

NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED  
(A Government of India Enterprise)

ISO 9001:2000

Regd. Office: 30-31, Raja House, Nehru Place, New Delhi – 110 019

Corp. Office: Plot No. 67-68, Sector-25, Faridabad – 121 004

Zonal Office: 5, Kalayan Apartment, Ashok Vihar Colony, Pandri,  
Raipur – 492 004(CG)

[www.npcc.gov.in](http://www.npcc.gov.in)

SHORT TERM TENDER FOR

DESIGNING, SUPPLY, INSTALLATION & ERECTION OF  
107 FEET HIGH FLAG MAST INCLUDING CIVIL WORKS  
AT INDIRA GANDHI NATIONAL TRIBAL UNIVERSITY  
(IGNTU), AMARKANTAK, M.P.



VOLUME: I



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## VOLUME: I

- 1) Notice Inviting Tender
- 2) Corrigendum(s)/Addendum(s)
- 3) Pre-Qualification Documents
- 4) Special Condition of Contract
- 5) Forms

**NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED**  
 (A Government of India Enterprise)  
**CHHATTISGARH ZONE**  
 Ashok Vihar Colony, Pandri, Raipur – 492 004 (C.G.)  
 Tele-fax: 0771-4074482 WEBSITE: www.npcc.gov.in

## SHORT TERM NOTICE INVITING TENDER

NIT No.: 731003/IGNTU/544

Date: 20.07.2016

National projects Construction Corporation Limited (NPCC) invites sealed Lumpsum rate tender under two bid systems (One envelope for technical bid and other for financial bid) from the experienced and financially as well as technically sound agencies of National repute for the Designing, Supply, Installation & Erection of 107 Feet High Flag Mast Including Civil Works at Indira Gandhi National Tribal University (IGNTU), Amarkantak, M.P. as detailed below:

S. No.	Description	Package
1.	Name of Building / Work	Designing, Supply, Installation & Erection of 107 Feet High Flag Mast Including Civil Works at Indira Gandhi National Tribal University (IGNTU), Amarkantak, M.P.
2.	Completion time	01 (One) months including rainy season
3.	Approx. estimated cost	Rs. 11.44 Lakhs (Eleven Lakhs Fourty Four Thousand Rupees)
4.	Earnest money to be deposited in the form of DD/FDR/BG favour of NPCC Ltd. payable at Raipur. In case of BG it must be from Nationalized Bank only.	Rs. 22,000.00 (Twenty Two Thousand Rupees)
5.	Cost of Tender documents in the form of Demand Draft in favour of NPCC Ltd. Payable at Raipur	Rs. 5,000/- (Five Thousand only)
6.	Validity of Tender	120 days from date of submission of tender
7.	Sale of Tender Documents on any working day	20.07.2016 to 25.07.2016
8.	Receipt of Tenders at NPCC IGNTU Unit office (Indira Gandhi National Tribal University), Lalpur, Amarkantak MP	26.07.2016 up to 03:00 PM
9.	Opening of Technical bid and Price bid at NPCC IGNTU Unit office (Indira Gandhi National Tribal University), Lalpur, Amarkantak MP	26.07.2016 at 03:30 PM

## PRE-QUALIFICATION CRITERIA:

The intending Bidder should fulfill the following minimum pre-qualifying criteria

1. Turnover: Average Annual Financial Turnover on construction works during the last three years, ending 31<sup>st</sup> March of the previous financial year, should be at least 100% of the estimated cost.
2. Experience: Bidder should have the experience of completion of similar works during last 7 years ending last day of month previous to the one in which tenders are invited should be either of the following.
  - (a) Deleted
  - or
  - (b) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost,
  - or
  - (c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.
3. Similar works mean: Designing, Supply, Installation & Erection of High Flag Mast Including Civil Works at Central / State Govt. Departments / PSUs and/or Autonomous bodies.
4. Profitability: The applicant should be a profit (net) making firm and should not have incurred any loss in the last 2 (two) financial years or any three out of last five years ending 31<sup>st</sup> March, 2015 duly certified by Chartered Accountant.
5. EPF Registration: Bidder must have valid EPF/ PF registration.
6. Joint Venture: Joint Ventures are not permitted.
7. Bid Capacity: Agencies who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under: -  
$$\text{Assessed available bid capacity} = (A \times N \times 2) - B$$

N = Number of years rounded up to first decimal prescribed for completion of the subject contract.

A = Maximum value of works executed in anyone year during last five years (up dated to the price level of current financial year with percentage stated in the PQ document)

B = Value at current price level of existing commitments and on going works to be completed in the next 'N' years.
8. Credit Facility: Agency shall have Un-utilized credit facility amounting to 10% of Estimated cost (minimum) certified from Bank during this financial year i.e.2015-16.
9. NPCC reserve the right to reject any or all applications without assigning any reason thereof.

10. Request for Tender document: The application for issue of Tender Document is to be submitted along with the following documents without fail.
- 1) Cost of Tender document as per NIT.
  - 2) Copy of EPF/ PF Registration certificate
  - 3) Performance certificate in support of experience of similar works as per para 2.0 and 3.0 of NIT.
  - 4) Details of Turn over for last 5 years duly certified by Chartered Accountant along with Profit and loss Statement of each financial year.

The issuance of tender document on the basis of above documents does not mean the agency has been technically qualified. Hence agencies/bidders are advised to submit all the relevant documents / credentials required in tender for technical qualification along with their bid.

Tender documents for the above works can be had from the office of the Zonal Manager, 5 Kalyan Apartment, Ashok Vihar Colony, Pandri, Raipur – 492 004 on any working day between 11.00 A.M. to 4.00 P.M. The agencies fulfilling the requirements may submit the application along with the details / documents stated in para 10.0 of NIT to purchase the documents on payment (As specified in above table at S. no. 5 (Non refundable) by DD in favour of NPCC Limited, payable at Raipur. Tender documents will not be sent by post or courier.

Tender documents can be seen at our official website [www.npcc.gov.in](http://www.npcc.gov.in) which can also be downloaded and can be submitted. The agencies who wish to download the tender document from our website have require to deposit cost of tender document in form of DD/Bankers Cheques separately while submitting the tender. The envelope containing the cost of blank tender document should be kept separately and to be attached to envelope of technical bid so that before opening technical bid, the envelope containing cost of tender document can be verified. Agency who have downloaded and submitted the sealed tender without requisite cost of blank tender document shall be rejected out rightly.

Tender documents duly completed in all respect shall be received up to date & time as specified in above table at s. no. 8 at NPCC IGNTU Unit office (Indira Gandhi National Tribal University), Lalpur, Amarkantak MP and Technical bid shall be opened at date & time as specified in above table at s. no. 9 at NPCC IGNTU Unit office (Indira Gandhi National Tribal University), Lalpur, Amarkantak MP (place of submission of tender). Documents received after the stipulated date & time are liable to be summarily rejected.

Any corrigendum/addendum/errata in respect of the above tender shall be made available only at our official web site [www.npcc.gov.in](http://www.npcc.gov.in). No further press advertisement will be given. Hence prospective bidders are advised to visit NPCC web site regularly for above purpose.

Zonal Manager

## 1. Qualifying criteria

The intending Bidder should fulfill the following minimum pre-qualifying criteria:-

- i. Turnover: Average Annual Financial Turnover on construction works during the last three years, ending 31<sup>st</sup> March of the previous financial year, should be at least 100% of the estimated cost.
- ii. Experience: Bidder should have the experience of completion of similar works during last 7 years ending last day of month previous to the one in which tenders are invited should be either of the following.
  - a. Deleted
  - or
  - b. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost,
  - or
  - c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.
- iii. Similar works mean:

Designing, Supply, Installation & Erection of High Flag Mast Including Civil Works at Central / State Govt. Departments / PSUs and/or Autonomous bodies.
- iv. Profitability: The applicant should be a profit (net) making firm and Should not have incurred any loss in the last 2 (two) financial years or any three out of last five years ending 31<sup>st</sup> March, 2015 duly certified by Chartered Accountant.
- v. EPF Registration: Bidder must have valid EPF/ PF registration.
- vi. Joint Venture: Joint Ventures are not permitted.
- vii. Credit Facility: Agency shall have Un-utilized credit facility amounting to 10% of Estimated cost (minimum) certified from Bank during this financial year i.e. 2015-16.
- viii. The applicant must have adequate organizational setup as well as having sufficient number of experienced personnel, technical know-how, and infrastructure to complete the project well within time frame.
- ix. The applicant must have minimum three years experience preferably working with public sector enterprises / government / semi government organizations. Experience of Private sector shall be considered only on production of TDS certificate.

- x. NPCC is free to get documents verified and agency shall have no objection to it. In case if it is found at any stage that that the agency has made any false information will be disqualified and black listed.
- xi. Request for Tender document: The application for issue of Tender Document is to be submitted along with the following documents without fail.
- 1) Cost of Tender document as per NIT.
  - 2) Copy of EPF/ PF Registration certificate.
  - 3) Performance certificate in support of experience of similar works as per para 2.0 and 3.0 of NIT.
  - 4) Details of Turn over for last 5 years duly certified by Chartered Accountant along with Profit and loss Statement of each financial year.

1.1 Bid Capacity: Agencies who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:-

$$\text{Assessed available bid capacity} = (A \times N \times 2) - B$$

N = Number of years rounded up to first decimal prescribed for completion of the subject contract.

A = Maximum value of works executed in anyone year during last five years (up dated to the price level of current financial year with percentage stated in the PQ document)

B = Value at current price level of existing commitments and on going works to be completed in the next 'N' years.

- Note:** 1. The Bidder shall furnish statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works preferably countersigned by the Nodal officer or his nominee-in-charge in the format available in documents.
2. Financial Turn Over and cost of completed works of previous years shall be given weightage of 5% per annum (compounded) based on rupee value to bring them to previous financial year price level.

2. Instruction to bidders

2.1 Bidders are required to submit full bio-data giving details about their organization, experience, technical personnel & manpower available in their organization, Equipment holding, PF registration number from RPFC along with the copy of chalan in proof of deposit of EPF with in the period of last three months, Balance sheet and turnover details for last 5 years duly certified by CA, Litigation history

etc. in order to assess their financial and technical capabilities etc. in the enclosed forms which will be kept confidential.

- 2.2 While deciding upon the technical qualification of applicant great emphasis will be given on the ability and competence of applicants to do good quality works within the specified time schedule and in close coordination with other agencies.
- 2.3 Each page of the documents shall be signed by power of attorney holder or authorized signatory. The documents shall be signed by person(s) on behalf of the organization having necessary authorization/power of attorney to do so (certified copies to be enclosed).
- 2.4 If the space in the proforma is insufficient for furnishing full details, such information may be supplemented on separate sheets of paper, stating therein the part of the proforma and serial number. Separate sheets shall be used for each part. However, the format shall be as per proforma.
- 2.5 Applications containing false / incomplete and / or inadequate information are liable to be rejected. Also mere fulfillment of eligibility criteria does not guarantee for selection.
- 2.6 Clarification, if any required, may be obtained from the office of the Project Manager, NPCC IGNTU Unit office, Amarkantak (M.P.) Phone – 09691944511 , on any working day between 11.00 A.M. to 4.00 P.M.
- 2.7 Canvassing in any form in connection with pre-qualifications is strictly prohibited and the application of such persons/organizations who resort to canvassing will be liable to rejection.
- 2.8 Additional Requirement -

Even though the bidders meet the above qualifying criteria, they are liable to be disqualified if they have

- (a) Made misleading or false representation in the forms, statements and attachments in proof of the qualification requirements;
  - (b) Records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
  - (c) their business banned by any Central Govt. Department/Public Sector Undertakings or Enterprises of Central Govt.
  - (d) not submitted all the supporting documents or not furnished the relevant details as per the prescribed format.
- 2.9.1 A declaration to the above effect should be submitted as per Proforma-IX.



2.9.2 Bidder shall submit the general information about bidder as per Proforma No- III.

2.9.3 Bidder shall submit the list of major plant & machinery available with the firm as Proforma No.– IV.

## 2.10 Site Visit

- a. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility and cost all information that may be necessary for preparing the bid and entering into a contract for construction of the Works.
- b. The bidder and any of its personnel or agents will be granted permission by the Employer/Owner to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents, will release and
- c. Indemnify the Employer/Owner and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- d. Before submitting a Bid, the Bidder shall be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates entered in the Price Bid document are adequate and all inclusive for the completion of work to the entire satisfaction of the Employer/Owner.

## 2.11 Bid Opening

2.11.1 Bids will be opened at the address mentioned in “Notice inviting Tender” in presence of Bidders or authorized representatives of Bidders who wish to attend the opening of Bids.

2.11.2 The Price bid shall be opened on the date and time, which will be intimated later on to the technically qualified bidders. NPCC will not be responsible for any postal delay or loss of communication. NPCC will try to give intimation through available phone no. and E-mail ID.

## 2.12 Process to be Confidential

2.12.1 Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for bid shall not be disclosed to bidders or any other persons not officially concerned with such process until the process is finalised.

## 2.13 Examination of Bids and Determination of Responsiveness

2.13.1 The Employer shall examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order, and all documents as per Tender document have been submitted.

2.13.2 Prior to the detailed evaluation, Employer shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the Tender documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the documents as specified in the Tender document without material deviations, objections, Conditionality or reservation. A material deviation, objection, conditionality or reservation is one;

a) That affects in any substantial way the scope, quality or performance of the contract.

b) That limits in any substantial way, inconsistent with the bidding documents, the Employers' rights or the successful Bidder's obligations under the Tender document or

c) Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

2.13.3 If a bid is determined to be not substantially responsive, the Employer shall reject the bid.

## 3. MODE OF SUBMISSION

The tender should be submitted in 2 Envelope system.

3.1 The Envelope No.1 TECHNICAL BID will contain the requisite EMD in INR {as per NIT} in the form of DD/FDR/Bank Guarantee in favour of NPCC Limited payable at Raipur (in case of BG it must be issued from nationalized / scheduled bank as per list annexed only) and the unconditional acceptance letter on the letterhead in respect of the tender conditions as per proforma available in the tender document. The EMD shall be valid for 150 days from the date of submission of tender. The EMD in any other form shall not be accepted. This envelope No. 1 will also contain the tender document (without Price Bid) duly signed without any conditions. This shall contain all information asked vide condition no. 1.1 and Conditional tenders shall be treated as non-responsive and rejected.

The Envelope No.2 Price BID will contain the unconditional Price Bid duly signed by authorized signatory.

Both the Envelopes shall be sealed separately and shall be marked/written respectively as Technical Bid and Price Bid. These 2 sealed envelopes shall be submitted in an outer sealed envelope clearly mentioning the name of work for which the tender is offered.

The Envelope No. 1 shall be opened on its due date & time in presence of the bidders or their representatives who wish to be present. On verification of the Envelope No.1 contents as detailed above, the envelope no. 2 of qualified bidders will be opened on the date intimated separately. Conditional tenders will be summarily rejected.

If the contents/requirements of the envelope No.1 are not found in order, the envelope No. 2 shall not be opened and offer of that bidder will be rejected.

The rates for the items are to be quoted both in words & figures in the BOQ enclosed. The rates in words shall supersede the rates in figures and shall be treated as the final rates quoted.

All envelopes / packets shall be individually sealed as well as marked as given below and kept in an outer envelope marked as :

{ Name & Description of work as mentioned in NIT }

NIT No :

Due on :

From (Name of the Company)

The envelope thus sealed shall be submitted at the place of submission of tender before the stipulated time and date fixed for receipt of tender. The tenders received on or after the stipulated time and date of tender receipt shall not be considered as well as the same shall be returned to the tenderer unopened. NPCC shall not be responsible for any kind of communication delays whatsoever may be. Each and every envelope is to be addressed to the Zonal Manager, 5 Kalyan Apartment, Ashok Vihar Colony, Pandri Raipur, -492 004(CG)

3.2 Once the bidder has given an unconditional acceptance to the terms and contract conditions, bidder will not be permitted to put any remark(s)/conditions(s) (except unconditional rebate on price quoted, if any) in/along with the tender document.

3.3 In case the conditions 3.2 mentioned above is found violated at any time after opening of tender, the tender shall be summarily rejected and NPCC shall, without prejudice to any other right remedy, be at liberty to forfeit the Earnest Money Deposit as specified above.

#### 4. EARNEST MONEY DEPOSIT :

The agency has to submit the requisite EMD as mentioned in NIT. Tenders Received without EMD will be treated as non responsive and summarily rejected.

5. NPCC reserves the right to reject any or all the tenders in part or full without assigning any reason whatsoever thereof. NPCC does not bind itself to accept the lowest tender. NPCC also reserves the right to split up the work among two or more agencies.

#### 6. QUOTING OF RATES & AMOUNTS:

- 6.1 The tenderers should quote in figures as well in words the rates and amounts tenders by them. The amount for each item should be worked out and the requisite totals and page totals be given.
- 6.2 Special care should be taken to write the rates and amounts in figures as well in words in such a way that any alteration is not possible. The total amount should be written both in figures and in words. In case of figures; the word 'Rs.' Should be written before the figure of Rupees and word 'P' after the decimal figure e.g. Rs. 2.15p. Rs. 2.15 shall be written as Rupees two and fifteen paisa only. Unless the rate/amount is in whole Rupees it should invariably be up to two decimal places. While quoting the rates in Bill of quantities, the word "only" should be written closely following the amount and it should not be written in the next line.
- 6.3 Over writing should be avoided, in case of any correction/alteration is required, same should be cross and re-written neatly duly signed with company seal.
- 6.4 In case of any discrepancy between the rates/percentage quoted in figures and words, , then the rate/percentage quoted by the contractor in words shall be taken as correct.
7. The tenders shall be strictly as per the conditions of contract. Tenders with any additional condition(s)/modifications shall be rejected.
8. The witnesses to the Tender/Contract Agreement shall be other than the tenderer/ tenderers competing for this work and must indicate full name, address, status/occupation with dated signatures.
9. The tenders for works shall remain open for acceptance for a period of 120(One hundred twenty) days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or makes any modification in terms and conditions of the tender to his benefit which are not acceptable to NPCC then NPCC shall without prejudice to any other right or remedy, be at liberty to forfeit the EMD.
10. The acceptance of tender will rest with NPCC who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning any reason thereof. Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
11. Canvassing whether directly or indirectly in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
12. PERFORMANCE GUARANTEE:-

Within 15 days from the date of issue of LOA / LOI, the tenderer shall submit Performance Guarantee amounting to 5% (Five percent) of the awarded value of

work in the form of Demand Draft/fixed deposit in favour of NPCC LTD. or Bank Guarantee from the Nationalized /Scheduled Bank (as per list enclosed) of equivalent value valid for a period of completion plus three months. No interest will be paid under any circumstances. on receipt of the performance guarantee in the form of DD/FDR/BG, the EMD will be refunded.

13. SECURITY DEPOSIT:-

The security deposit will be deducted from the successful contractor at the rate of 10% from the Gross value of each R/A bills till it reaches 5% of the contract value. No interest will be paid on the Security Deposit under any circumstances. The total security deposit will be refunded only after expiry of defect liability period. However after successful completion of work ,50% of the security deposit can be released against bank guarantee from the Nationalized / Scheduled Bank (as per list enclosed) as per approved format.

14. On acceptance of tender, the name of the authorized representative(s) of the contractor who would be responsible for taking instructions from Engineer-in-charge or his authorized representative shall be intimated by the contractor within 07 days from the date of issue of telegram/letter/telex/fax of intents by NPCC.

15. The tenderer shall not be permitted to tender for works if his near relative is posted as an Accountant or an Assistant Engineer or any higher ranks in the project office or concerned Zonal office of the NPCC. The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any of the officers in NPCC. Any breach of this condition by the tenderer would render him liable to the withdrawal of the work awarded to him and forfeit of Earnest Money and Security Deposit. This may also debar the contractor from tendering for future works under NPCC.

16. Sales tax/VAT or any other tax on materials as also the Turnover Tax, Work Contract Tax, Construction cess or similar, if any, in respect of contract shall be payable by the contractor and NPCC will not entertain any claim whatsoever, on such grounds. In the event of non payment/default in payment of any octroi, royalty, cess, turnover tax, sales tax, including the purchase tax, consignment tax, work contract tax or any labour dues and E.P.F. etc. by contractor/supplier, the NPCC reserves the right to with-hold the dues/payments of contractor and make payment to local / state/ Central Government authorities or to labours as may be applicable. The contractor should submit along with the tender, the Registration Certificates with sales tax on works contract authority and EPF Authorities other wise appropriate recovery shall be made from his bills.

17. Tenderer should quote all prices, including the liability of taxes etc covered under Clause 16.0 or any other levy as applicable in the respective state.

18. The tenderer shall be deemed to have gone through the various conditions and clauses of the tender and visited the site before quoting their rates, once they make an offer for this work. No claim shall be entertained on this account.

19. The drawings for the work are available with the Project Manager, Pachmarhi Works c/o IGNTU Unit, IGNTU Campus, Lalpur, Amarkantak which can be viewed on any working day between 10 AM to 4 PM.
20. Tenderer can purchase the tender documents from any of the offices mentioned in NIT. However, the documents can be viewed on our website [www.npcc.gov.in](http://www.npcc.gov.in).
21. ESCALATION/PRICE VARIATION:
  - 21.1 There will be no escalation on account of any increase in price index in the price of materials or labours, imposition of sales tax or enactment of any new law or imposition of levies etc. No price escalation shall be applicable even during the extended period for completing the works. No extra claim in this regard will be entertained.
22. NPCC reserves its right to accept or reject any or all tenders without assigning any reason thereof.
23. Details of documents to be submitted: Following documents are to be submitted with Technical bid (Envelop No. 1) duly supported with credentials/certificates as directed in the respective proforma.



Designing, Supply, Installation & Erection  
of 107 Feet High Flag Mast  
Including Civil Works  
at Indira Gandhi National Tribal  
University (IGNTU), Amarkantak, M.P.

S.No.	Details	Proforma No.	To be executed on
1.	Acceptance of Tender Conditions	PROFORMA- I	Tenderer's letter head
2.	Form of Tender	PROFORMA- II	Tenderer's letter head
3.	General Information	PROFORMA - III	
4.	List of Major Plant and Machinery in Possession of the Firm	PROFORMA - IV	
5.	Annual Turn Over For The Last Five Years	PROFORMA-V	
6.	Details of the Similar Works Completed in Last Five Years	PROFORMA-VI	
7.	Certificate of Credit Facility	PROFORMA -VII	Banker's letter Head
8.	Details of on-going/existing works	PROFORMA-VIII	
9.	Past contractual performance	PROFORMA – IX	On Non-judicial stamp paper of value not less than Rs. 10/-



PROFORMA- I

(On the letter head of the Tenderer)

To,

The Zonal Manager,  
NPCC Limited.  
5 Kalyan Appartment,  
Ashok Vihar Colony,  
Pandri Raipur, -492 004(CG)

Sir

### ACCEPTANCE OF TENDER CONDITIONS

The tender documents for the work "Designing, Supply, Installation & Erection of 107 Feet High Flag Mast Including Civil Works at Indira Gandhi National Tribal University (IGNTU), Amarkantak, M.P." been sold to me/us by National Project Construction Corporation Limited and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.

1. The contents of clause 3.2 and 3.3 of the Tender documents (Instructions to Tenderer) have been noted wherein it is clarified that after unconditionally accepting the tender condition in its entirety, it is not permissible to put any remark(s)/conditions(s) (except unconditional rebate on price, if any) in the tender enclosed in "Envelope-2 and the same has been followed in the present case. In case this provision of the tender is found violated at any time after opening of the Envelope 2, I/we agree that the tender shall be summarily rejected and NPCC shall, without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money absolutely.
2. The required earnest money for this work is enclosed herewith.
3. If I/we will not fulfill the minimum qualifying criteria of the tender I/we not lodge any claim for opening of envelope 2 of the tender.

Yours faithfully,

(Signature of the tenderer)  
With rubber stamp

Dated : \_\_\_\_\_



PROFORMA- II

FORM OF TENDER  
(On the letterhead of the Tenderer)

To  
The Zonal Manager,  
NPCC Limited.  
5 Kalyan Appartment,  
Ashok Vihar Colony,  
Pandri Raipur,-492 004(CG)

1. I/We, \_\_\_\_\_ [Name and address of the Bidder]\_\_\_\_\_ have read the various terms and conditions of the Bid documents together with Addendum no(s)/Errata no(s) attached here with duly signed by me/us and agree to abide by the same.
2. I/We hereby declare that we are aware of the site of work and have made ourselves fully conversant of the conditions therein and including the topography of area, soil strata at site of work, sources and availability of construction materials, rates of construction materials, water, electricity, all local taxes, royalties, octrois etc., availability of local labour (both skilled and unskilled), relevant labour rates and labour laws, the existing road and approaches to the site of work, requirements for further service roads / approaches to be constructed by me / us, the availability and rates of private land etc. that may be required by me / us for various purposes, climatic conditions, law and order situation and availability of working days.
3. I/We hereby tender for execution of "Designing, Supply, Installation & Erection of 107 Feet High Flag Mast Including Civil Works at Indira Gandhi National Tribal University (IGNTU), Amarkantak, M.P." as per tender documents within the time schedule of completion of work as per separately signed and accepted rates in the bill of quantities quoted by me/us for the whole work in the accordance with the Notice Inviting Tenders, conditions of Contract. Specifications of materials and workmanship, bill of quantities. Drawings, time schedule of completion of jobs and other documents and papers, all as in tender documents.
4. It has been explained to me/ us that the time stipulated for jobs and completion of works in all respects and in different stages mentioned in the "Time schedule for Completion of jobs and signed and accepted by me/us is the essence of the contract. I/We agree that in case of failure on my/our part to strictly observe the time of completion mentioned for jobs or any of them and the final completion of works in all respects according to the schedule sat out in the said "Time Schedule for completion of stipulations contained in the contract the recovery being made as specified therein. In exceptional circumstances extensions of time which shall always being in writing way, however be granted by the NPCC at its entire discretion for some items and I/we agree that such extension of time

will not be counted for the final completion of work as stipulated in the said  
"Time Schedule of Completion of jobs."

5. I/we agree to pay the earnest Money deposit, performance guarantee and Security Deposit and accept the terms and condition as laid down in the memorandum below in this respect.

#### MEMORANDUM

S.No.	Description	GCC Clause No.	Values/Description to be applicable for relevant clause(s)
1.	Name of Work		Designing, Supply, Installation & Erection of 107 Feet High Flag Mast Including Civil Works at Indira Gandhi National Tribal University (IGNTU), Amarkantak, M.P.
2.	Client/Owner		Indira Gandhi National Tribal University
3.	Type of Tender		Lumpsum rate
4.	Earnest Money deposit	As per NIT	Rs. 22,000.00 (Twenty Two Thousand Rupees)
5.	Estimated Cost	As per NIT	Rs. 11.44 Lakhs (Eleven Lakhs Fourty Four Thousand Rupees)
6.	Time for completion	As per NIT	01 (One) months including rainy season
7.	Mobilization Advance	8.0	Deleted
8.	Interest rate on Mobilization Advance	8.0	Not Applicable
9.	Schedule of Rates applicable	46.0	Refer clause No. 46 of GCC in conjunctions with BOQ - CPWD DSR 2014 for Civil Works
10.	Validity of Tender	4.0	120 (One hundred twenty) days
11.	Performance Guarantee	9.0	5% of contract value to be submitted within 15 days from the date of issue of LOI valid up to 90 days after the stipulated date of completion of contract i.e.12 months plus 90 days.
12.	Security deposit/ Retention Money	10.0	To be deducted @ 10% of each RA bill and will be restricted upto 5% of the contract value.
13.	Time allowed for starting the work	43.0	Date of start of contract shall be reckoned 10 days after the date of issue of letter/FAX/E-mail of intent/acceptance of tender.
14.	Defect liability period	74.0	12 (Twelve) Months from the date of handing over of works to Owner/NPCC.

6. Should this tender be accepted, I/We agree to abide by and fulfill all terms and conditions referred to above and in default thereof, to forfeit, and pay NPCC or its



successors or its authorized nominees such sums of money as are stipulated in the notice inviting tender documents.

7. If I/We fail to commence the work immediately on issue of LOI, or I/We fail to submit the Performance guarantee as per Clause 09 of General conditions of contract I/We agree that NPCC shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money deposited with NPCC besides any other action as per terms of registration with NPCC. The NPCC shall also be at liberty to cancel the notice of acceptance of tender if we fail to deposit the performance guarantee as contained elsewhere in the tender documents.

8. I/We are also enclosing herewith the Acceptance letter on the prescribed pro-forma as referred to in condition of NIT.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

SIGNATURE OF TENDERER  
NAME IN CAPITAL LETTERS \_\_\_\_\_  
ADDRESS \_\_\_\_\_

TELEPHONE & FAX NO. \_\_\_\_\_

E-mail ID \_\_\_\_\_

SEAL OF TENDERER

WITNESS

OCCUPATION. \_\_\_\_\_



GENERAL INFORMATION

All individual firms and each partner of a joint venture participating in this Bid are requested to complete the information in this form.

1	Name of Bidder	
2	Head Office Address	
	Tel. No	
	Mobile no.	
	Fax No	
	E-mail address	
3	Address on which Correspondence should be done	
	Tel. No	
	Mobile no.	
	Fax No	
	E-mail address	
4	Place of incorporation / registration	
5	Legal status of the applicant (attach copies of original documents defining the legal status)	
i)	Specify, if the bidder is	
	a) An individual	
	b) A proprietary firm	
	c) A firm in partnership	
	d) A Limited Company or Corporation	
	e) A group of firms / joint venture (if yes, give complete information in respect of each member)	N.A.
ii)	Attach a copy of Proprietorship or Partnership Deed or Article of Association or Incorporation of Company or JV Agreement as the case may be	
6	Name of Proprietor / Partners / Directors with their addresses, Mobile & Telephone numbers, Fax no., E-mail address.	
7	Designation of individuals authorized to act for the organization with the address, Mobile & Telephone numbers, Fax, E-mail address. (Enclose legal Power of Attorney).	
8	Was the applicant ever required to suspend any construction for a period of more than six months continuously after commencement of the construction? If	



	so, give the name of the project & reasons of suspension of work.		
9	Has the applicant of any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.		
10	Has the applicant, or any constituent partner in case of partnership firm ever been debarred / black listed for tendering in any organization at any time? If so, give details.		
11	Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of Law? If so, give details.		
12	Bank solvency		
13	Turn Over / Net Profit for the years given below	Turn Over in Lakhs	Profit in Lakhs
	2010-11		
	2011-12		
	2012-13		
	2013-14		
	2014-15		
14	Other details: (Copies to be enclosed)		
	a) EPF No. valid up to:		
	b) Sales Tax No. valid up to		
	c) Clearance of sales Tax up to		
	d) PAN No.		
	e) Service tax registration No.		
15	Give particulars of registration with Govt. / Semi Govt. / Public Sector Undertakings / Local Bodies.		

Note: Use separate sheets for providing more information if any.

Date & Place  
applicant

Signature & seal of the



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PROFORMA - IV

List of major Plant and Machinery in possession of the firm

S.No.	Name of Plant & Machinery/equipment	Available Owned	*Other than col. No. C
A	B	C	D
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			

Signature & seal of the applicant

Date & Place

Note:

\* In case of any arrangement for getting the equipment on lease, etc., authenticated proof of the same is to be submitted.

\*\* Use separate sheets for providing more information.



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PROFORMA-V

Date: \_\_\_\_\_

ANNUAL TURN OVER FOR THE LAST FIVE YEARS				
S. No.	YEAR	Turnover from Engineering construction works (Rs in lacs )	Net Profit (In Rs lacs )	Remarks (if any)
1	Five Previous financial years			
2				
3				
4				
5				

Note:

- 1 The bidder shall submit the attested copies of the audited balance sheets along with Profit and loss statements and Auditors report and schedules duly certified by the bidder and Chartered Accountant. Certificate from the Chartered Accountant, wherever the Annual Turnover is Certified for the relevant financial year in which the minimum criteria of Annual Turnover is satisfied should also be submitted.



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PROFORMA-VI

DETAILS OF THE SIMILAR WORKS COMPLETED IN LAST FIVE YEARS

S. No.	Description of the Work with Contract No.	Name and address of the Employer with Contact No.	Date of award	Stipulated date of completion	Date of actual completion	Value of completed work (In Rs lacs)	Reasons for delays, penalty if any	Any other relevant information
1								
2								
3								
4								
5								
6								

Note:

1. The Bidder shall submit the attested Copies of the Completion Certificates from the Client.
2. The value of work executed should be inclusive of the value of free supply items.





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PROFORMA - VII

Certificate of Credit Facility  
(On Banker's letter Head)

This is to certify that M/s \_\_\_\_\_, is a reputed firm/company with a good financial standing.

The firm/company is enjoying a fund based credit facility of Rs \_\_\_\_\_ to meet its working capital requirements.

Signature  
Name  
Designation  
Address of Bank

BANK'S SEAL

NOTE: The above certificate shall be from RBI scheduled Bank.

**DETAILS OF ON-GOING / EXISTING WORKS**

S. No.	Description of the Work with Contract No.	Name and address of the Employer	Date of award	Stipulated date of completion	Value of work as per order (In Rs. lacs )	Value of work completed so far (In Rs. lacs )	Anticipated date of completion of work	Any other relevant information
1								
2								
3								
4								
5								
6								
7								
8								
9								

Note:-

The copies of certificates of ongoing-awarded works issued by the owner shall be attached.

Only those works shall be considered for evaluation for which copies of the certificates issued by the owner are attached.

### PAST CONTRACTUAL PERFORMANCE

(Affidavit on non-judicial stamp paper of Rs 10/- duly attested by  
Notary/Magistrate)

This is to certify that We, M/s \_\_\_\_\_ [Name of the  
Bidder with address], in submission of the Bid,  
\_\_\_\_\_ [Name of Bid with Bid no.]

- i) have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements;
- ii) do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.;
- iii) have never been banned by any Central / State Govt. Departments / Public Sector Undertakings or Enterprises of Central/State Govt. ;
- iv) have submitted all the supporting documents and furnished the relevant details as per the prescribed format.; and
- v) have submitted all the information and the requisite documents with the Bid and further certify that we are fully responsible for the correctness of the information and documents submitted by us.

SIGNATURE OF THE BIDDER

SEAL

Note:

Exceptions of the above, if any, shall be clearly mentioned with details by the bidder for evaluation / consideration if any.

VOLUME-1

**FORMS**

## LABOUR BOARD

S. No.	Description	
1.	Name of work	
2.	Name of Contractor	
3.	Address of Contractor	
4.	Name and Address of Unit	
5.	Name of Labour Enforcement Officer	
6.	Address of Labour Enforcement Officer	
7.	Date:	

S. No	Category	Minimum Wages fixed	Actual Wages fixed	Numbers present	Remarks

Weekly Holiday	
Wage Period	
Date of Payment of wages	
Working hours	
Rest interval	

**FORM 13**

**See rule 75**

**REGISTER OF WORKMEN EMPLOYED BY CONTRACTOR**

Sl.No.	Description	
	Name and Address of Contractor	
	Name and Address of Establishment in/ under which contract is carried on	
	Nature and location of work	
	Name & Address of Principal Employer	
1	Sl. No.	
2.	Name and surname of workman	
3.	Age & sex	
4.	Father's/ Husbands Name	
5.	Nature of employment / designation	
6.	Permanent home address of the workman (village and Taluk and District)	
7.	Local address	
8.	Date of commencement of employment	
9.	Signature or thumb impressions of the workman	
10.	Date of termination of employment	
11.	Reasons for termination	
12.	Remarks	



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**Appendix – 'C'**

**FORM XVI**

**(See Rule 78(2) (193))**

## **MUSTER ROLL**

<b>SL.No.</b>	<b>Description</b>	
	Name and address of contractor	
	Name and address of establishment in/under	
	which contract is carried on	
	Nature and location of work	
	Name and Address of Principal Employer	
	For the month / fortnight	
1.	S. No.	
2.	Name of the workman	
3.	Sex	
4.	Father's/Husband's Name	
5.	Dates (1, 2, 3, 4, 5, -----12, 13, 14, 15)	
6.	Remarks	

Sig. of bidder

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NPCC Ltd.

**Appendix – ‘D’**

**FORM XVII**

**[See Rule 78(2) (03)]**

**REGISTER OF WAGES**

	Name and address of contractor	
	Name and address of establishment in/under which contract is carried on	
	Nature and location of work	
	Name and Address of Principal Employer	
	Wage period: per month/ fortnightly	
1	Sl. No.	
2	Name of Workman	
3	Serial No. in the register of workman	
4	Designation /nature of work done	
5	Nos. of days worked	
6	Units of work done	
7	Daily rate of wages/ piece rate	
8	Basic rate of Wages	
9	Dearness allowance	
10	Overtime	
11	Other cash payments (Nature of payments to be indicated)	
12	Total	
13	Deduction if any (indicate nature)	
14	Net amount paid	
15	15. Signature thumb impression of the workman	
16	Initials of contractor or his representatives	16.

**Appendix – ‘E’**





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**FORM XIX**

[SEE RULE 78 (2) (B) ]

**W A G E S L I P**

	Name and address of contractor	
	Name and Father's/Husband's Name of workman	
	Nature and location of work	
	For the Week/Fortnight/Month ending	
1	No. of days worked	
2	No. of Units worked in case of piece rate works	
3	Rate of daily wages/piece rate	
4	Amount of overtime wages	
5	Gross wages payable	
6	Deductions if any	
7	Net amount of wages paid	
	Sign of the Contractor	
	Received the sum of Rs.----- towards my wages for the above period.	

Sign.of workman: -----



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**Appendix – 'E'**

**WAGE CARD**

Wage Card No. &	Date of Issue
	Month/Fortnight
Name and address of Contractor	
Nature of work with location	Designation
Name of workman	

**Rate of Wages**

Dates	Morning	Evening	Rate	Amount	Initials
1	2	3	4	5	6

Received from the sum of Rs. on account of my wagon.

Signature

The wage card is valid for one month from the date of issue.

Sig. of bidder

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NPCC Ltd.

**Appendix – 'F'**

**FORM XIV**

**(See Rule 76)**

**EMPLOYMENT CARD**

Sl.No.	Description	
	Name and address of contractor	
	Name and address of establishment under which the contract is carried out	
	Nature and location of work	
	Name and address of Principal Employer	
1	Name of the workman	
2	Sl.No in the register of workman employed	
3	Nature of Employment/Designation	
4	Wage rate (with particulars of unit in case of piece work)	
5	Wage Period	
6	Tenure of employment	
7	Remarks	

Signature of Contractor



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**Appendix – ‘G’**

**Form XV (See Rule 77)**

**SERVICE CERTIFICATE**

Name and address of contractor

Nature and location of work	
Name and address of workman	
Age or date of birth	
Identification Marks	
Father's/Husband's Name	
Name and address of establishment in/under which contract is carried on	
Name and address of Principal Employer	
Total period of which employed	

S. No.	From	To	Nature of work	Rate of wages	Remarks

with particulars of unit  
in case of piece work)

Signature

Sig. of bidder

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NPCC Ltd.

**Form Xii**

**REGISTER OF FINES**

Name and address of contractor	
Name and address of establishment in/ under which contract is carried on	
Nature and location of work	
Name and address of workman	
Name and address of Principal Employer	

SNo.	Name of Workman	Father's / Husband Name	Designation/nature of employment	Act/Omission	Date of offence for which fine imposed
1	2	3	4	5	7

8	Whether workman showed causes against fine	
9	Name of person in whose presence employees explanation was heard	
10	Wages period and wages payable	
11	Amount of fine imposed	
12	Date on which fine realized	
13	Remarks	

### LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

In accordance with rule of Labour Regulations, to be displayed prominently at the site of work both in English and local language.

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



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**Appendix – 'J'**

**Form XX**

**[See Rule 78 (2) (D)]**

**REGISTER OF DEDUCTIONS FOR DAMAGES OR LOSS**

	Name and address of contractor	
	Name and address of establishment in/ under which contract is carried on	
	Nature and location of work	
	Name and address of Principal Employer	
1	S. No.	
2	Name of workman	
3	Father's/Husband's Name	
4	Designation/nature of employment	
5	Particulars of damage or loss	
6	Date of damage/loss	
7	Date of recovery	
8	Whether workman showed cause against deductions	
9	Name of person in whose presence employees explanation was heard	
10	Amount of deduction Imposed	
11	No. of installment	
12	First Installment Last Installment	
13	Remarks	

Sig. of bidder

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NPCC Ltd.

**Appendix – 'K'**  
**Form XXII**

[See Rule 78(2)]

**REGISTER OF ADVANCES**

	Name and address of contractor	
	Name and address of establishment in/ under which contract is carried on	
	Nature and location of work	
	Name and address of Principal Employer	
1	S. No.	
2	Name of workman	
3	Father's/Husband's Name	
4	Designation/nature of employment	
5	Wages period and wages payable	
6	Date and amount of advance given	
7	Purpose / for which advance made	
8	No. of installments by which advance is to be paid	
9	Date and amount of each installment repaid	
10	Date on which last installment was repaid	
11	Remarks	



**Appendix – 'L'**

**Form XXIII**

**[See Rule 78(2) (E)]**

**REGISTER OF OVERTIME**

	Name and address of contractor	
	Name and address of establishment in/ under which contract is carried on	
	Nature and location of work	
	Name and address of Principal Employer	
1	S. No.	
2	Name of workman	
3	Father's/Husband's	
4	Sex	
5	Designation/nature of employment	
6	Date on which overtime worked	
7	Total overtime worked or production in case of piece rated	
8	Normal rate of wages	
9	Overtime rate of wages	
10	Overtime earning	
11	Rate on which overtime wages paid	
12	Remarks	

**Appendix – 'M'**

## **LIST OF APPROVED BANKS**

### **Nationalized Banks:**

The BGs shall be accepted from all Nationalized Banks, and in addition, these can also be accepted from the Scheduled Private Banks as detailed below:

### **Scheduled Private Sector Banks:**

- ING Vysya Bank Ltd
- Axis Bank Ltd
- ICICI Bank Ltd
- HDFC Bank Ltd
- IDBI Bank Ltd

## APPLICATION FOR EXTENSION OF TIME

(To be completed by the Contractor)

P A R T –I

1. Name of Contractor
2. Name of the work as given in the Agreement
3. Agreement No.
4. Estimated amount put to tender
5. Date of commencement work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated as per agreement
8. Period for which extension of time has been given previously

Extension granted

- a) First extension vide Engineer-in- charge letter No... .....date Months Days
- b) 2nd extension vide Engineer-in- charge letter No..... date Months Days
- c) 3rd extension vide Engineer-in- charge letter No..... date Months Days
- d) 4th extension vide engineer-in- charge letter No..... date Months Days

Total extension previously given

9. Reasons for which extension have been previously given (copies of the previous application should be attached)

10. Period for which extension is applied for :

11. Hindrances on account of which extension is applied for with dates on which hindrances occurred, and the period for which these are likely to last.

- a) Serial No.
- b) Nature of hindrance
- c) Date of Occurrence
- d) Period for which it is likely to last
- e) Period for which extension required for this particular hindrance.
- f) Over lapping period, if any, with reference to item

Sig. of bidder

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g) Net extension applied for

h) Remarks, if any

Total period for which extension is now applied for on account of

hindrances mentioned above ..... Month/ days.

12. Extension of time required for extra work.

13. Details of extra work and on the amount involved:

a) Total value of extra work

b) Proportionate period of extension of time based on  
estimated amount put to tender on account of extra work.

14. Total extension of time required for 11 & 12

Submitted to the Engineer-in-Charges office.

SIGNATURE OF CONTRACTOR

DATE

### APPLICATION FOR EXTENSION OF TIME

(PART – II)

1. Date of receipt of application from the Contractor in the Engineer-in-charge's office.
2. Acknowledgement issued by Engineer-in-charge vide his letter No dated
3. Engineer-in-charge remarks regarding hindrances mentioned by the Contractor.
  - i) Serial No.
  - ii) Nature of hindrance
  - iii) Date of occurrence of hindrance
  - iv) Period for which hindrance, is likely to last
  - v) Extension of time period applied for by the contractor
  - vi) Over lapping period, if any, giving reference to items which over lap
  - vii) Net period for which extension is recommended.
  - viii) Remarks as to why the hindrance occurred and justification for extension recommended.
4. Engineer-in-charge recommendations.

(The present progress of the work should be stated and whether the work is likely to be completed by the date up to which extension has been applied for. If extension of time is not recommended, what compensation is proposed to be levied under the agreement?)

SIGNATURE OF ENGINEER-IN-CHARGE

APPROVAL OF ZONAL MANAGER



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PROFORMA FOR EXTENSION OF TIME

P A R T –III

To

NAME

ADDRESS OF THE CONTRACTOR

SUBJECT:

Dear Sir(s)

Reference your letter No \_\_\_\_\_ dated \_\_\_\_\_, in connection with the grant of extension of time for completion of the work.....

The date of completion for the above mentioned work, is ..... as stipulated in the agreement, dated .....

Extension of time for completion of the above-mentioned work is granted up to \_\_\_\_\_, without prejudice to the right of the NPCC to recover compensation for delay in accordance with the provision made in the relevant Clause (s) of the said agreement dated the \_\_\_/\_\_\_/\_\_\_\_. It is also clearly understood that the NPCC shall not consider any revision in contract price or any other compensation whatsoever due to grant of this extension.

Provided that notwithstanding the extension hereby granted, time is and shall still continue to be the essence of the said agreement.

Yours faithfully,

FOR NPCCLTD.

Sig. of bidder

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NPCC Ltd.



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NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED  
(A GOVERNMENT OF INDIA ENTERPRISE)

PROFORMA OF BANK GUARANTEE IN LIEU OF E M D (BID BOND)

National Projects Construction Corporation Limited,

(Address as mentioned in Notice Inviting Tender)

In consideration of National Projects Construction Corporation Limited, having its Registered Office at 30-31, Raja House, New Delhi -110019 (hereinafter called "NPCC" which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Notice Inviting Tender No..... and M/s..... having its Registered Head Office at..... (Hereinafter called the "TENDERER") is to participate in the said tender for..... Whereas NPCC, as a special case, has agreed to accept an irrevocable and unconditional Bid Bond Guarantee for an amount of Rs... valid up to.... from the tenderer in lieu of Cash Deposit of Rs..... required to be made by the tenderer, as a condition precedent for participation in the said tender. We the.....(hereinafter called the "BANK") having its Registered, Office at..... . . .  
.....and branch office at..... do hereby unconditionally and irrevocably undertake  
to pay to NPCC immediately on demand in writing and without demur/protest any amount but not exceeding Rs..... Any such demand made by NPCC shall be conclusive and binding on us irrespective of any dispute or differences that may be raised by the tenderer.  
Any change in the constitution of the tenderer or the Bank shall not discharge our liability under the guarantee.

We, the... Bank, lastly undertake not to revoke this guarantee during its currency without the prior consent of NPCC in writing and this guarantee shall remain valid upto..... Unless a claim is made within three months from the date of expiry i.e.... (Three months after the date of expiry), we shall be relieved of our liability under this guarantee thereafter.

FOR AND ON BEHALF OF BANK

PLACE :

DATED :

WITNESS.

1.

2.

Sig. of bidder

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NPCC Ltd.



Designing, Supply, Installation & Erection  
of 107 Feet High Flag Mast  
Including Civil Works  
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NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED  
( A GOVERNMENT OF INDIA ENTERPRISE )

PROFORMA OF BANK GUARANTEE (FOR PERFORMANCE GUARANTEE)

NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED,

(Address as mentioned in Notice Inviting Tender)

Whereas the National Projects Construction Corporation Limited (hereinafter called "NPCC" which expression shall include its successors and assigns) having awarded a work order/contract / supply order No..... Dated .....(hereinafter called the contract) to M/s. ....  
..... (Hereinafter called the contractor / supplier) at a total price of Rs.....  
subject to the terms and conditions contained in the contract.

WHEREAS, the terms and conditions of the contract require the contractor to furnish a bank guarantee for Rs..... (Rupees.....) being .....% of the total value of the contract for proper execution and due fulfillment of the terms and conditions contained in the contract.

We, the Bank, (hereinafter called the "Bank") do hereby unconditionally and irrevocably undertake to pay to NPCC immediately on demand in writing and without protest/or demur all moneys payable by the contractor/supplier to NPCC in connection with the execution/ supply of and performance of the works/equipment, inclusive of any loss, damages, charges, expenses and costs caused to or suffered by or which would be caused to or suffered by NPCC by reason of any breach by the contractor/supplier of any of the terms and conditions contained in the contract as specified in the notice of demand made by NPCC to the bank. Any such demand made by NPCC on the bank shall be conclusive evidence of the amount due and payable by the bank under this guarantee. However, the Bank's liability under this guarantee, shall be limited to Rs.....in the aggregate and the bank hereby agrees to the following terms and conditions:-

- (i) This guarantee shall be a continuing guarantee and irrevocable for all claims of NPCC as specified above and shall be valid during the period specified for the performance of the contract including grace period of three months i.e. up to.....
- (ii) We, the said bank further agree with NPCC that NPCC shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by NPCC against the contractor/supplier under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the contractor or for any forbearance, act or omission on the part of NPCC or any indulgence by NPCC to the contractor or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

Sig. of bidder

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NPCC Ltd.





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- (iii) This guarantee/undertaking shall be in addition to any other guarantee or security whatsoever NPCC may now or at any time have in relation to the performance of the works/equipment and the company shall have full re-course to or enforce this security in performance to any other security or guarantee which the NPCC may have or obtained and there shall be no forbearance on the part of the company in enforcing or requiring enforcement of any other security which shall have the effect of releasing the Bank from its full liability. It shall not be necessary for NPCC to proceed against the said contractor/supplier before proceeding against the Bank.
- (iv) This guarantee/ undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier/ contractor, but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to NPCC in terms thereof are paid by the Bank.
- (v) The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the bank in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the supplier/contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the supplier/contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to NPCC in terms hereof.

We, the said Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of NPCC in writing. Unless a claim is made in writing within three months from the date of expiry of this guarantee i.e..... (Three months after the date of expiry) we shall be relieved from all liabilities under this guarantee thereafter.

Signed this ..... day of ..... at.....

For and on behalf of Bank

WITNESS.

1. \_\_\_\_\_

2. \_\_\_\_\_



Designing, Supply, Installation & Erection  
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NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED  
(A GOVERNMENT OF INDIA ENTERPRISE)

PROFORMA OF BANK GUARANTEE (FOR MOBILIZATION ADVANCE)

NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED,

\_\_\_\_\_  
\_\_\_\_\_

1. In consideration of the NPCC.....(hereinafter called "the Corporation" which expression shall unless repugnant to the subject or context include his successor and assigns) having agreed under the terms and conditions of Contract dated... made between... ..and the Corporation in connection with... (Hereinafter called "the said contract") to make at the request of the Contractor a Mobilization Advance of Rs... for utilizing it for the purpose of the Contract on his furnishing a guarantee acceptable to the Corporation, we the..... Bank (hereinafter referred to the "the said Bank") and having our registered office at..... do hereby guarantee the due recovery by the Corporation of the said advance as provided according to the terms and conditions of the Contract. We..... do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Corporation stating that the amount claimed is due to the Corporation under the said Agreement. Any such demand made on the.....shall be conclusive as regards the amount due and payable by the..... under this guarantee and..... agree that the liability of the .....to pay the Corporation the amount so demanded shall be absolute and unconditional notwithstanding any dispute or disputes raised by the Contractor and notwithstanding any legal proceeding pending in any court or Tribunal relating thereto. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....
2. We ..... Bank further agree that the Corporation shall be the sole judge of and as to whether the amount claimed has fallen due to the corporation under the said agreement or whether the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and the extent of loss or damage caused to or suffered by the Corporation on account of the said advance together with interest not being recovered in full and the decision of the Corporation that the amount has fallen due from contractor or the said Contractor has not utilized the said advance or any part thereto for the purpose of the contract and as to the amount or amounts of loss or damage caused to or suffered by the Corporation shall be final and binding on us.
3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect till the said advance has been fully recovered and its claims satisfied or discharged and till NPCC certify that the said advance has been fully recovered from the said Contractor, and accordingly discharges this Guarantee subject, however, that the Corporation shall have no claims under this Guarantee after the said advance has been fully recovered, unless a notice of the claims under this Guarantee has been served on the Bank before the expiry of the said Bank Guarantee in which case the same shall be enforceable against the Bank.

Sig. of bidder

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NPCC Ltd.



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4. The Corporation shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity from time to time to vary any of the terms and conditions of the said Contract or the advance or to extend time of performance by the said Contractor or to postpone for any time and from time to time of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of terms and conditions governing the said Contract or the advance or securities available to the Corporation and the said Bank shall not be released from its liability under these presents by any exercise by the Corporation of the liberty with reference to the matters aforesaid or by reasons of time being given to the said Contractor or any other forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the bank from its such liability.
5. It shall not be necessary for the Corporation to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Corporation may have obtained or obtain from the Contractor or shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.
6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Corporation in writing and agree that any change in the constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

Dated this .....day of.....

For and on behalf of Bank

(NAME AND DESIGNATION)

Dated:



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NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED  
(A GOVERNMENT OF INDIA ENTERPRISE)

PROFORMA OF BANK GUARANTEE (IN LIEU OF SECURITY DEPOSIT)

National Projects Construction Corporation Ltd.

\_\_\_\_\_  
\_\_\_\_\_

In consideration of the National Projects Construction Corporation Ltd., (hereinafter called "the NPCC") which expression shall include its successors and assigns having awarded to M/s.....

(hereinafter called "the Supplier/Contractor") which expression shall wherever the subject or context so permits includes its successors and assigns) a Contract in terms inter-alia of the company's letter No.....dated.....and the Contract/Purchase Conditions of the Company and upon the condition of the Supplier/Contractor furnishing Security for the performance of the Supplier's obligations and /or discharge of the contractor's/supplier's liability under and/or in connection with the said supply contract up to a sum of Rs..... (Rupees..... only) We,..... ((Hereinafter called "The Bank") which expression shall include its successors and assigns) hereby undertake and guarantee payment to NPCC forthwith on the same day on demand in writing and without protest or demur of any and all moneys payable by the supplier/contractor to the Company under, in respect or in connection with the said contract inclusive of all the losses, damages, costs, charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by the Company to the Bank with reference to this guarantee up to and aggregate limit of Rs.....(Rupees.....only) and the bank hereby agree with the company that:

1. This Guarantee shall be continuing guarantee and shall remain valid and irrevocable for all claims of the Company and liabilities of Supplier/Contractor arising upto and until midnight of.....
2. That Guarantee shall be in addition to any other Guarantee or Security whatsoever that the Company now or at any time have in relation to the Supplier's obligations/liabilities under and/ or in connection with the said supply/contract, and the company shall have full authority to take recourse or to enforce this Security in preference to any other Guarantee or Security which the Company may have or obtain and no forbearance on the part of the Company in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its liability hereunder.
3. The Company shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Supplier's/Contractor's obligations and/ or liabilities under or in connection with the said supply/contract or to grant time and / or indulgence to the supplier / contractor or to increase or otherwise vary the prices or the total contract value or to release or to forbear from enforcement of all or any of the conditions under the said supply / contract and / or the remedies of the Company under any other security/securities now or hereafter held by the Company and no such dealings, increase(s) or other indulgence(s) or arrangement(s) with the supplier / contractor or releasing or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company hereunder or prejudicing rights of the company against the Bank.

Sig. of bidder

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NPCC Ltd.



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4. This Guarantee shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier / contractor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the company in terms thereof.
5. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the Bank in terms hereof shall not be otherwise affected or suspended by reason of any dispute or disputes having been raised by the supplier / contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial or liability by the supplier/ contractor stopping/ preventing or purporting to stop or prevent any payment by the Bank to the Company in terms thereof.
6. The amount stated in any notice of demand addressed by the company to the Guarantor as liable to be paid to the Company by the supplier/contractor or as suffered or incurred by the Company on account of any losses or damages, costs, charges and / or expenses shall as between the Bank and the Company be conclusive of the amount so liable to be paid to the company or suffered or incurred by the company as the case may be and payable by the Guarantor to the Company in terms hereof subject to a maximum of Rs .....(Rupees .....only),
7. Unless demand or claim under this Guarantee is made on the Guarantor in writing within three months form the date of expiry of the Guarantee i.e. up to .....  
The Guarantor shall be discharged from all liabilities under this Guarantee there under.

Notwithstanding anything contained herein before our liability under this guarantee is restricted to Rs. .... (Rupees.....only).

This guarantee will expire on.....

Any claim under this Guarantee must be received by us within three months from the date of expiry i.e. .... (This Date is, three months after the expiry date) and if no such claim has been received by us by that date all your rights under this guarantee will cease.

For and on behalf of the Bank

Place

Date

WITNESS:

1.

2.

Sig. of bidder

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NPCC Ltd.



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### **GUARANTEE TO BE EXECUTED BY CONTRACTOR FOR ANTI-TERMITETREATMENT**

THIS AGREEMENT made this \_\_\_\_ day of Two thousand \_\_\_\_ between M/s \_\_\_\_\_ (hereinafter called the guarantor of the one part) and M/s National Projects Construction Corporation Limited, (hereinafter called the NPCC) the OWNER of the other part.

Whereas this agreement is supplementary to the contract hereinafter called the contract dated \_\_\_\_\_ made between the guarantor of the one part and National Projects Construction Corporation Ltd., of the other part whereby the contractor inter-alia, understood to render the buildings and structures in the said contract recited, completed, termite proof. And whereas the guarantor agreed to give a guarantee to the effect that the said structure will remain termite proof for TEN YEARS to be so reckoned from the date after the maintenance period prescribed in the contract expires.

During this period of guarantee the guarantor shall make good all defects and for that matter shall replace at his risk and cost such wooden member as may be damaged by termite and in case of any other defect being found, he shall render the building termite proof at his cost to the satisfaction of the Engineer-in-charge and shall commence the works of such rectification within seven days from date of issuing notice from the Engineer-in-Charge calling upon him to rectify the defects falling which the work shall be got done by NPCC/ OWNER by some other contractor at the guarantor's cost and risk and in the later case the decision of the Engineer-in-charge as to the cost recoverable from the guarantor shall be final and binding.

That if the Guarantor fails to execute the Anti-Termite treatment or commits breaches hereunder then the Guarantor will indemnify NPCC against all losses damages, cost expenses or otherwise which may be incurred by him by reasons of any default on the part of the guarantor in performance and observance of this supplemental Agreement. As to the amount of loss and or damage and/or cost incurred by NPCC/ OWNER decision of the Engineer-in-charge will be final and binding on the parties.

In witness where of these presents have been executed by the guarantor \_\_\_\_\_ and by \_\_\_\_\_ for and on behalf of NPCC on the day of month and year first above written.

Signed sealed and delivered by (Guarantor)

IN THE PRESENCE OF:

- 1.
- 2.

Signed for and on behalf of NPCC by/ in presence of:

- 1.
- 2.

## **GUARANTEE TO BE EXECUTED BY CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS**

The agreement made this ..... Day of..... Two thousand eight between ..... (Hereinafter called Guarantor of the one part) and the NPCC (hereinafter called the Execution Agency of the other part).

WHEREAS this agreement is supplementary to a contract (hereinafter called the Contract), dated ..... and made between the GUARANTOR OF THE ONE part and the NPCC of the other part, whereby the Contractor, inter-alia, undertook to render the buildings and structures in the said contract recited completely water and leak proof.

AND WHEREAS the Guarantor agreed to give a guarantee to the effect that the said structures will remain water and leak proof for ten years from the date of handing over of the structure of water proofing treatment

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be ten years to be reckoned from the date after the maintenance period prescribed in the contract provided that the Guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose.

- a) Misuse of roof shall mean any operation, which will damage proofing treatment, like chopping of firewood and things of the same nature, which might cause damage to the roof.
- b) Alternation shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts
- c) The decision of the Engineer-in-Charge with regard to cause of leakage shall be final

During this period of guarantee, the Guarantor shall make good all defects and in case of any defect being found render the building water proof to the satisfaction of the Engineer-in-Charge at his cost and shall commence the work for such rectification within seven days from the date of issue of notice from the Engineer-in-Charge calling upon him to rectify the defects failing which the work shall be got done by the NPCC by some other Contractor at the guarantor's cost and risk. The decision of Engineer-in-Charge as to the cost, payable by the Guarantor shall be final and binding.

That if the Guarantor fails to execute the waterproofing or commits breach thereunder, then the Guarantor will indemnify the principal and his successors against all laws damage, cost, expense or otherwise which he may incur by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and / or damage and/ or cost incurred by the NPCC, the decision of the Engineer-in-Charge will final and binding on the parties.



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IN WITNESS WHEREOF these presents have been executed by the Obligator, and by .....  
for and on behalf of the NPCC on the day, month and year first above written.

Signed, sealed and delivered by Obligator in the presence of-

- 1.
- 2.

Signed for and on behalf of the NPCC by \_\_\_\_\_

In presence of:

- 1.
- 2.





Designing, Supply, Installation & Erection  
of 107 Feet High Flag Mast  
Including Civil Works  
at Indira Gandhi National Tribal  
University (IGNTU), Amarkantak, M.P.

### **AGREEMENT FORM**

This agreement made this day of (Month) (Year), between the National Projects Construction Corporation Limited (NPCC), a company incorporated under the Companies Act, 1956 having its Registered Office at 30-31, Raja House, Nehru place New Delhi – 110 019 (hereinafter referred to as the “NPCC” which expression shall include its administrators, successors, executors and assigns) of the one part and M/s (NAME OF CONTRACTOR) (hereinafter referred to as the ‘Contractor’ which expression shall unless the context requires otherwise include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS, NPCC, has desirous of construction of (NAME OF WORK) (hereinafter referred to as the “PROJECT”) on behalf of the (NAME OF OWNER/MINISTRY) (hereinafter referred to as “OWNER”), had invited tenders as per Tender documents vide NIT No. \_\_\_\_\_.

AND WHEREAS (NAME OF CONTRACTOR) had participated in the above-referred tender vide their tender dated \_\_\_\_\_ and NPCC has accepted their aforesaid tender and award the contract for (NAME OF PROJECT) on the terms and conditions contained in its Letter of Intent No. \_\_\_\_\_ and the documents referred to therein, which have been unequivocally accepted by (NAME OF CONTRACTOR) vide their acceptance letter dated \_\_\_\_\_ resulting into a contract.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

#### **ARTICLE 1.0 – AWARD OF CONTRACT**

##### **1.1 SCOPE OF WORK**

NPCC has awarded the contract to (NAME OF CONTRACTOR) for the work of (NAME OF WORK) on the terms and conditions in its letter of intent No. \_\_\_\_\_ dated \_\_\_\_\_ and the documents referred to therein. The award has taken effect from (DATE) i.e. the date of issue of aforesaid letter of intent. The terms and expressions used in this agreement shall have the same meanings as are assigned to them in the “Contract Documents” referred to in the succeeding Article.

#### **ARTICLE 2.0 – CONTRACT DOCUMENTS**

2.1 The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as “Contract Documents”).

a) NPCC Notice Inviting Tender vide No. \_\_\_\_\_ date \_\_\_\_\_ and NPCC’ s tender documents consisting of:

i) General Conditions of Contract (GCC) & Special Conditions of Contract (SCC) including Appendices & Annexure along with amendment(s) / errata (if any) issued (Volume-I).

ii) Bill of Quantities along with amendment(s)/corrigendum(s), if any, (Volume-II).

iii) Technical Specifications along with amendment(s) / corrigendum(s), if any, (Volume-III).

iv) Tender drawings along with amendment(s) / corrigendum(s), if any, (Volume-IV).

v) \_\_\_\_\_

Sig. of bidder

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NPCC Ltd.

vi) \_\_\_\_\_

b) (NAME OF CONTRACTOR) letter proposal dated \_\_\_\_\_ and their subsequent Communication:

i) Letter of Acceptance of Tender Conditions dated \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

2.2 NPCC 's detailed Letter of Intent No. \_\_\_\_\_ dated \_\_\_\_ including Bill of Quantities. Agreed time schedule, Contractor's Organisation Chart and list of Plant and Equipments submitted by Contractor.

2.3 All the aforesaid contract documents referred to in Para 2.1 and 2.2 above shall form an integral part of this Agreement, in so far as the same or any part thereof column, to the tender documents and what has been specifically agreed to by NPCC in its Letter of Intent. Any matter inconsistent therewith, contrary or repugnant thereto or deviations taken by the Contractor in its "TENDER" but not agreed to specifically by NPCC in its Letter of Intent, shall be deemed to have been withdrawn by the Contractor without any cost implication to NPCC. For the sake of brevity, this Agreement along with its aforesaid contract documents and Letter of Intent shall be referred to as the "Contract".

### ARTICLE 3.0 – CONDITIONS & CONVENANTS

3.1 The scope of Contract, Consideration, terms of payments, advance, security deposits, taxes wherever applicable, insurance, agreed time schedule, compensation for delay and all other terms and conditions contained in NPCC 's Letter of Intent No. \_\_\_\_\_ dated \_\_\_\_ are to be read in conjunction with other aforesaid contract documents. The contractor shall duly perform the contract strictly and faithfully in accordance with the terms of this contract.

3.2 The scope of work shall also include all such items which are not specifically mentioned in the Contract Documents but which are reasonably implied for the satisfactory completion of the entire scope of work envisaged under this contract unless otherwise specifically excluded from the scope of work in the Letter of Intent.

3.3 Contractor shall adhere to all requirements stipulated in the Contract documents.

3.4 Time is the essence of the Contract and it shall be strictly adhered to. The progress of work shall conform to agreed works schedule/contract documents and Letter of Intent.

3.5 This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.

3.6 The total contract price for the entire scope of this contract as detailed in Letter of Intent is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), which shall be governed by the stipulations of the contract documents.

Sig. of bidder

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#### **ARTICLE 4.0 – NO WAIVER OF RIGHTS**

4.1 Neither the inspection by NPCC or the Engineer-in-Charge or Owner or any of their officials, employees or agents nor order by NPCC or the Engineer-in-Charge for payment of money or any payment for or acceptance of, the whole or any part of the work by NPCC or the Engineer-in-Charge nor any extension of time nor any possession taken by the Engineer-in-Charge shall operate as waiver of any provisions of the contract, or of any power herein reserved to NPCC, or any right to damage herein provided, nor shall any waiver of any breach in the contract be held to be a waiver or any other or subsequent breach.

#### **ARTICLE 5.0 – GOVERNING LAW AND JURISDICTION**

5.1 The Laws applicable to this contract shall be the laws in force in India and jurisdiction of Delhi Court (s) only.

5.2 Notice of Default

Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto, if delivered against acknowledgment due or by FAX or by registered mail duly addressed to the signatories at the address mentioned herein above.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the Competent Authorities of both the parties) on the day, month and year first above mentioned at New Delhi.

For and on behalf of:

For and on behalf of:

(NAME OF CONTRACTOR)

M/S NATIONAL PROJECTS  
CONSTRUCTION CORPORATION LIMITED

WITNESS:

WITNESS:

1.

1.

2.

2.

Sig. of bidder

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NPCC Ltd.

VOLUME-1

SCC



Designing, Supply, Installation & Erection  
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## SPECIAL CONDITIONS OF CONTRACT (SCC)

FOR

### DESIGNING, SUPPLY, INSTALLATION & ERECTION OF 107 FEET HIGH FLAG MAST INCLUDING CIVIL WORKS AT INDIRA GANDHI NATIONAL TRIBAL UNIVERSITY (IGNTU), AMARKANTAK, M.P.

#### GENERAL

The following special conditions shall be read in conjunction with General Conditions of contract, if there are any provisions in these Special Conditions, which are at variance with the provisions of General Conditions of Contract, the provisions in these special Conditions shall prevail.

- (1) The work in general shall be carried out as per CPWD specification updated with correction slips issued up to last date of submission of tender.
- (2) For items not covered under CPWD Specification, as above, the work shall be done as per latest relevant ISI / BIS Codes of practice.

#### 1.0 INTRODUCTION

##### 1.1 LOCATION / APPROACH TO SITE

The proposed site is in village 'Podaki' about 20 Km. from Amarkantak, District Anuppur in the state of Madhya Pradesh. Nearest Rail head is 'Pendra Road'. Distance of Amarkantak is about 220 Km. from Raipur and about 250 Km. from Jabalpur.

2.0 LETTER OF UNDERTAKING: The tender shall be accompanied by Letter of acceptance of tender conditions as per proforma given in this tender document.

3.0 Any tender not accompanied by Letter of acceptance in accordance with aforesaid provision of notice Inviting Tender and Instructions to Tenderer shall be rejected.

4.0 Once the Tenderer has given an unconditional acceptance to the tender conditions in its entirety, he is not permitted to put any remark(s) / conditions(s) (except unconditional rebate on price, if any) in / along with the tender.

#### 5.0 SITE VISIT AND COLLECTING LOCAL INFORMATION

Before tendering, the tenderer is advised to visit the site, its surrounding, access and satisfy themselves about the local conditions such as approach roads to the site, availability of water & power supply, application of taxes, duties and levies as applicable, nature of ground, soil and sub-soil condition, underground water table level, accommodations they may require etc., river regime, river water levels, other details of river, steams & any other relevant information required by them to execute complete scope of work. The tenderer may obtain all necessary information as to risks, contingencies & other circumstances (insurgencies etc.) which may influence or affect



Designing, Supply, Installation & Erection  
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- their tender. Tenderer shall be deemed to have considered site conditions whether he has inspected it or not and to have satisfied himself in all respect before quoting his rates and no claim or extra charges whatsoever in this regard shall be entertained / payable by the NPCC at a later date.
- 6.0 SALES TAX ON WORKS CONTRACT & TURNOVER TAX ETC.  
AS per GCC conditions
- 7.0 TRANSFER OF BID DOCUMENTS  
Transfer of bid documents purchased by one intending bidder to another is not permissible.
- 8.0 The rates quoted by you are inclusive of all taxes no extra payment shall be paid for any kind of taxes and for at IGNTU campus, Amarkantak.
- 9.0 No additional payment will be paid toward loading and unloading.
- 10.0 You will be fully responsible for any type of quality of products, if any found the same has to be replaced by you.
- 11.0 No escalation will be paid against this supply.
- 12.0 Security deposit @ of 5% will be deducted from your running bills, which will be refunded after 12 months from the successful completion of work. No interest will be paid under any circumstances.
- 13.0 Income tax, sale tax, labour welfare tax and other taxes applicable will be deducted as per rules.
- 14.0 You shall comply with all the provisions of minimum wages act 1948, contract labour act (R&A) 1970 and rules framed there under and other labour laws / locals laws affecting contract labour that you may be brought into force from time to time. All the labour rules and regulations shall be followed by you during the installation of the instrument.
- 15.0 Time allowed for carrying out all the works entered in P.O. shall be essence of the contract no extra time will be allowed.
16. The agency should the design for the structure proposed and get the same approved from the concerned structural engineer.
17. The agency should submit structural stability certificate for the design and the construction, authenticated from the proper licensed structural engineer.

Zonal Manager



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## TECHNICAL SPECIFICATIONS

FOR

### DESIGNING, SUPPLY, INSTALLATION & ERECTION OF 107 FEET HIGH FLAG MAST INCLUDING CIVIL WORKS AT INDIRA GANDHI NATIONAL TRIBAL UNIVERSITY (IGNTU), AMARKANTAK, M.P.

TECHNICAL SPECIFICATIONS DETAILED TECHNICAL SPECIFICATION OF HIGH FLAG  
MAST WITH MAINTENANCE LIFT ARRANGEMENT.

APPLICABLE STANDARDS: The applicable codes followed for high mast designs are as follows:

1. TR. No. - 7 : High Masts for Lighting
2. IS 875 Part – 3 : Wind Loading
3. BS EN 10025, S355 : High Tensile Steel Sheets
4. BS EN ISO 1461 : Galvanization

The Flag Mast system comprises of the following:

- a. 30.5M hot dipped galvanised Pole.
- b. 18ft X 27ft Indian national flag.
- c. Winch along with the power toll for raising/lowering the flag.
- d. Two nos 6M/7M Octagonal poles along with the accessories & flood light fittings to illuminate the flag. A. POLE :

#### 1. Structure details:

The Flag Mast shall be continuously tapered, polygonal cross sections (twenty sided) with the pulley box arrangement at the top. The structure gives good visual appearance and is based on proven design confirming to TR-7, to give assured performance, reliability and service.

The Masts are constructed from steel conforming to IS 2062 or BSEN 10025 and cut and folded to form twenty sided section and is telescopically jointed and fillet welded.

Mast section delivered to site shall not have any intermediate joint. The Mast is provided with full-penetrated flange, which is free from any lamination or incursion.

The welded connection of the base flange is fully developed to the strength of the entire section.



The base flange is provided with supplementary gussets between the bolts to ensure elimination of helical stress concentration.

For metal protection of the Mast, the entire fabricated Mast is hot dip galvanized internally and externally in single dip.

The external surface of the mast is also applied with suitable Poly Urethane paint. A vandal resistant, weather proof, lockable door of suitable size is provided at the base of high mast to access comfortably the components at the base compartment for normal operation & for maintenance.

2. Dynamic Loading of Mast: The mast structure shall be suitable to sustain an assumed maximum reaction arising from a wind speed as per IS 875 (3 second gust), and are measured at a height of 10 metres above ground level. The designed life of the mast should be 25 years.

B. Raising and lowering mechanism:

1. Winch: The winch shall be high speed completely self sustaining without the need for brake shoe, springs or clutches. There is a permanent oil bath for self-lubrication. The drums are to be properly grooved to provide a perfect seat for wire ropes. The raising time of the flag shall not be more than 3 minutes. The winch is normally be operated by an electrical power tool however there should be provision for manual operation also by means of manual handle. The winches are type tested through reputed institutions like IIT as consultants and the type test reports are submitted along with offer. A test certificate is to be submitted along with supplies.

2. Head Frame: The hot dip galvanized head frame is to be designed as a capping unit of the mast is of welded steel construction and provided with guides and separators between the ropes and cable. The LM6 Aluminium pulleys with bush bearing mounted through stainless steel shaft shall be suitable to accommodate wire ropes and multi core trailing cable. The head frame is provided with guides and stops with PVC buffer for the docking of luminaires carriage. The pulley assembly is covered by a hot dip galvanized canopy.

3. Stainless Steel Wire Ropes: The stainless steel wire ropes are generally be of 6 mm dia, 7/19 construction with central core being stainless steel only. The grade of wire ropes are in accordance to AISI 316. The breaking load of each rope is not less than 2350 Kg giving a factor of safety of more than 5 for the system at full load as per the Technical Report No -7. The end construction of rope for the winch drum is fitted with copper talurit and for two continuous ropes, the end termination in luminaires carriage 3 are with stainless steel thimble and copper splicing and for others with stainless steel thimble and bull dog grips.





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4. Power Tool for Winch: Three phase, single speed, 6 pole high-powered motor of suitable rating are provided at the base of mast to facilitate raising & lowering operation of luminaires carriage. The motors are to be coupled with the winch shaft through chain & sprocket. A mechanical torque limiter is to be mounted on motor shaft to stop transmission of motion from motor to winch in case of excess load and thus prevent the damage to winch and breakage of rope.

C. Other Accessories:

1. Lightning Finial One number heavy duty 1.2 m long hot dip galvanised lighting finial is provided for each mast on the head frame to protect the mast from lightening. The mast itself act as a conducting path between the earth & the arrestor.

2. Aviation Obstruction Lights: LED aviation lights are mounted on the lantern carriage to comply to the aviation norms where applicable. The connection for these aviation obstruction lights shall be made using 3C X 2.5 sq mm copper un armoured cables.

3. Earthing Terminals: Earth terminal using 12 mm diameter hot dip galvanized bolts are provided on the door stiffener of the mast for lightning and electrical earthing of the mast.

4. Feeder Pillar Mast shall be provided with a panel box , housing 32A TPN MCB incomer along with contactor & switches for forward/ reverse operation of motor & to provide supply to the poles The box is constructed of 14 SWG CRCA sheet finished with two Coates of red oxide primer & grey enamel paint of shade 631 of IS 5.

D. POLES WITH FLOOD LIGHT FITTINGS: Two numbers of 6M or 7M Octagonal poles with flood light fittings shall be provided to illuminate the national flag.

E. HARDWARES: Hardware's play a very important role on the overall performance of high flag mast systems. Hardware materials are to be chosen carefully so that there is no compromise on safety or risk to the human lives. Appropriate grade & size of materials are absolutely necessary to ensure full safety. Single & double grooves clamps & W.G clamps are mandatory to ensure the proper operation of raising & lowering systems.

Zonal Manager

NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED  
(A Government of India Enterprise)  
ISO 9001:2000

Regd. Office: 30-31, Raja House, Nehru Place, New Delhi – 110 019  
Corp. Office: Plot No. 67-68, Sector-25, Faridabad – 121 004

Zonal Office: 5, Kalayan Apartment, Ashok Vihar Colony, Pandri,  
Raipur – 492 001.(CG)

[www.npcc.gov.in](http://www.npcc.gov.in)

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VOLUME: II

PRICE BID

**Designing, Supply, Installation & Erection of 107 Feet High Flag Mast Including Civil Works at Indira Gandhi National Tribal University (IGNTU), Amarkantak, M.P.**

Sl No.	List of Items	Unit	Quantity	Total Amount
I	107Fett High Flag Mast			
a	Supply & Erection of 107ft high mast in three sections with arrangement of mounting of Flag along with accessories such as head frame double drum winch, SS wire rope, trailing cable and pulleys	No.	1	
b	PU painting charges for the above mast	Job.	1	
c	Supply & Installation of Indian National Flag of size 18ft x 27ft.	No.	1	
d	Supply of foundation bolts manufactured from special steel along with nuts, washers, anchor plates and templates	1 Set	1	
e	Supply of 3C×2.5 sqmm copper cable for connection to each fitting	Lumpsum	1	
f	Provision of GI pipe earthing for High mast with 2.5 M long 40mm dia GI pipe including connection to High mast earth terminal with 25 × 3 mm GI flats with all the materials including labour.	No.	2	
g	Construction of suitable shallow foundation with 1:2:4 concrete for the highmast considering the safe soil bearing capacity (SBC) at site as 10T/sqmtr at 4 TO 5 metre depth with all materials and labour	No.	1	
II	Poles with light fitting			
a	Supply of 6M high Octagonal Poles along with its accessories & Standard Make nonintegral flood light luminaire (1×400W MHT) with MH lamps and its control gear boxes.	No.	2	
	Total			

TOTAL AMOUNT IN WORDS:

SIGN AND SEAL OF THE CONTRACTOR /  
AGENCY