractor for purposes of or in connection with the Contract the contractor shall be a licensee subject to the following and such other terms and conditions as may be imposed by the licensor :

- i) that he shall pay a nominal licence fee per year or part of a year for use and occupation, in respect of each and every separate area or land allotted to him.
- ii) that such use or occupation shall not confer any right of tenancy of the land to the contractor.
- iii) that the contractor shall be liable to vacate the land on demand by the Engineer-in-charge.
- iv) that the contractor shall have no right to any construction over this land without the written permission of the Engineer-in-Charge. In case, he is allowed to construct any structure he shall have to demolish and clear the same before handing over the completed work unless agreed to the contrary.

- 14.1 The contractor shall provide, if necessary or if required on the site, all temporary access thereto and shall alter, adopt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the Engineer-in-charge and make good all damages done to the site.

15. SETTING OUT WORKS :

The Engineer-in-Charge shall supply drawings, levels and other information necessary to enable the contractor to set out the works and be responsible for the accuracy of the same. He shall amend at his own cost and to the satisfaction of the Engineer-in-Charge any error found at any stage which arise through inaccurate setting out unless such error is based on incorrect data furnished in writing by the Engineer-in-Charge, in which case the cost of rectification shall be borne by the Company. The contractor shall protect and preserve all benchmarks used in setting out the works till end of the Defects Liability period unless the Engineer-in-charge directs their removal.

16. MATERIALS OBTAINED FROM EXCAVATION :

Materials of any kind obtained from excavation on the site shall remain the property of the Company and shall be disposed of as the Engineer-in-Charge may direct.

All fossils, coins, articles of value of antiquity and structures and other remains or things of geological or archaeological interest discovered on the site shall be the absolute property of the company and the contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing shall immediately upon discovery thereof and before removal acquaint the Engineer-in-Charge with such discovery and carry out the Engineer-in-Charge's directions as to the disposal of the same at the expense of the Company.

17. DELETED

18. CONTRACTOR'S SUPERVISION:

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

19. INSPECTION & APPROVAL :

All works embracing more than one process shall be subjected to examine & approval at each stage thereof and the contractor shall give due notice to the Engineer-in-Charge or his authorized representative when each stage is ready. In default of such notice, the Engineer-in-charge shall be entitled to appraise the quality and extent thereof.

- 19.1 No work shall be covered up or put out of view without the approval of the Engineer-in-Charge or his authorized representative and the contractor shall afford full opportunity for examination of foundations before permanent work is placed thereon. The contractor shall give due notice to the Engineer-in-Charge or his authorized representative whenever any such work or foundation is ready for examination and the Engineer-in-Charge or his representative shall without unreasonable delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations. In the event of the failure of the contractor to give such notice he shall, if required by the Engineer-in-Charge, uncover such work at the contractor's expense.
- 19.2 Company's/Owner's representatives concerned with the Contract shall have powers at any time to inspect and examine any part of the works and the contractor shall give such facilities as may be required for such inspection and examination.

20. POWERS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE

The duties of the representatives of the Engineer-in-Charge, are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to order any work involving any extra payment by the Company nor to make any variation in the works.

- 20.1 The Engineer-in-Charge may from time to time delegate to his representative any of the powers and authorities vested in the Engineer-in-Charge and shall furnish to the contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the Representative of the Engineer-in-Charge to the contractor within the terms of such delegation shall bind the Sub-contractor and the Company as through it had been given by the Engineer-in-Charge.
- 20.2 Failure of the Representative of the Engineer-in-Charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-Charge thereafter to disapprove such work or materials & to order the pulling down, removal or breaking up thereof.
- 20.3 If the contractor shall be dissatisfied with any decision of the Representative of the Engineer-in-Charge he shall be entitled to refer the matter to the Engineer-in-Charge who shall thereupon confirm, reverse or vary such decision.

21. REMOVAL OF WORKMEN

The contractor shall employ in and about the execution of the works only such persons as are skilled and experienced in their several trades and the Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any persons employed by the contractor in or about the execution of the works who in the opinion of the Engineer-in-Charge misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the Engineer-in-Charge.

22. WORK DURING NIGHT OR ON SUNDAYS & HOLIDAYS :

Subject to any provisions to the contrary contained in the Contract, none of the permanent works shall be carried out during night or on Sundays or on authorized Holidays without the permission in writing of the Engineer-in-Charge except when the work is unavoidable or absolutely necessary for the safety of life, property of works in which case the contractor shall immediately advise the Engineer-in-Charge accordingly.

23. COMPLETION CERTIFICATE :

As soon as the work is completed, the contractor shall give notice of such completion to the Engineer-in-Charge and within a reasonable period of receipt of such notice the Engineer-in-Charge shall inspect the work and shall furnish the contractor with a certificate of completion indicating (a) the date of completion (b) defects to be rectified by the contractor and/or (c) items for which payment shall be made at reduced rates. When separate periods of completion have been specified for items or groups of items, the Engineer-in-Charge shall issue separate completion certificates for such item or groups of items. No certificate of completion shall be issued, nor shall the work be considered to be complete till the contractor shall have removed from the premises on which the work has been executed all scaffolding, sheds and surplus materials, except such as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen in the site in connection with the execution of the work, as shall have been erected by the Sub-contractor or

the workmen and cleaned all dirt from the parts of building(s) in upon or about which the work has been executed or of which he may had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, eased doors and sashes, oiled locks fastening labeled keys clearly and handed them over to the Engineer-in-Charge or his Representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-Charge. If the contractor shall fail to comply with any of the requirements of this conditions as aforesaid, on or before the date of completion of the works, the Engineer-in-Charge may at the expense of the contractor fulfill such requirements and dispose of the scaffoldings, surplus materials and rubbish etc. as he thinks fit and the contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually realized by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the contractor. If the expense of fulfilling such requirement is more than the amount realized on such disposal as aforesaid, the contractor shall forthwith on demand pay such excess to the Company.

23.1 If at any time before completion of the entire work, items or groups of items for which period of completion have been specified, have been completed, the Engineer-in-Charge with the consent of the contractor takes possession of any part or parts of the same then notwithstanding anything expressed or implied elsewhere in this Contract :

- a) Within ten / thirty days of the date of completion of such items or groups of items or possession of the relevant part the Engineer-in-Charge shall issue completion certificate for the relevant part as in condition above provided the contractor fulfils his obligations under that condition for the relevant part.
- b) The Defects Liability Period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.

24. DEFECTS LIABILITY / MAINTENANCE / GUARANTEE PERIOD :

The contractor shall guarantee and maintain the works for a period of 12(twelve) months or specifically mentioned elsewhere in the Tender, after the date of issue of completion certificate by the Engineer-in-Charge which will be reckoned as Defect Liability/Maintenance Period of the works. The contractor shall be responsible to make good and remedy at his own expenses within such period as may be stipulated by the Engineer-in-Charge, any defect which may develop or may be noticed before the expiry of Defect Liability/Maintenance Period.

25. CONTRACTOR'S LIABILITY & INSURANCE :

From commencement to completion of the works, the contractor shall take full responsibility for the case thereof & for taking precautions to prevent loss or damage & to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof and all Company's T&P from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion, the works and all company's T&P shall be in good order and condition and in conformity in every respect with requirements of the Contract and instructions of the Engineer-in-Charge.

26. NOTICES TO LOCAL BODIES :

- i) The contractor shall comply with and give all notice required under any Governmental authority, instrument, rule or order made under any Act of parliament, State laws or any regulation of bye laws of any local authority relating to the works. He shall before making any variation from the Contract drawing necessitated by such compliance give to the Engineer-in-Charge a written notice giving reasons for the proposed variation and obtain the Engineer-in-Charge's instruction therein.
- ii) The contractor shall pay and indemnify the Company against any liability in respect of any fees or charges payable under any Act of Parliament, State laws or any Government instrument, rule or order and any regulations or bye-laws of any local authority in respect of works.

27. INSTRUCTIONS & NOTICES :

- i) Subject or otherwise provided in this Contract, all notices to be given on behalf of the Company and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-Charge.
- ii) All instructions, notice and communications etc. under the Contract shall be given in writing and if sent by registered post to the last known place of above business of the contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him.
- iii) The contractor or his Agent shall in attendance at the Site(s) during all working hours and shall superintend the execution of the works with such additional assistance in each trade as the Engineer-in-Charge may consider necessary. 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.

28. FORECLOSURE :

If at any time after acceptance of the tender, the Company shall decide to abandon or reduce the scope of the works for any reason whatsoever & hence not require the whole or any part of the works to be carried out, the Engineer-in-charge shall give notice to that effect to the contractor & the Contractor shall have no claim to any payment of compensation or otherwise, whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

28.1 The contractor shall be paid at Contract Rates full amount for works executed at site.

28.2 The contractor shall, if required by the Engineer-in-Charge, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

29. TERMINATION OF CONTRACT FOR DEATH:

If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies then unless the Accepting Authority is satisfied that the legal representatives of the individual contractor or of the proprietor of the Proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, the Accepting Authority shall be entitled to cancel the Contract as to its in completed part without the Company being in any way liable to payment of any compensation to the estate of the deceased contractor and/or to the surviving partners of the contractor's firm on account of the cancellation of the Contract. The decision of the Accepting Authority that the legal representatives of the deceased to the surviving partners of the contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Company shall not hold the estate of the deceased contractor and/or the surviving partners of the contractor's firm liable in damaged for not completing the Contract.

30. RECORDS & MEASUREMENT

- i) The Engineer-in-Charge shall except as otherwise stated ascertain and determine by measurement the value in accordance with the Contract or work done in accordance therewith.
- ii) All items having a financial value shall be entered in Measurement book, level book etc. prescribed by the company so that a complete record is obtained of all work performed under the contract.
- iii) Measurement shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative.
- iv) Before taking measurements of any work the Engineer-in-Charge or the person deputed by him for the purpose shall give a reasonable notice to the contractor. If the contractor fails to attend or send an authorized representative for measurement after such a notice of fails to countersign or to record the objection within a week from the date of measurement, then in any such event measurement taken by the Engineer-in-Charge or by the person deputed by him shall be taken to be correct measurements of the work.

- v) The contractor shall without extra charge provide assistance with every appliance labour, and other things necessary for measurement.
- vi) Measurements shall be signed and dated by both parties each day on the site on completion of measurement. If the contractor objects to any of the measurement recorded on behalf of the Company a note to that effect shall be made in the Measurement Book against the item objected to and such note shall be signed and dated by both parties engaged in taking the measurement.

31. METHODS OF MEASUREMENT :

Except where any general or detailed description of the work in quantities expressly those to the contrary, Schedule of Quantities & Rates shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Quantities & Rates/Specification notwithstanding any provision in the relevant standard method of Measurement or any general or local custom. In the case of items which are not covered by the Schedule of Quantities & Rates/Specification measurements shall be taken in accordance with the relevant Standard Method of Measurement issued by the Indian Standard Institution.

32. FIRM PRICE

The tender's quoted rates and price shall remain firm till completion and handing over of the works in all respects and no revision of rates and / or escalation of any shall be admissible i.e. quoted rates/prices shall remain valid irrespective of actual quantities to be executed.

32.1 TERMS OF PAYMENT

No advance will be paid by us.

Measurement of contractor's work for the purpose of record and payment will be made on the basis of joint measurement against actual quantum of work executed certified by Owner / Consultant and Engineer.

Generally, payment of monthly R/A Bill will be released to the contractor within 30 (Thirty) days from the date of certification.

No Idle wages shall be paid in any account.

Stage Payment :-

a) 95% Payment of Completion of work as certified in progress bill.

b) 5% on completion of entire scope of work in all respect.

All payment will be made only once in a month against submission of invoice by the agency along with all relevant documents to our NTPC, Gadarwara Site and payment would be made from our Zonal office by RTGS/E-Payment & for the same following to be furnished.

Name of Company :
 Name of Bank :
 Name of Branch :
 City :
 Account Number :
 Account Type :
 IFSC Code of the Bank :
 Branch :
 MICR Code of the Bank :
 Branch :

32.2 FINAL BILL PAYMENT :

- i) The final bill shall be submitted by the contractor within three months of physical completion of the works. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates as approved by Engineer-in-Charge, shall be made within the period specified.
- ii) After payment of the amount of the final bill payable as aforesaid has been made, the contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the contract.

33. INCOME TAX :

Income Tax will be deducted by cash at source from contractor's all bills as per Income Tax Act & Rules framed there under at such rates as may be applicable from time to time.

GST TDS @ 2% (two percent) will be deducted from your Invoice on Basic Order value i.e. on Landed Price before GST, under GST Law w.e.f. 01/10/2018 as per Govt. Notification No. 50/2018-Central Tx dated 13/09/2018 for supply of Taxable goods, TDS @ 1% each for CGST & SGST or 2% for IGST will be applicable except the exemption provision as stipulated in GST Law. Tax deducted at source will be deposited to the Govt. and TDS Certificate will be issued to the supplier as per the rules.

34. IT-TDS

Income Tax as applicable U/s. 194Q of the I.T. ACT will be deducted from your Gross Bill Value and TDS Certificate will be issued accordingly.

35. TAXES AND DUTIES

The contractor should be registered with GST Authority. Contractor shall be exclusively responsible for payment of all Taxes, etc. (**except Goods and Service Tax**) that may be levied from time to time according to the Laws & Regulation now in force & also hereafter to be imposed, increased or modified from time to time. Nothing will be payable extra by the company in respect of any duties/taxes to be imposed on procurement of materials for execution of works contract.

36. GOODS AND SERVICES TAX (GST)

- i) Without prejudice to stipulation in General Conditions of Contract, the quoted price shall be exclusive of **Goods and Services Tax**. The **GST** as legally leviable and payable by the bidder under the provisions of applicable law / act shall be paid extra by B&R as per bidder's Tax Invoice. Bidder shall quote their rates after considering the input tax credit on their input materials and services
- ii) The contract is covered under works contract. **GST** under supply of services is applicable. The bidder should be registered with the **GST** authorities and the copy of registration certificate and last filed Monthly / Quarterly GSTR-3B return and GST clearance certificate shall be submitted along with bid documents (techno commercial). Bid without above documents shall be cancelled.
- iii) GST-TDS as applicable shall be deducted from GST invoices at the rates prescribed by law. TDS deducted by the company from the contractor's Tax Invoice shall be uploaded in GSTN portal and deposited the said TDS amount to the tax authority, which will be reflected in contractor's GSTN portal
- iv) The GST (i.e. SGST, CGST or IGST) amount shall be shown separately in Tax invoice and also submit the proper Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get input tax credit by B&R.

Bidder shall raise their tax invoices on regular intervals as per contract conditions and uploaded their supply invoice in GSTN portal through GSTR-1 return within due date (presently 11th) of next month. GST amount shall be paid to contractors after submission of GSTR-1 snapshot. If the ITC is not availed by B&R due to any reasons attributable to bidder (i.e mismatch in GSTR return, non-submission of GSTR-3B in time), the entire GST amount along with applicable interest shall be recovered from Bidder's Bill.

Special Note :

"All suppliers/Contractors having registration in other states except Madhya Pradesh State shall raise their Tax Invoice by charging IGST only".

A. Bidder have to submit the following details of GST along with offer:

Company Name	:
Address	:
Pin Code	:
Mail ID	:
PAN	:
GSTN No.	:
SAC Code	:
State Code	:

B. Details of Receiver / Billing Address:

– Company Name : *Bridge & Roof Co. (I) Ltd.*
– Address : *FLAT No- 401, Royal Home, 11/4 Manoram Ganj, Indore, Indore, Madhya Pradesh, Pin - 452001.*
– State Name : *MADHYA PRADESH*
– State Code : *23*
– PAN : *AABCB3166E*
– GST No. : *GSTIN: 23AABCB3166E2ZB*
– CIN of Receiver : *U27310WB1920GOI003601*

37. NEW LEVIES / TAXES

In case Government imposes any new levies / tax after award of the work during the tenure of the contract, B&R shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of B&R that such new levy/tax is applicable to this contract.

38. RELEASE OF SECURITY DEPOSIT

Soon after completion of work, all materials, items issued by company shall be returned and reconciled to the full satisfaction of the Engineer.
The security deposit, to the extent due after making necessary adjustment if any, shall be refunded to the contractor without interest after expiry of defect liability period of the work.

39. MOBILIZATION

The successful tenderer shall mobilize at site within 07 (Seven) days of issue of Letter of Intent / Instruction to start the work.
Period of completion of the job is 3 (Three) months.
The successful tenderer must deploy manpower and equipment adequately and on time to start and complete the job as per the time schedule mentioned above.

40. CANCELLATION OF CONTRACT

- I) If the contractor :-
- a) at any time makes default in proceeding with the works with due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-charge; or
 - b) commits default in completing with any of the terms and 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-in-Charge; or
 - c) 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-in-Charge; or
 - d) shall offer or give or agree to give to any person in Company's Service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the company; or

- e) shall enter into a contract with the company in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of the payment thereof have previously been disclosed in writing to the Accepting Authority/Engineer-in-charge; or
 - f) Shall obtain a contract with the company as a result of ring tendering or other non-bona fide methods of competitive Tendering; or
 - g) being an individual or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or other for administration of his estate made against him or shall take any proceeding for liquidation or composition (other than 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 effective 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, or
 - h) being a, Company, shall pass a resolution or the Court shall make an order the liquidation of his affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court of debenture holders to appoint a receiver or manager, or
 - i) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days or
 - j) assigns, transfer, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign transfer or sublet the entire works or any portion thereof without prior written approval of the Accepting Authority, the Accepting Authority may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter; the company by written notice cancel the contract as a whole or only such portions of work in default from the contract.
- II) **The Accepting Authority shall on such cancellation have powers to :**
- a) Take possession of the site and any materials constructional plant, implements, stores, etc., thereon and/or
 - b) Carryout the incomplete work by any means at the risk and cost of the contractor.
- III) On cancellation of the Contract in full or in part the Engineer-in-Charge 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 the Company. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of Sub-contractor's materials taken over and incorporated in the work, and use of tools, tackle and machinery belonging to the contractor.
- IV) Any excess expenditure incurred or to be incurred by the Company in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the Company as aforesaid after allowing such credit shall be recovered from any money due to the contractor on any account, and if such money are not sufficient the contractor shall be called upon in writing to pay the same within 30 days.

- V) If the contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sale any or all of the contractor's unused materials, constructional plant implements, temporary buildings etc. & apply the proceeds of sale thereof towards the satisfaction of any sums due from the Sub-contractor under the contract and if thereafter there be any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the Contract.
- VI) Any sums in excess of the amounts due to the Company and unsold materials, constructional plant, etc. shall be returned to the contractor, provided always that if cost or anticipated cost of completion by the Company of the works or part of the works is less than the amount which the sub-contractor would have been paid had been completed the works or part of the work, such benefit shall not accrue to the contractor.

41. LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS & RECTIFICATION THEREOF :

If the contractor or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence etc. contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expenses.

If it shall appear to the Engineer-in-Charge or his Representative at any time during construction or reconstruction or prior to the expiration of the Defects Liability Period, that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the contractor for execution of the work are unsound or of a quality inferior to that contract for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults have appeared in the work arising out of defective or improper materials or workmanship, the contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-Charge forthwith rectify or remove and re-construct the work so specified in whole or part as the case may be and/or remove the materials or articles so specified and provide other proper and suitable materials or articles at his own expense, notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to be specified by the Engineer-in-Charge in his notice aforesaid, the Engineer-in-Charge may rectify or remove and re-execute the work and/or remove and replace with other materials or articles so specified and provide other proper and suitable materials or articles at his own expense, notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to be specified by the Engineer-in-Charge in his notice aforesaid, the Engineer-in-Charge may rectify or remove and re-execute the work and / or remove and replace with other materials or articles complained of, as the case may be, by other means at the risk and expense of the contractor.

42. Urgent Works

If any urgent work (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary and the contractor is unable or unwilling at once to carry it out, the Engineer-in-Charge may be his own or other work people carry it out, as he may consider necessary. If the urgent work shall be such as the contractor is liable under the Contract to carry out at his expense, all expenses incurred on it by the Company shall be recoverable from the contractor and be adjusted or set off against any such payable to him.

43. Safety Rules / Precautionary Measures

- a. The contractor should take all possible measures to avoid accident of their labours and shall deploy all safety measures as will be directed by our Engineer In Charge.
- b. All Labours & Supervisors must wear Safety Shoes, Helmet, Hand Gloves, while working at site and also wear safety belts while working at height.
- c. The Contractor shall have to take all necessary precaution to protect Company's properties/materials at site and the entire cost towards any damage/loss that may be caused to Company due to Contract Labours and other persons in Contractor employment will be paid to the extent as shall be assessed and decided by the Engineer in Charge.
- d. **Contractor should maintain HSE Management system with assist by the Engineer-in-charge as desired by NTPC**

44. LABOUR LAW :

- a) The Contractor shall employ labours in adequate numbers to maintain the required rate of progress and quality to the satisfaction of the Engineer and as specified in the contract
- b) The contractor shall not employ in connection with the work any person below the age of minimum age, as specified in the Labour Regulation Act.

The Contractor shall pay to labourers, employed by him, wages not less than the wages as defined on the Minimum Wages Act or Contract Labour (Regulation & Abolition) Act as applicable or as per Fair Wages whichever is more.

- c) The contractor shall comply with the provision of the Payment of Wages Act, 1936, Minimum Wages Act, 1948 Contract Labour (Regulation & Abolition) Act, 1970, Employment of Children Act, 1938 and any other law (s) relating thereto and rules made there under from time to time.

The contractor shall submit to the Engineer wage bills of all employees engaged by the contractor from time to time as instructed by the Engineer.

It shall be the responsibility of the successful bidder within his quoted rates & price to ensure full compliance with the rules which shall include deduction of employees' share from wages.

Thee Engineer shall, on a report having been made by an inspecting officer as defined in the Contract Labour Regulation Act, have the power to deduct from the money, due to the Contractor any sum required or estimated to be required, for making good the loss suffered by a worker or workers by reasons of non-fulfilment of the conditions of the Contract, for the benefit of workers, non-payment of wages or of deduction made from his or their wages which are not justified by the terms of the contract or non-observance of said Contract Labour Regulation Act and Rules made there under.

45. Action to be taken in case of Contractors failures to perform any of his obligations contained in this contract etc. / termination of the contract.

If the contractor refuses or fails to execute the work or any separate part thereof with such diligence as will ensure its completion with the time specified in the contract or extension thereof or as per Engineer's instruction or fails to perform any of his obligations under this contract, if shall be open to the Employers at his option by written notice to the contractor to :

a) Determine the Contract :-

In which event the contract shall stand terminated and shall cease to be in force. In such case, the contractor will be paid only for all finished works at item rates and no other claims compensation will be paid to the contractor.

b) Without Determining the contract :-

To take over the work of the contractor or any part thereof and complete the same through a fresh contract or other means at the risk and cost of the contractor. The contractor and any of his sureties shall be liable to pay to the employer for any excess cost over and above the cost at the rates specified in the schedule of Quantities & Rates on occasions of such works having been taken over and completed by the employee.

In such event of clause no. 45(a) or 45(b) above, the whole or part of Security Deposit of the Contractor is liable to be forfeited without prejudice to the right of the employer to recover from the contractor the excess cost referred to in 45(b) above.

Termination of the contract as provided in clause 45 (a) and 45 (b) above shall not prejudice and affect the rights of the employer which may have accrued upto the date of such.

46. LIQUIDATED DAMAGE :

Time is the essence of the contract. If the contractor fails to maintain the required progress of work as per contract or to complete the work and clear the site within the time prescribed by the Contract (Contractual completion period), he shall without prejudice to any other right or remedy of B&R on account of such breach, the contractor agrees to pay compensation (penalty) to B&R. The compensation and not as penalty at the rate of one fourth of one percent (1/4%) per every week of delay of the value of contract.

The total amount of compensation payable by the contractor for delay shall not exceed Five Percent (5%) of the contract value as awarded.

47. ARBITRATION :

B&R confidently feel that there shall not arise any disputes or differences during execution and completion of the order/contract by the contractor(s).

However, in the event of any dispute arising between the Company and the contractor (hereinafter referred individually as "the Party" and collectively as "the Parties"), concerning the interpretation of any terms and conditions of the Contract and / or contractual obligations/performance / liabilities / responsibilities of the Parties to the said Contract, the disputing Party shall refer the matter to the other Party for holding a mutual discussion for resolving the dispute. In case the parties fail to arrive to any settlement through mutual discussion, either of the parties may avail the following remedies:

Resolution of Dispute through Conciliation :-

- i) Any party may refer the dispute for Conciliation under Rules of Conciliation and Arbitration under SCOPE Forum of Conciliation and Arbitration (SFCA), 2003 and amendments made thereto from time to time (hereinafter referred as "the Rules") by making application to the Secretariat of the SCOPE Forum.

The Party initiating conciliation shall send to the other party & written invitation to conciliate under the Rules, briefly identifying the subject matter of the dispute.

The settlement so rendered between the Parties in pursuance thereof shall be final and binding on the parties.

If the other party rejects the invitation, there will be no conciliation proceedings at all.

Resolution of Dispute through Arbitration :

- ii) In case the dispute is not settled by conciliation within 30 days of the initiation of conciliation or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by Arbitration, in accordance with the Rules of Arbitration of SCOPE Forum of Conciliation and Arbitration, 2003 and amendments made thereto from time to time.

The entire proceedings of Arbitration shall be governed under the Arbitration and Conciliation Act, 1996.

The venue of Arbitration shall be mutually decided by the parties.

In case the parties do not agree for resolution of dispute through Conciliation and Arbitration by the above-mentioned SCOPE Forum, the disputing Party shall opt for stipulated rules laid down under the Arbitration and conciliation Act, 1996.

The Contract and the Parties therein shall be governed under the jurisdiction of Calcutta High Court.

In the event of any dispute of difference relating to the interpretation and application of the provisions of the contracts and commercial agreements (except Income Tax, Customs, Excise Duty and also concerning Railways) between company (B&R) and any other Public Sector Undertaking/Government Department/Bank/Port Trust etc., 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 of the Government of India in-charge of the Department of Public Enterprises. **The Arbitration and Conciliation Act, 1996 shall not be applicable to 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 take a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government 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 dispute will share equally the cost of arbitration as intimated by the Arbitrator.

Subject to any amendment that may be carried out by the Government of India from time to time, the procedure to be followed in the arbitration shall be as mentioned above, which is as per O.M.No.4(1)/2011-DPE(PMA)GL dated 12.6.2013 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Govt. Of India or any modification issued in this regard.

48. SPECIAL INSTRUCTION :

Notwithstanding anything contained in the contract it shall be clearly noted and understood that no extra claims lodged / to be lodged by the contractor shall be entertained by the Employer in pursuance to this contract. Nevertheless, if the contractor insists and rates any extra claim/bills, the employer shall pursue with the Owner and the employer shall be binding upon and acceptable to the contractor corresponding to and relevant with his part of the work. It shall be clearly understood that, pursuing of the Contractor's claim on the employer in good faith with Owner/Consultant shall not mean under any circumstances employer's acceptance of the rates of extra items and claims raised by the Contractor on the employer and at no point of time the contractor's plea that irrespective of the decision taken by the Owner the rates of extra items/claims shall have to be paid to the Contractor based on his claim stating that the contract is between employer and the contractor having no relationship with Owner shall contractually hold good because employer has pursued Contractor's bills with Owner in good faith only, without going through the merit of the same.

49. SPLITTING OF WORK :

The entire job to be awarded two parties for expediate the works.
60% quantum of works to be awarded to L1 bidders and 40% to be awarded to L-2 bidders with the same rate(s) of L-1 bidders as same terms and condition.

50. Quantity variation:-

The quoted rates shall remain firm irrespective of any variation in the individual quantities. No compensation becomes payable in case the variation of the final executed contract value is within the limited Plus (+) or Minus (-) 25 % of awarded contact value.

51. DELAY IN EXECUTION OF WORKS :

In case of any shortfall progress during execution, the successful bidder shall further augment his resources, as will be necessary and as directed and to the satisfaction of Engineer, to make up for the recover that delay quickly to ensure prompt recovery.

52. GATE PASSES :

Company will arrange Gate Passes for Contractor Labourers. However, photographs for filling the forms shall be provided by the Contractor. In case any labour left the job, the gate passes to be collected and returned to Company. Any loss of gate pass shall be informed to Company immediately and in that case equivalent amount will be deducted from Contractor's bill as per Client's recovery rate on this account. The gate pass is not transferable. The Contractor have to assist company regularly in the morning for gate entry. Deduction against loss of each gate passes shall be Rs. 500/= (Mandatory)

53. SETTLEMENT OF EXTRA WORK

Not with standing anything contained in the contract, it should be clearly noted that no extra claims lodged/to be lodged by the contractor shall be entertained by the Company in pursuant to this contract. Nevertheless if the contractor insists and raises any extra claim bills, the company shall pursue with the owner in good faith, settlement of rates for extra items & claims, if raised by the contractor on the company and the decision taken by the owner and the Company shall be binding upon and acceptable to the contractor corresponding to and relevant with his part of the work. It should also be clearly understood that the pursuing of the Sub-contractor's claim on the company in good faith with the owner shall not mean under any circumstances, Company's acceptance of the rates of extra items and claims raised by the contractor on the Company and at no point of time, Sub-contractor's plea that irrespective of the decision taken by the Owner, the rates of extra items and claims shall have to be paid to the contractor based on his claim stating that the contract is between the Company and the contractor having no relationship with the Owner, shall contractually hold good because the company have pursued contractor's bills with the client in good faith only without going through the merit of the same.

54. Special note :

In the event of any deviation taken by bidder(s) with respect to techno-commercial terms and conditions of Tender & subsequent non withdrawn of same may normally lead to not consider their offer(s) for further evaluation. However, in case B&R accepted the deviation(s), the necessary loading due to these deviation as per prevailing market condition & as per B&R discretion which shall be final and binding on the bidder(s) may be done on the price evaluation.

No misunderstanding in this regard shall be entertained.

55. BOCW Cess , Covid-19 Surekha Kabaj , Pradhan Mantri Suraksha Bima Yojana (PMSBY) , Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) :

Quoted price shall be Inclusive of BOCW Cess, PMSBY, PMJJBY (If applicable)

For and on behalf of the Tenderer

SPECIAL CONDITIONS OF CONTRACT

ANNEXURE-A2

Ref: BR/50982/NTPC-GADARWARA/NIT/GCW/PS/LC/07

Date : 15.02.2024

SPECIAL CONDITIONS OF CONTRACT**SP.01 GENERAL**

These Special Conditions shall be read in conjunction with other provisions including General conditions of the contract and are supplementary to and complementary with each other. However, in the event of any provision of General Conditions are repugnant to or at variance with any provision of special conditions, then unless a different intention appears between the two, the provision given in "Special conditions" shall be deemed to override that provision of General Conditions and shall to the extent of such repugnancy or variation prevail and govern the contract.

SP.02 SCOPE OF WORK

The scope of in general includes scope of work specified in various technical specifications provided in Technical section and schedule of rates enclosed in the bidding document. Further, it includes any other work not specifically mentioned but required to complete the work as per specifications, drawings and instructions of Engineers-in-charge.

> Scope of work shall be read in conjunction with item description of schedule of Quantities & rates and labour-contractor's scope shall include all activities of work specified in the item description of schedule of rates

> In case any activity though specifically not covered in description of item under "Schedule of Quantities & Rates" & Technical specification but is required to complete the work which could be reasonably implied / informed from the content of bidding document, the cost for carrying out such activity of work shall be deemed to be included in the item rate and no extra work / claim shall be entertained.

> The scope of works are include but not limited to the following:

- i) All types of required manpower (i.e. Supervisor/Technician, Skilled, unskilled and semiskilled labours, etc)
- ii) All tools & tackles, binding wire, nails required to complete the work in all respect shall be in contractor's scope.
- iii) Fabrication, transportation of reinforcement steel from B& R steel yard to desire location and fixing the same for all type of structure for all depth and height.
- iv) Making of shuttering board and fixing for all shape and all type of structure for all height and depth.
- v) Pouring of various grade concrete for all type of structurers for all depth and height.
- vi) Feeding of raw materials such as coarse aggregates/ fine aggregates by engaging back hoe loader into concrete hopper for producing ready mix concrete
- vii) Loading, Transportation and unloading the cement bags / reinforcement steel from NTPC Store yard to desire locations.
- viii) Making of Hard stands by 63 mm to 45 mm graded hard stone aggregate.
- ix) Making and laying all types of pre-cast cement concrete units (plain or reinforced) of various concrete grade
- x) Scaffolding erection and dismantling works.
- xi) Fixing of Insert and bolt.
- xii) The scope of work includes execution of masonry works such as AAC block masonry, Plastering works as per specification, SOQR etc.
- xiii) Providing all types of PPE as per safety rule of NTPC, providing accommodation/ transporting / fooding for workers/ agencies staff.

SP.03

Clearing of the site after completion of work, removal of debris/other unserviceable materials anywhere inside the project premises etc. complete.

SP.04 CONTRACTOR'S SUPERVISION:

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

SP.05 No work shall be covered up or put out of view without the approval of the Engineer-in-Charge or his authorized representative & the contractor shall afford full opportunity for examination of foundations before permanent work is placed therein. The contractor shall give due notice to the Engineer-in-Charge or his authorized representative whenever any such work or foundation is ready for examination & the Engineer-in-charge or his representative shall without unreasonable delay, unless he considers if necessary & advised the contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations. In the event of the failure of the Sub-contractor to give such he shall, if required by the Engineer-in-Charge, uncover such work at the contractor's expense.

SP.06 Department Officers concerned with the Contract shall have powers at any time to inspect and examine any part of the works and the contractor shall give such facilities as may be required or such inspection and examination.

SP.07 Rate/Price quoted by Tenderer in Schedule of Quantities & Rates furnished in **Annexure-A3** shall remain firm till completion of the work & shall not attract any escalation in regard to either labour wages or materials prices etc. under any circumstances whatsoever.

SP.08 Tenderer shall execute the work strictly as per drawings, technical specification and details supplied by or approved by the Engineer-in-charge of owner, also as per relevant standard specification, codes of practice etc. applicable for the work whether specifically mentioned or not. However, in the event of contradictory provision, if any, between the specification approved by Owner and those given in Standard Specification and Codes, the former (i.e. specifications approved by the Owner) shall prevail and govern.

SP.09 Time of completion of the work is the essence of the contract and the Tenderer/contractor shall strictly adhere to the completion schedule/programme as specified or as to be prepared and handed over to the Sub-contractor by the Engineer-in-Charge after notification of acceptance of the Tender. Contractor has to execute the complete job as per the said document duly approved/commented by NTPC at no extra cost to B&R.

SP.10 SCOPE OF SUPPLY**I) By the Company (i.e. Bridge & Roof Co. (I) Ltd.)**

The following materials/items/facilities will be provided by the Company at site free of charge.

- i) Supply all grade of concrete by transit mixer from B&R Batching plant from NTPC plant premises,
- ii) All type of required aggregate such as coarse aggregates and fine aggregates, road metal, Binding wire, Nails etc.
- iii) cement, reinforcement steel of all dia, MS plate at NTPC/ B& R Steel yard.
- iv) Reinforcement Shear cutting and Bending machine, welding machine, tower crane, hydra crane, long trailer for lifting of reinforcement steel.
- v) Consumable materials, fuel, lubricant to run the machineries
- vi) PVC pipe, Shuttering Ply board, Wooden batten, Staging materials (40 mm dia. MS pipe with MS couplers), MS Jali, MS Screw Jack etc.
- vii) Drawings, standards and specification, construction /drinking water, construction power at site.
- viii) Labour license & workmen compensation policy. Land for temporary site office.
- ix) Construction drawings, standards & specification, Construction Power, Construction & Drinking Water.
- x) All type staging / shuttering materials, Fabricated Insert and bolt .

- In case of any accident while working at site the necessary medical expenditure shall be borne by Company.

II) **By the Bidder**

- i) All types of required manpower (i.e. Engineers/Supervisor/Technician, Skilled, unskilled and semiskilled labours, etc) Operators, equipment's (JCB, Tractor trolley, etc) for execution of Civil works.
- ii) All tools & tackles required to complete the work in all respect shall be in contractor's scope.
- iii) Transportation & accommodation for contractor's workers Engineer, unskilled labours, operator, etc.
- iv) ESIC, PF, Gate Pass formalities, Labour welfare cess.
- v) All types of required manpower (i.e. Engineers/Supervisor/Technician, Skilled, unskilled and semiskilled labours, etc)
- vi) All tools & tackles required to complete the work in all respect shall be in contractor's scope.
- vii) Transportation & accommodation for contractor's Engineer, labours, operator, etc.
- viii) Safety Shoes, Helmets, all other PPE Items
- ix) PF, Gate Pass formalities, Labour welfare cess.

SP.11 CONTRACTOR'S OBLIGATION & RESPONSIBILITY

The contractor's obligation & responsibility shall include but not limited to the following:

- i) To deploy Operators, Skilled, unskilled, semiskilled, personnel in requisite number to complete the work.
- ii) To deploy suitable qualified Engineers/Supervisors/Technician in requisite number to ensure quality of work to the full satisfaction of NTPC/B&R.
- iii) To carry out all repairs arising out of defective works done by the contractor.
- iv) To construction their own site office & store.
- v) To provide accommodation & transportation for contractor's workers, Engineers, Supervisors & Technicians engaged for this work & transportation of Contractor's labours.
- vi) Contractor shall engage adequate number of qualified inspection Engineer/Supervisor and ensure that all the documents/records are as per Quality Assurance Plan (QAP) / Inspection Test Plan (ITP).
- vii) **Contractor should maintain HSE Management system with assist by the Engineer-in-charge as desired by NTPC**
- viii) **Contractor shall fully responsible for deposition of P.F. of their workers in each and every month and submitted document for the same to the B&R site office accordingly.**

SP-12 TESTS AND INSPECTION OF WORKS

The CONTRACTOR shall carry out the various tests as enumerated in the Technical Specification of the tender and technical documents that will be furnished to him during the performance of the work and no separate payment shall be made unless specified in Schedule of Quantities & Rates (SOQR).

The work is subject to inspection at all times by the Engineer-in-charge. The CONTRACTOR shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this Tender.

Inspection and acceptance of work shall not relieve the CONTRACTOR from any of his responsibilities under this contract.

All result of inspection and test will be recorded in the inspection reports, proforma of which will be approved by the Engineer-in-charge. These reports shall form part of the completion documents. Any work not conforming to the execution drawings, specifications or codes shall be rejected and the contractor shall carryout the rectification at his own cost.

SP.17 **Final Bill Payment**

- i) The final bill shall be submitted by the contractor within three months of physical completion of the works. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates as approved by Engineer-in-Charge, shall be made within the period specified.
- ii) After payment of the amount of the final bill payable as aforesaid has been made, the contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the contract

SP.18 **Standard Deduction**

Security Deposit @ 5% (five percent), income tax as applicable shall be deducted from each payment made to the contractor.

SP.19 **DEFECTS LIABILITY / MAINTENANCE / GUARANTEE PERIOD :**

The contractor shall guarantee and maintain the works for a period of 12(twelve) months or specifically mentioned elsewhere in the Tender, after the date of issue of completion certificate by the Engineer-in-Charge which will be reckoned as Defect Liability/Maintenance Period of the works. The contractor shall be responsible to make good and remedy at his own expenses within such period as may be stipulated by the Engineer-in-Charge, any defect which may develop or may be noticed before the expiry of Defect Liability/Maintenance Period.

SP.20 **COMPENSATION FOR DELAY (LIQUIDATED DAMAGES)**

Time is the essence of the contract. If the contractor fails to maintain the required progress of work as per contract or to complete the work and clear the site within the time prescribed by the Contract (Contractual completion period), he shall without prejudice to any other right or remedy of B&R on account of such breach, the contractor agrees to pay compensation (penalty) to B&R. The compensation and not as penalty at the rate of one fourth of one percent (1/4%) per every week of delay of the value of contract.

The total amount of compensation payable by the contractor for delay shall not exceed Five Percent (5%) of the contract value as awarded.

SP.21 **FIRM PRICE**

The tender's quoted rates and price shall remain firm till completion and handing over **of** the works in all respects and no revision of rates and / or escalation of any shall be admissible i.e. quoted rates/prices shall remain valid irrespective of actual quantities to be executed.

SP.22 **PRICING**

The rates quoted by the contractor shall include all Taxes if applicable, Royalty and all other taxes that may be levied according to the laws and regulations now in force acquired for the purpose of the contract and on the services performed under the contract including corporate tax, personal taxes, seigniorage fee, cess etc. except Goods Service Tax.

SP.23 **COMPLETION SCHEDULE**

Entire work to be completed within 3 (Three) months from the date of issuance of LOI/Order whichever is earlier.

SP.24 **VALIDITY OF OFFER**

The Tender submitted against this enquiry/tender documents shall remain valid for acceptance for a period of 90 days from the due date. **Contractor may be asked to extend the validity period if required.**

SP.25 TAXES AND DUTIES

The contractor should be registered with GST Authority. Contractor shall be exclusively responsible for payment of all Taxes, etc. (except Goods and Service Tax) that may be levied from time to time according to the Laws & Regulation now in force & also hereafter to be imposed, increased or modified from time to time. Nothing will be payable extra by the company in respect of any duties/taxes to be imposed on procurement of materials for execution of works contract.

SP.26 GOODS AND SERVICES TAX (GST)

- i) Without prejudice to stipulation in General Conditions of Contract, the quoted price shall be exclusive of **Goods and Services Tax**. The **GST** as legally leviable and payable by the bidder under the provisions of applicable law / act shall be paid extra by B&R as per bidder's Tax Invoice. Bidder shall quote their rates after considering the input tax credit on their input materials and services.
- ii) The contract is covered under works contract. **GST** under supply of services is applicable. The bidder should be registered with the **GST** authorities and the copy of registration certificate and last filed Monthly / Quarterly GSTR-3B return and GST clearance certificate shall be submitted along with bid documents (techno commercial). Bid without above documents shall be cancelled.
- iii) GST-TDS as applicable shall be deducted from GST invoices at the rates prescribed by law. TDS deducted by the company from the contractor's Tax Invoice shall be uploaded in GSTN portal and deposited the said TDS amount to the tax authority, which will be reflected in contractor's GSTN portal
- iv) The GST (i.e. SGST, CGST or IGST) amount shall be shown separately in Tax invoice and also submit the proper Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get input tax credit by B&R.

Bidder shall raise their tax invoices on regular intervals as per contract conditions and uploaded their supply invoice in GSTN portal through GSTR-1 return within due date (presently 11th) of next month. GST amount shall be paid to contractors after submission of GSTR-1 snapshot. If the ITC is not availed by B&R due to any reasons attributable to bidder (i.e mismatch in GSTR return, non-submission of GSTR-3B in time), the entire GST amount along with applicable interest shall be recovered from Bidder's Bill.

Special Note :

"All Contractors having registration in other states except Madhya Pradesh State shall raise their Tax Invoice by charging IGST only".

A. Bidder have to submit the following details of GST along with offer:

Company Name :
 Address :
 Pin Code :
 Mail ID :
 PAN :
 GSTN No. :
 SAC Code :
 State Code :

B. Details of Receiver / Billing Address:

-Company Name : Bridge & Roof Co. (I) Ltd.
 - Address : FLAT No- 401, Royal Home, 11/4 Manoram Ganj, Indore, Indore, Madhya Pradesh, Pin - 452001.
 - State Name : MADHYA PRADESH
 - State Code : 23
 -PAN : AABCB3166E
 - GST No. : GSTIN: 23AABCB3166E2ZB
 -CIN of Receiver : U27310WB1920GOI003601

SP-27**SECURITY DEPOSIT :**

5% (five percent) of the certified gross value of the bills will be deducted by cash and retained with the company towards security deposit for the due and faithful performance of the contractor's obligations under the Contract. The accumulated Security amount less the recoveries, if any, will be refunded & released to the contractor after expiry of the maintenance/guarantee/defect liability period of the works defined elsewhere in the tender. No interest shall be paid on security deposit

SP-28**RELEASE OF SECURITY DEPOSIT**

Soon after completion of work, all materials, items issued by company shall be returned and reconciled to the full satisfaction of the Engineer. The security deposit, to the extent due after making necessary adjustment if any, shall be refunded to the contractor without interest after expiry of defect liability period of the work.

SP-29**INCOME TAX :**

Income Tax will be deducted by cash at source from contractor's all bills as per Income Tax Act & Rules framed there under at such rates as may be applicable from time to time.

GST TDS @ 2% (two percent) will be deducted from your Invoice on Basic Order value i.e. on Landed Price before GST, under GST Law w.e.f. 01/10/2018 as per Govt. Notification No. 50/2018-Central Tax dated 13/09/2018 for supply of Taxable goods, TDS @ 1% each for CGST & SGST or 2% for IGST will be applicable except the exemption provision as stipulated in GST Law. Tax deducted at source will be deposited to the Govt. and TDS Certificate will be issued to the supplier as per the rules.

SP-30**IT-TDS**

Income Tax as applicable U/s. 194Q of the I.T. ACT will be deducted from your Gross Bill Value and TDS Certificate will be issued accordingly.

SP-31**Other taxes & Levies**

Any other taxes & duties (except GST) viz Entry Tax, Octroi, License, Deposit, Royalty, Stamp Duty, Other charges/Levies etc. prevailing / applicable on the date of opening of technical bid & any variation thereof during the tenure of the contract are in the scope of bidder. In case B&R is forced to pay any such taxes, B&R shall have the right to recover the same from the bidder either from Running Bills or otherwise as may fit.

SP-32**NEW LEVIES / TAXES**

In case Government imposed any new levy / tax after award of the work during the tenure of the contract, B&R shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of B&R that such new levy / tax is applicable to this contract.

SP-33**SUBLETTING OF WORK**

No part of the Contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation whatsoever without the prior consent in writing of the Company.

SP-34**SPLITTING OF WORK**

60% quantum of works to be awarded to L1 bidders and 40% to be awarded to L-2 bidders with the same rate(s) of L-1 bidders as same terms and condition.

SP-35 **INSURANCE**

The contractor shall at his own expenses carry and maintain, insurance with reputable insurance companies to the satisfaction of the company as follows :

I. Employees State Insurance Act :

The contractor agree to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employees State Insurance Act, 1948, and the contractor further agrees to defend, indemnify and hold Company harmless from any liability or penalty which may be imposed by the Central, State or Local Authority by reason of any asserted violation by contractor of the Employee State Act, 1948 and also from all claims suits or proceedings that may be brought against the company arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of the contractor by third parties or by Central or State Government authority or any political sub-division thereof.

The contractor agrees to filling, with the Employees State Insurance Corporation, the Declaration Forms and all forms which may be required in respect of the contractor's employees whose aggregate remuneration is Rs. 3000/= per month or less and who are employed in the work provided for or those covered by ESI Act under any amendment to the Act from time to time. The company shall deduct and secure the agreement of the contractor to deduct the employee's contribution as per the first schedule of the Employees State Insurance Act from wages and affix the Employee's contribution cards at wages payment intervals. The Company shall remit and secure the agreement of the contractor to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The contractor agrees to maintain all cards and records as required under the Act in respect of employees and the payments. Any expenses incurred for the contribution, making contribution of maintaining records shall be to the contractor's account.

The Company shall retain such sum as may necessary, from the total contract value until the contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid.

Special Note : The Contractor shall register them under Employee's State Insurance Act., 1948 and shall obtain ESI Registration within one month from the date of Issue of Letter of Intent and submit the copy of the same to the Engineer. The Contractor will strictly abide by the provisions of Employees State Insurance Act. The Contractor is bound to produce the relevant document in this regard like monthly ESI deposit challan supporting with wages sheet of workers etc. if applicable and / or as and when required by B&R

II. Workmen's Compensation and Employee's Liability Insurance :

Insurance shall be effected for all the contractor's employees engaged in the performance of this contract, to provide workmen's Compensation and Employer's Liability insurance for the employees if such employees are not covered under the contractors insurance.

III. Any other Insurance required under law or regulations :

Contractor shall carry and maintain all insurance which may be required under any law or regulation from time to time. He shall also carry and maintain any insurance which may be required by the Company.

IV. Automobile Liability Insurance

Contractor shall take out an Automobile Liability Insurance to cover all risks to Company for each of his vehicles plying on works of this contract and these insurance shall be valid for the total contract period. No extra payments will be made for this insurance. Company shall not be liable for any damage or loss not

made good by the Insurance Company, should such damage or loss result from unauthorized use of the vehicle.

BRIDGE & ROOF CO.(INDIA) LTD.

CONTINUATION SHEET NO. _____

Annexure-A2

Page No.9 of 10

SP-36 Employment of Local Labour and preference to land losers and / or dependent of land losers :

The Contractor shall ensure that local labour, skilled and / or unskilled, to the extent available shall be employed in this work. Special preference shall be given to persons and/or dependents of persons whose land has been acquired for the project work. In case of non-availability of suitable labour in any whose land has been acquired for the project work. In case of non-availability of suitable labour in any category out of the above persons, labour from outside may be employed.

The Contractor shall not recruit personnel of any category from among those who are already employed by the other agencies working at site but shall make maximum use of local labour available.

SP-37 Labour Relations :

A. In case of labour unrest / labour dispute arising out of non-implementation of any law the responsibility shall solely lie with the contractor and he shall remove / resolve the same satisfactorily at his cost and risk.

B. The contractor shall deploy only duly qualified and competent personnel for carrying out the various jobs as assigned by the Engineer-in-Charge from time to time. The workmen deployed by the contractor should also possess the necessary license etc. If required under any law rules and regulations.

SP-38 Safety / Security Regulations :

The works under this contract are to be carried out in areas within the plant limits adjacent or adjoining to an existing operating refinery. As such, the contractor and their employees and agents are required to abide by safety and security regulations of the company in force from time to time.

Contractor should maintain HSE Management system with assist by the Engineer-in-charge as desired by NTPC

SP-39 Additional Works / Extra works :

Company reserves their right to execute any additional works/extra works, during the execution of works, by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of work awarded to the contractor. In the event of such decisions taken by Company. Contractor is required to extend necessary cooperation, and act as per the instructions of Engineer-in-Charge. This is without prejudice to the rights of the Company to get the additional works/Extra works executed by the CONTRACTOR.

SP-40 Site Cleaning :

A. The contractor shall clean and keep clean the work site from time to time to the satisfaction of the Engineer-in-Charge for easy access to work site and to ensure safe passage, movement and working.

B. If the work involves dismantling of any existing structure in whole or part, care shall be taken to limit the dismantling up to the exact point and / or lines as directed by the Engineer-in-Charge and any damage caused to the existing structure beyond the said line or point shall be repaired and restored to the original condition at the cost and risk of contractor to the satisfaction of the Engineer-in-Charge, whose decision shall be final and binding upon the contractor.

C. The contractor shall dispose of the unserviceable materials, debris etc. outside the refinery complex at no extra cost to Owner, keeping owner indemnified of any liability and / or complaints from local authorities / Municipal Body. Metallic scrap shall be deposited to outside the plant area.

The quoted rates shall be inclusive of the above activities also. The contractor shall sort out, clear and stack the serviceable materials obtained from the dismantling / removal at places as directed by the Engineer-in-Charge.

BRIDGE & ROOF CO.(INDIA) LTD.

CONTINUATION SHEET NO. _____

Annexure-A2

Page No.10 of 10

D. No extra payment shall be paid on this account. The rates quoted in SOQR are deemed to be inclusive of all the costs towards all the above activities as well.

SP.41 **Payment of Wages :**

The contractor shall ensure payment of wages to all workmen employed by him in connection with work before the expiry of the 7th day after the last day of wage period in respect of which the wages are paid and ensure wages standard, period and provisions (including the provision of wages, privilege and facilities) for all workmen in this behalf, prescribed under the payment of wages Act, the contract labour (Regulation and Abolition) Act, 1970 and rules framed there under minimum wages Act and any other applicable law, rule or regulation in this behalf.

Special Note : The Contractor shall make payment to his workers and staff regularly. The Contractor must inform the company at least one day before of disbursement of monthly payment to his workers.

SP-42 **RIGHT OF COMPANY TO ACCEPT OR REJECT TENDER**

The right to accept or reject the tender will rest with the Company.

The Company, however, does not bind himself to accept the lowest tender and reserves to itself the authority to reject any or all tenders received without assigning any reason whatsoever.

SP-43 **PROVIDENT FUND**

The contractor undertakes to discharge his responsibility under the employees provident fund scheme 1995 as an immediate employer, for employees engaged or employed by him for execution of contracted work, or as the next immediate employer in case he has assigned the contract or it has entered into a subcontract agreements for the said works.

The Contractor undertakes that all employees, either employed by him, or by his sub-contractor, or permitted assigns, would be covered under the above scheme from the date of commencement of work. The contractor further undertakes to pay employee's contribution as well as employer's contribution at appropriate rate to the office of the regional provident fund commissioner within the stipulated time period for the same.

The contractor acknowledges the right of the company to recover, deduct or claim any amount which the company is required to pay.

Note : It shall be clearly understood by the bidder(s) that the Reinforcement and Shuttering work, shall be executed as per B&R's agreed time schedule with Owner. Deployment of manpower including increase, decrease, release, etc. shall be ensured by successful bidder according to such schedule and no payment towards such incidences including idling of resources shall be payable by the Company.

Special Note :_The Contractor shall register them under EPF Act 1952 as amended in 1997. The Contractor will strictly abide by the provisions of employees provident fund act. Contractor will remain bound to produce the relevant documents in this regard like monthly PF deposit challan supported with wages sheet of workers etc. to B&R every month.

**SCHEDULE OF QUANTITIES & RATES (SOQR)
(PRICE PART)**

ANNEXURE – A3

General Civil works for construction of Balance Permanent store cum office building in connection with "Main Plant and Offsite Civil Works Package of M/s NTPC Gadawara on labour contract package.

BR/50982/NTPC-GADARWARA/NIT/GCW/PS/LC/07

Date : 15.02.2024

Name of Bidder : _____

PREAMBLE TO SCHEDULE OF QUANTITIES & RATES – PRICE PART

- 1) The Schedule of Quantities & Rates shall be read with all other sections of this Bidding Document.
- 2) The Contractor is deemed to have studied the drawings, specifications and details of works to be done within the Schedule and should have acquainted himself of the conditions prevailing at site.
- 3) No claim shall be entertained during currency of this Contract towards any items Due to the above including where the contractor has quoted low / high rates.
- 4) Owner reserves the right to interpolate or extrapolate the rates for any new item of work not covered in Schedule of Quantities & Rates from the similar items already available in schedule of quantities & rates. All the works shall be measured upon completion and paid for at the rate quoted and accepted in the "Schedule of Quantities & Rates". In case any activity though specifically not covered in schedule of quantities & rates descriptions but the same is covered under scope of work / Scope of supply / specification / drawings, etc. no extra claim on this account shall be entertained, since Schedule of Quantities & Rates is to be read in conjunction with all other documents forming part of the Contract.
- 5) All items of work mentioned in the SOQR shall be carried out as per the specifications, drawings and instructions of Owner and the rates are deemed to be inclusive of labour, supervision, tools & tackles as per specification and conditions of the Contract.
- 6) The quantities shown against the various items are only approximate and may Be extended to final executed contract value is within the limited Plus (+) or Minus (-) 25% of awarded contract value.
- 7) Owner / Consultant reserves the right to cancel / delete / curtail any item or group of work if necessary. Such a step shall not be construed as reason for changing the rates.
- 8) The SOQR rates are deemed to be inclusive of all taxes & duties Royalties. Entry Tax, Octroi, levies, etc. except Goods Service Tax (GST).
- 9) Bidder shall indicate the ONE SINGLE PERCENTAGE on total intended value/Price in the "Summary of Prices" sheet, Bidder shall not change rate / amount indicated in "Schedule of Quantities & Rates".
- 10) Bidder shall furnish the details as requested below along with this Preamble to Schedule of Quantities & Rates, to be submitted along with their price offer.

Name of authorized person submitting the tender on behalf of the bidder(s)	
Designation of Authorized Person :	
Name of firm / Contractor :	
Address of Firm / Contractor :	
Date :	

BR/50982/NTPC-GADARWARA/NIT/GCW/PS/LC/07

Date : 15.02.2024

Name of Work : General Civil works for construction of Balance Permanent store cum office building in connection with "Main Plant and Offsite Civil Works Package of M/s NTPC Gadarwara on labour contract package.

SUMMARY OF PRICES – PRICE PART

	Description	Amount
1.	Total Intended Price / Amount	Rs.61,55,357.00
2	Single percentage (+ / - or at PAR) quoted on total intended Price /Amount for total work (applicable on all items of SOQR)	In figure _____ % In Words _____ percent (Ref Note1)
3	Total amount offered after considering the above percentage	(In fig) Rs. _____ (In words) Rupees _____ _____

NOTE :

The quoted prices shall be inclusive of all taxes & duties, ESIC, PF, BOCE cess, Gate Pass Formalities, Labour, their accommodation, fooding & Transportation, mobilization & demobilisation of manpower, etc. except Goods and Service Tax (GST).

**SCHEDULE OF QUANTITIES & RATES (SOQR)
(UNPRICE PART)**

ANNEXURE – A3

Annexure- A3

Page No.1 of 6

Name of Work : General Civil works for construction of Balance Permanent store cum office building in connection with "Main Plant and Offsite Civil Works Package of M/s NTPC Gadawara on labour contract package.

BR/50982/NTPC-GADARWARA/NIT/GCW/PS/LC/07

Date : 15.02.2024

Name of Bidder : _____

PREAMBLE TO SCHEDULE OF QUANTITIES & RATES – PRICE PART

- 1) The Schedule of Quantities & Rates shall be read with all other sections of this Bidding Document.
- 2) The Contractor is deemed to have studied the drawings, specifications and details of works to be done within the Schedule and should have acquainted himself of the conditions prevailing at site.
- 3) No claim shall be entertained during currency of this Contract towards any items Due to the above including where the contractor has quoted low / high rates.
- 4) Owner reserves the right to interpolate or extrapolate the rates for any new item of work not covered in Schedule of Quantities & Rates from the similar items already available in schedule of quantities & rates. All the works shall be measured upon completion and paid for at the rate quoted and accepted in the "Schedule of Quantities & Rates". In case any activity though specifically not covered in schedule of quantities & rates descriptions but the same is covered under scope of work / Scope of supply / specification / drawings, etc. no extra claim on this account shall be entertained, since Schedule of Quantities & Rates is to be read in conjunction with all other documents forming part of the Contract.
- 5) All items of work mentioned in the SOQR shall be carried out as per the specifications, drawings and instructions of Owner and the rates are deemed to be inclusive of labour, supervision, tools & tackles as per specification and conditions of the Contract.
- 6) The quantities shown against the various items are only approximate and may Be extended to final executed contract value is within the limited Plus (+) or Minus (-) 25% of awarded contract value.
- 7) Owner / Consultant reserves the right to cancel / delete / curtail any item or group of work if necessary. Such a step shall not be construed as reason for changing the rates.
- 8) The SOQR rates are deemed to be inclusive of all taxes & duties Royalties. Entry Tax, Octroi, levies, etc. except Goods Service Tax (GST).
- 9) Bidder shall indicate the ONE SINGLE PERCENTAGE on total intended value/Price in the "Summary of Prices" sheet, Bidder shall not change rate / amount indicated in "Schedule of Quantities & Rates".
- 10) Bidder shall furnish the details as requested below along with this Preamble to Schedule of Quantities & Rates, to be submitted along with their price offer.

Name of authorized person submitting the tender on behalf of the bidder(s)	
Designation of Authorized Person :	
Name of firm / Contractor :	
Address of Firm / Contractor :	
Date :	

BR/50982/NTPC-GADARWARA/NIT/GCW/PS/LC/07

Date : 15.02.2024

Name of Work : General Civil works for construction of Balance Permanent store cum office building in connection with "Main Plant and Offsite Civil Works Package of M/s NTPC Gadawara on labour contract package.

SUMMARY OF PRICES – PRICE PART

	Description	Amount
1.	Total Intended Price / Amount	Rs. 61,55,357.00
2	Single percentage (+ / - or at PAR) quoted on total intended Price /Amount for total work (applicable on all items of SOQR)	In figure _____ % In Words _____ percent (Ref Note1)
3	Total amount offered after considering the above percentage	(In fig) Rs. _____ (In words) Rupees _____ _____

NOTE :

The quoted prices shall be inclusive of all taxes & duties, ESIC, PF, BOCE cess, Gate Pass Formalities, Labour, their accommodation fooding & Transportation, mobilization & de-mobilisation of manpower, etc. except Goods and Service Tax (GST).

FORMAT FOR NO DEVIATION CERTIFICATE

FORMAT FOR NO DEVIATION CERTIFICATE

[To be submitted in Bidder's Letter Head]

To,
Deputy General Manager,
Bridge & Roof Co. (I) Ltd.,
NTPC , Gadarwara , Gangai

NIT no -BR/50982/NTPC-GADARWARA/NIT/GCW/PS/LC/07 Date : 15.02.2024

Sib: No Deviation for

Name of Work : General Civil works for construction of Balance Permanent store cum office building in connection with "Main Plant and Offsite Civil Works Package of M/s NTPC Gadarwara on labour contract package.

Dear Sir,

With reference to above this is to confirm that as per Tender conditions we have visited Sites before submission of our Offer and noted the job content and site condition etc. We also confirm that we have not changed/modified the tender documents as issued with above Notice Inviting Tender and in case of observance of the same at any stage if shall be treated as null and void.

We hereby also confirm that we have not taken any deviation from Tender Clause together with other reference as enumerated in the above referred Notice Inviting Tender and we hereby convey our unqualified acceptance to all terms & conditions as stipulated in the Tender Document.

In the event of observance of any deviation in any part or our offer at a later date whether implicit or explicit the deviations shall stand null and void.

Thanking you,

Yours faithfully,

(Signature, date & Seal of Authorized
representative of the Tenderer)

Techno-Commercial
Questionnaire Self
Declaration for
Litigation history,
liquidated
damages,
disqualification, etc

**TECHNO-COMMERCIAL QUESTIONNAIRE SELF DECLARATION
for Litigation history, liquidated damages, disqualification, etc**

Sl.No.	Query	Bidders Confirmation
1.	We confirm that we are not involved in any Litigation or Arbitration OR We confirm that the current litigation/arbitration in which we are involved will not have any impact in work being tendered or in entering into contract during the validity of offer and performing the contract till all contractual obligations under contract are performed.	
2	We confirm that we are not on Holiday/Negative List / Suspension list/Banning List of any Government Department/Public Sector undertaking on due date of submission of Bid.	
3	We confirm that we are not Banned or Delisted or Black Listed by any Government Department / Public Sector Under taking on due date of submission of Bid.	
4	We confirm that we are not under liquidate damage, court receivership or similar proceedings.	
5.	We confirm that we are not disqualify by any Government Department / Public Sector Under taking on due date of submission of Bid.	

For and on behalf of the Tenderer

“Sharing Land Border with India” Clause with “Make In India (Minimum local Content, margin of Purchase preference)” Clause in Appendix - I

PURCHASE PREFERENCE TO MAKE IN INDIA

In line with Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 04.06.2020 and subsequent orders issued by the respective Nodal Ministry, Govt. of India by way of providing purchase preference, B&R has implemented "Purchase Preference Policy". The "Purchase Preference" is applicable for the "Local Supplier" for the items / services covered in the tender subject to the following terms & conditions:

B&R reserves right to consider Local supplier (i.e. whose offered product or service meets the minimum local content of tender) in case, emerged L1 bidder is Non Local supplier & quoted prices of Local suppliers are in the bracket of L1 + 20% and if they agree to match with L1 prices as per the "Public Procurement (Preference to Make in India) order 2017 of GOI, Dept. of DIPP"

1. DEFINITIONS:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under said Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.

'L 1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "(Class-I local)supplier" may be above the L 1 price for the purpose of purchase preference.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

Works' means all works as per Rule 130 of GFR- 2017, and will also include turnkey works'.

2. ELIGIBILITY OF 'CLASS – I LOCAL SUPPLIER' / 'CLASS-II LOCAL SUPPLIER' / 'NON-LOCAL SUPPLIERS' FOR DIFFERENT TYPES OF PROCUREMENT

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) In procurement of all goods, services or works, not covered by 2(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) or GFR, 2017, Global Tender Enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier' as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global Tender Enquiry has been issued. In Global Tender Enquiries, Non-Local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3A. PURCHASE PREFERENCE

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to '**Class-I local supplier**' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurement of goods or works, which are covered by para 2(b) above and **which are divisible in nature**, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

(i) Among all qualified bids, the lowest bid will be termed as L 1. If L 1 is 'Class-I local supplier', the contract for full quantity will be awarded to L 1.

(ii) If L 1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier', will be invited to match the L 1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L 1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L 1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L 1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurement of goods or works, which are covered by para 2(b) above and **which are divisible in nature**, and in procurement or services where the bid is evaluated on price alone, the Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as "Non-local supplier", as per following procedure:

- (i) Among all qualified bids, the lowest bid will be termed as L 1. If L 1 is 'Class-I local supplier', the contract will be awarded to L 1.
- (ii) If L 1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to Class-I local supplier's quoted price failing within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L 1 price.
- (ii) In case the lowest eligible 'Class-I local supplier' fails to match L1 price, the 'Class -I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match L1 price and so on and contract shall be awarded accordingly, In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

3B. APPLICABILITY IN TENDERS WHERE CONTRACT IS TO BE AWARDED TO MULTIPLE BIDDERS:

In tenders where contract is awarded to multiple bidders subject to matching L1 rates or otherwise, the "Class-I local supplier" shall get purchase preference over 'Class-II local supplier' as well as "**Non-local Supplier**" as per following procedure:

- (a) In case there is sufficient local capacity and competition for the item to be procured as notified by the nodal Ministry, only Class-I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class-I local suppliers'.
- (b) In other cases, 'Class-I local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class-I local suppliers' as per provisions of this Order.
- (c) If 'Class-I local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class-I local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local suppliers' over 'Class-II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- (d) First purchase preference has to be given to the lowest quoting 'Class-I local suppliers', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local suppliers', does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local suppliers', failing within 20% margin of purchase preference, and so on.

1. EXEMPTION OF SMALL PURCHASE:

Procurements where the estimated value to be procured is less than Rs. 5.00 Lakh shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

2. MARGIN OF PURCHASE PREFERENCE:

The margin of purchase preference shall be **20%**.

3. VERIFICATION OF LOCAL CONTENT:

- (a) The 'Class-I local suppliers' / 'Class-II local suppliers' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local suppliers' / 'Class-II local suppliers'

In this connection, such bidders shall furnish following undertaking from the manufacturer(s) on Manufacturer's letter head along with their techno-commercial bid. The undertaking shall become a part of the contract:

"We _____ (Name of the Manufacturer) undertake that we meet the mandatory minimum Local content (LC) requirement i.e. _____ (to be filled as notified in the tender as well as the said policy) for claiming purchase preference linked with Local contents under the Govt. Policy against under tender No. _____.

- (b) In cases of procurement for value in excess of Rs. 10.00 crores, the 'Class-I local suppliers' / 'Class-II local suppliers' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost account or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

In this connection, such bidders shall furnish following undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor (as per the provisions of the aforesaid policy):

"We _____ the statutory auditor of M/s. _____ (name of the bidder) hereby certify that M/s. _____ (name of the manufacturer) meet the mandatory Local Content requirements of the Goods and /or Services i.e. _____ (to be filled as notified in the tender as well as the said policy) quoted vide offer No. _____ dated _____ against the tender no. _____ by M/s. _____ (Name of the bidder).

- (c) Local Suppliers must note that once the declaration / certification is committed by them at tender submission stage, the same cannot be altered at technical negotiation stage or after award of contract otherwise would be treated / considered as false declaration by bidder. If it is identified that the difference is in price receive & declaration made and local content is now not meeting the specified tender requirement (i.e. only on the quoted price without any loading) then such case is to be processed without any purchase preference as Non-Local Supplier.

4. IN CASE OF PARTICIPATION OF BIDDER FROM COUNTRIES WHICH SHARES A LAND BORDER WITH INDIA:

Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services / non consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority (As per OM dated 23.07.2020 issued by Ministry of Finance), relevant declaration format is enclosed as **Annexure-B**.

**COMPLIANCE CERTIFICATE REGARDING BIDDERS FROM COUNTRIES WHICH SHARES
A LAND BORDER WITH INDIA
(Submitted on Bidder's Letter Head)**

The bidder, (Name of the bidder) is not from a country which shares a land border with India;

(or)

The bidder, (Name of the bidder) is from a country, (Name of the Country) which shares a land border with India and are registered with the Competent Authority. Certificate of registration is attached with the bid;

(or)

The bidder, (Name of the bidder) is from a country, (Name of the Country) which shares a land border with India and Government of India has extended lines of credit or is engaged in developmental projects in this country, (Name of the Country) and hence do not require any separate registration for participation in this tender.

b. I have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached).

c. I have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub- contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be attached].

Details of Vendor's authorized representative

Signature:

Name:

Stamp:

Name of Work : General Civil works in connection with construction of ADM building for "Main Plant and Offsite Civil Works Package of M/s NTPC Gadawara Dis- Narsinghpur on Labour Contract Basis.

NIT no- BR/50982/NTPC-GADARWARA/NIT/GCW/PS/LC/07 Date : 15.02.2024

Si No	Item Description	Unit	Quantity	Rate	Amount
1.0	FORMWORK				
1.1	Making of ordinary straight shuttering boards made up of plywood, planks & battens, inclusive of supply of wire nails, necessary planing, chamfering, cutting and shaping to fit to required size all complete as directed by Engineer-in-charge.	Sq.M	350	75	26250
1.2	Fixing of smooth form work of steel plates or plywood backup planks, battens, etc. in true to lines and levels, supporting properly using props and or tie bolts for all types of structures at all levels and removing of shutters after concreting, shifting of the same to next location of work and applying shuttering oils before fixing etc. all complete.				
a)	Below Ground Level	Sq.M	100	228	22800
b)	Above G.L. upto 5m height	Sq.M	2000	285	570000
c)	Above 5m height	Sq.M	500	304	152000
1.3	Erection and dismantling of staging for formwork using scaffolding pipes and clamps/H Frame member / Cup lock arrangement including all tools and tackles, shifting of staging materials from store to work site, dismantling of staging on completion of work and returning it to store etc. Complete.	Cum	3000	30	90000
2.0	REINFORCEMENTWORK				
2.1	Straightening , cleaning , cutting , bending & placing in position of TMT bars for all RCC works at all levels & elevations including storing, carrying the reinforcement steel from stack yard to location of works i.e. within 100m , tying with binding wire including lap , chairs ,spacers, etc. including shifting and stacking the fabricated / straight bars in proper way as per tag , including stacking of scrap reinforcement steel at stack yard all complete as directed (Reinforcement Steel , Binding Wire shall be provided by company as free issue material).				
a)	Below Ground Level	MT	40	6270	250800
b)	Above Ground Level	MT	50	6840	342000
2.2	Inserts, Bolts& Embedments			0	0
a)	Fixing in position the Insert Plates at all levels, for all kind of works, including all labour, handling, transportation, setting material in concrete, welding, bolting, cutting, scaffolding, holding in position, returning all un used balance scrap materials to company's storage point. etc., all complete, as per specifications, drawings and instructions of the Engineer.	MT	0.5	3800	1900
b)	Fixing in position at proper alignment of MS foundation bolt/bolt assembly in concrete, along with nuts, lock nuts, anchor plates, stiffener plates, protection to treaded portion, up to and including 80 mm diameter and upto and including 3000 mm length, including all labour, handling, transportation, etc., all complete, as per specifications, drawings and instructions of the Engineer.	MT	0.5	5700	2850
c)	Fixing in position at all levels, mild steel / PVC pipes, for all kinds of works, including all labour, handling, transportation, setting material in concrete, layout, scaffolding, erection, embedding, holding in position, testing, etc., all complete, as per specifications, drawings and instructions of the Engineer.			0	0
i)	MS pipes of all diameters	Kg	20	6	120
ii)	PVC pipes of all diameter	Kg	25	11	275

Page 4 of 7					
2.0	CONCRETE WORKS				
	Pouring of PCC/RCC of any grade of ready mix batched at all levels, for all kinds of works, such as Building job-raft, column,beam,slab,mass concrete, lean concrete, bed blocks, mud-mat, grading, under bed, filling, screed concreting, paving, plinth protection, damp proof course, drains, gully chambers, trenches, as specified in any shape, position & thickness conveying, placing and compacting, protecting and curing, for all working conditions, etc and finishing the top surface rough or, smooth by deployment of requisite manpower etc. all complete as per specifications, drawings and as directed of the Engineer- in - Charge.				
2.1	For all level				
a.	By hand cart or head load.	Cum	100	333	33300
b.	By through Chute/direct from transit mixer.	Cum	1000	304	304000
c.	By pumping through static pump / boom placer.	Cum	350	257	89950
2.2	Feeding of raw materials such as coarse aggregates/ fine aggregates by engaging back hoe loader into concrete hopper for producing ready mix concrete by Company's concrete batching plant	Cum	1450	114	165300
3.0	Formation of Hard Stand				
	63 mm to 45 mm graded hard stone aggregate as per IRC specification for road and bridge, watering and compacting each layer (not exceeding 200 mm in thickness) to minimum of 85 % of original volume of stone stack including filling the interstices of stone				
a.	With Sand	Cum	10	108	1080
b.	With Soil	Cum	600	108	64800
4.0	CONCRETE PRECAST				
	Making and laying all types of pre-cast cement concrete units (plain or reinforced) of various concrete grade, in all kinds of works, like trench / floor covers, drain covers, fins, coping, fascia, lintel, chhajjas, wall panels, blocks for road edging, kerb block, separators, roof units, etc., at all levels, including all labour, handling, transportation, casting, compacting, curing, testing, rendering, exposed surface with cement sand mortar 1:3,handling, storing, trans-orting, for all leads and lifts, erection, setting in position with cement sand mortar 1:3, filling gaps between adjacent Pre-cast units with M-30 concrete or Cement Sand mortar 1:3, making of holes for bolts, / fixing/lifting, welding etc., all complete, as per specifications, drawings and instructions of the Engineer.	Cum	2	451	902

Page 5 of 7					
5.0	FIXING DOORS				
	Fixing in position with proper line & level of Fire Resistance Door / FLUSH DOOR /STEEL DOOR/STEEL FRAME at all levels with necessary frames including loading, unloading, handling, transportation of the same from B&R store to work site, necessary welding of hold fast with R/F Bar, Grouting / PCC of hold fast, fixing of anchor fastener etc. all complete as directed by Engineer-in-Charge.				
a	Flush Door all sizes.	Sqm	50	1354	67700
b	Steel Door (single & double leaf)	Sqm	25	812	20300
c	Steel frame	Rm	50	271	13550
6.00	BRICK MASONRY WORK :				
6.1	Laying in position brick masonry (with or without RCC band / reinforcement), with bricks of minimum crushing strength of 75 Kg/cm ² , at all levels, for all kinds of works, for all thicknesses including all labour, material, equipment, handling, transportation, etc., in Cement Sand mortar of specified proportion, mixing mortar, laying bricks, raking out joints, scaffolding, staging, curing, including making holes /opening of size upto 0.4 Sq. M., etc., all complete, as per specifications, drawings and instruction of the Engineer. (Reinforcement bars, cement required for execution of job shall be issued by B&R as FIM)				
a)	With fly ash lime bricks with 1:4 / 1:6 (1 Cement and 4 Sand) / (1 Cement and 6 Sand) mortar	Cum	20	713.00	14260
7.0	Laying cement sand plaster, as specified below in one or more layers, at all levels, for all types of masonry and / or concrete surfaces, (both interior and exterior) in all kinds of works (excluding grading under bed and lathe plaster) for skirting and dado, canopies, fins, fascia, ceiling slab, beams, columns, lintel, canopies, projections, stairs, landings, including forming groove of uniform size from 12mm x 12mm upto 20 mm x 15mm in plastered surface, as per approved pattern using wooden batton, all labour, handling, transportation, scaffolding, staging, surface preparation, handling, mixing, mortar, application, plastering, formation of drip course, on the ceiling of the exterior projected surface, finishing, curing, testing and dismantling of staging, etc. all complete as per specifications, drawings and instructions of the Engineer. (Cement required for execution of job shall be issued by B&R as FIM)				
7.1	18mm thick, using 1:3 / 1:6 cement : sand mortar, in two layers			0.00	0
i)	0 to 5 M	Sq.m	1500	219.00	328500
ii)	5 to 10 M	Sq.m	2500	238.00	595000
7.2	12mm thick, using 1:6 cement : sand mortar. In single layers in all heights	Sq.m	3000	166.00	498000
7.3	6mm thick, using 1:4 cement : sand mortar, in single layers in all heights.	Sq.m	500	143.00	71500

8.0	Laying of Autoclaved Aerated Concrete (AAC) block masonry using blocks having dimensions of 625mm x 250mm, thickness ranging from 100mm to 300mm. The jointing cement sand mortar in the composition of 1:6 (Cement : sand) shall be used with suitable plasticizer (optional) The horizontal and vertical joint thickness shall be approximately 10mm, In case of partition walls (100 mm / 150mm thick) the joint reinforcement i.e. 1 number of 6-8mm diameter bars shall be placed at every alternate course to be anchored properly with the main structure. All other structural requirements like stiffening of masonry, joint reinforcement, including scaffolding, staging, surface preparation, handling, mixing, mortar application and dismantling of staging, etc. in the AAC masonry work strictly be carried out as per instructions of Engineer-in-Charge (AAC Block, Sand, Cement & all other materials required for execution of job shall be issued by B&R as FIM)				
8.1	Minimum thickness of block 250mm				
i)	For wall portation	Cum	500	641.00	320500
ii)	For Rain water projection	Cum	200	713.00	142600
9.0	Laying of Screed cement Concrete of any grade with proper slope towards rain water outlet pipe on terrace of different buildings/ Main Power house with average thickness of 50mm including all labour, tools and tackles, laying compacting, curing etc. in all complete and as directed by Engineer.	Sqm	2600	57.00	148200

10.0	Concrete hardener tgopping on floor – with ordinary grey cement – minimum 38mm to 50mm thick (In situ) with metallic floor hardener in varied colours (Battle ship grey / Fresh Grey / Black / Seal Brown / Terra Cota / Tile Red) with cleaned and graded iron aggregate in a high strength cementious binder (Metallic hardener, grey cement, aggrergates & all other materials required for execution of job shall be issued by B&R as FTM)				
i)	Up to Ground level	Sq.M	2000	71	142000
ii)	Above Ground level	Sq.M	700	77	53900
11.0	Dismantling of brick/ Aerated Concrete Block masonry work, including making opening of any shape (round / square / rectangular / etc.,) and any size, for all types of structures, at all levels, including all labour, equipment, handling, transportation, removing mortar and cleaning bricks, stacking of serviceable material upto a lead of 1 Km. within the plant boundary, and / or using the same for filling within the plant boundary and compacting in layers to 85 % of the original volume, disposal of unserviceable material upto a lead of 2km. beyond the plant boundary, cutting of reinforcement, propping, shoring, enclosures, etc., all complete, as per specifications, drawings and instructions of the Engineer.	Cum	2	760	1520
12.0	Chipping of Cement Concrete work (both PCC and RCC), for all type of structures, at all levels, for making grooves, removing surface concrete etc., according to shapes, sizes and profiles as shown on the construction drawings, stacking of serviceable material upto a lead of 500 m, disposal of unserviceable material upto a lead of 2.00 Km. beyond the plant boundary or as directed by the Engineer, cutting of reinforcement, including all labour, staging, handling, transportation, propping and shoring, enclosures, etc., all complete, as per specifications, drawings and instructions of the Engineer.	Cu.DM	500	4	2000
13.00	Supplying and Providing tractor trolly with Driver and HSD to run the tractor trolly.	Day (8 Hrs Duty)	20	19000.00	380000
14.0	Loading,Transportation and unloading of cement by engaging tractor tolly from NTPC Cement Go- Down to B& R concrete batching plant and project site , stacking of cement bags in proper way as directed by Engineer- In - Charge.	Bag	15000	10	150000
15.0	Shifting of cement from B& R cement go-down to concrete batching palnt and unloading the same on cement hopper of batching plant in proper way as directed by Engineer - In - Charge.	Bag	15000	6	90000
16.0	Collecting of scrap reinforcement steel of various dia from B ANDR scrap yard and loading , transporting, unlaoding and stacking properly at NTPC Steel yard as directed by Engineer - In charge	MT	110	950	104500
17.00	Supply of manpower of different catagory for carrying out odd & misc job which are not covered under schedule of items listed above but required to carry out for completion of job including providing of hand tools and deployment as per direction of EIC				
i)	Office peon / Chowkider etc.	Month	16	9500.00	152000
ii)	Safety Supervisor	Month	6	23750.00	142500
iii)	Quality control helper	Month	6	14250	85500
iv)	Concrete Boom Placer Driver	Month	6	38000	228000
v)	Driver for Transit Mixer	Month	12	23750	285000