



राष्ट्रीय डिज़ाइन संस्थान  
NATIONAL INSTITUTE OF DESIGN

A Statutory Institute under DPIIT, Ministry of Commerce & Industry, Government of India  
Paldi, Ahmedabad 380007. Tel: +91-79-26629500, +91-79-26629600  
www.nid.edu

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NIT No. NID/08/ 2025-26

Dated 05.08.2025

## Tender Document

**Tender for** “Empanelment of contractors for Annual Contract for “Miscellaneous Civil works at NID Campus, ( Ahmedabad & Gandhinagar)”. (Including labour, materials, tools, plants, scaffolding etc. complete)”

Part-1: Technical Bid

Part-2: Financial Bid

Tender Submitted By:

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6	Part-2 Financial Bid	To be submitted Online only

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## Notice Inviting E-Tenders

National Institute of Design (NID), Ahmedabad invites – through Online E-Tendering System – Tenders from reputed, experienced and eligible Contractors for “Empanelment of contractors for Annual Contract for “Miscellaneous Civil works at NID Campus (Ahmedabad & Gandhinagar)”. (Including labour, materials, tools, plants, scaffolding etc. complete) ”as per Schedule as under.

Tender Notices and Tender Documents related to this Tender are available on Government of India Central Public Procurement Portals and websites including:

- www.eprocure.gov.in
- www.nprocure.com
- www.nid.edu

Any modification and / or corrigendum to this Tender will be available on these websites.

NID reserves the right to accept or reject any or all Tenders without assigning any reason.

1	NIT Number & Date	NID/08/2025-26 dated 05.08.2025
2	Name and Location of Work	“Empanelment of contractors for Annual Contracts for “Miscellaneous Civil works at NID Campus, (Ahmedabad & Gandhinagar) ”. (Including labour, materials, tools, plants, scaffolding etc. complete)”
3	Brief Scope of Work	“The contractor has to execute Civil works as per attached BOQ which includes Earthwork, Concrete work, RCC, Brick work, Finishing works, Plumbing works, related Fabrication & Painting works, Marble & Granite works, Miscellaneous repair/renovation / restoration works etc.”
4	Estimated Cost (Rs.)	Rs. 45,00,000.00 (Rupees Fourty Five Lacs ) (Actual estimate will be as per requirement of NID)
5	Period of Contract (Months)	12 Months (Twelve Months) ( <b>Extendable by one year based on performance</b> )
6	Earnest Money Deposit (EMD) (Rs.)	Rs. 30,000/- (Rupees Thirty Thousand Only ) Shall be payable ONLY in the form of Demand Draft / Banker's cheque/PO and shall be prepared from Nationalised / Scheduled Bank only, drawn in favour of “National Institute of Design”, payable at Ahmedabad (Exemption from submission of EMD for MSME vendors)
7	Non-refundable cost of Tender Document (Rs.)	Rs 1000.00 (Rs. One Thousand Only) Shall be payable ONLY in the form of Demand Draft / Banker's cheque/PO and shall be prepared from Nationalised / Scheduled Bank only, drawn in favour of “National Institute of Design”, payable at Ahmedabad (Exemption from submission of Tender Fees for MSME vendors)
9	Last Date & Time of Submission of On-line Tender	Up to 25.08.2025 by 17:00
10	Last Date & Time of submission of signed, hard copy (in original) of all Tender Documents including EMD, Cost of Tender, e-Tender Processing Fees, Tender Acceptance Letter and all other documents related to this Tender	Up to 18.00 Hrs. on 25.08.2025 in the office of: The Chief Administrative Officer, NID, Paldi, Ahmedabad -380 007
11	Date & Time of Pre-Bid Meeting	13.08.2025 at 11.00 Hrs

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12	Date & Time of Opening of online Part-1: Technical Bid	26.08.2025 at 11.00 Hrs
13	Date & Time of Opening of Part-2: Financial Bid	To be intimated later ( Only bids of technically qualified bidder will be opened)
14	Validity of Offer	60 days atleast from the date of opening of technical bid

## INSTRUCTIONS TO TENDERERS

1. The Tender Document as uploaded can be viewed and downloaded by anyone including intending tenderer. But the Tender can ONLY be submitted after uploading all mandatory documents including scanned proofs of payment instruments of Tender Fees, EMD and all other documents forming the Tender Document as per NIT. Technical Bid documents will be opened for ONLY those tenderers whose EMD, Cost of Tender Document and other documents are found to be in order.
2. The intending Tenderer must carefully & completely read all the terms and conditions related to this Tender and submit the same ONLY if he considers himself eligible for submission and is in possession of all the requisite documents for submission. All information and instructions posted on the website / portals related to this Tender shall form part of the Tender Document.
3. Tenderers are advised – in their own interest – to submit all Tender Documents well in advance of the Last Date of Submission to avoid problems that tenderers may face at last moment due to unforeseen technical issues, etc. After submission of the Tender, the tenderer may re-submit the Tender or any of its constituent documents any number of time but ONLY till before the Last Date & Time of Submission specified in the NIT & Schedule. Previously submitted documents in such cases shall not be considered.
4. The Tenderers shall have to deposit an Earnest Money Deposit (EMD) along with the submission of tender documents through a DD/ pay order of any Nationalized / Scheduled bank in favor of “National Institute of Design” payable at Ahmedabad. **On award of the work, he will have to deposit performance guarantee (Mandatory for all bidders including MSME) in the name of NID by PO/ Demand Draft only of any Nationalized / Scheduled bank in favor of “National Institute of Design” payable at Ahmedabad.**
5. Tenderers may submit queries related to the Tender – if any – through Email and in writing to the Tender inviting Authority to seek clarifications within 7 days from the date of uploading of Tender on the portal. No queries after pre bid meeting shall be entertained.
6. Documents may be uploaded in JPG or PDF format. All the uploaded documents as well as physically submitted hard copies shall be clearly readable, printable & legible, failing which, the Tender is liable for rejection. All documents physically submitted in hard copy format shall be indexed and duly page numbered.
7. Addenda/Corrigenda to the tender documents may be issued prior to the Last Date of Submission of Tender to clarify or effect modification in specification and / or Contract terms included in various tender documents. The tenderer shall suitably take into consideration such Addenda / Corrigenda while submitting his tender. The tenderer shall return such Addenda / Corrigenda duly signed and stamped as confirmation of its receipt & acceptance and submit along with the tender document. All Addenda / Corrigenda shall be signed and stamped on each page by the tenderer and shall become part of the tender and Contract documents. If the same not attached, it will be presumed that tenderer is aware of all addenda / corrigenda relevant to this tender and quoted as such.
8. Before tendering, tenderers in their own interest are advised to visit the Institute Campus and its surroundings to assess and satisfy themselves about the local conditions such as the working and other constraints at site, approach roads to the site, availability of water & power supply, and levies as applicable & any other relevant information required by them to execute complete scope of work. The tenderer may obtain all necessary information as to risks, weather conditions, contingencies & other circumstances (insurgencies etc.) which may influence or affect their tender prices. 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 NID at a later Date

9. If any Tenderer is found to be ineligible for submission of tender – after the opening of Tender – his tender shall become invalid and the cost of tender document EMD shall not be refunded.
10. If any discrepancy is noticed between documents as uploaded and physically submitted hard copies, the tender shall become invalid and the cost of tender document shall not be refunded.
11. Any Tender submitted with additional conditions and / or modifications shall become invalid and the cost of tender document EMD shall not be refunded.
12. Notwithstanding anything stated above, NID reserves the right to assess the capabilities of the Tenderer to execute the Contract, in the overall interest of NID. In case any tenderer's capabilities are not found to be satisfactory, NID reserve the right to reject such Tender.
13. In case of shortfall of document / insufficient information in bids, NID may ask for additional documents information (only historic i.e those pre-exist at the time of tender opening date) and bidder shall provide the same within the stipulated time. If the same is not submitted or tenderer fails to submit within prescribed time then tenderer shall be disqualified and the cost of tender document EMD shall not be refunded.

**14. SITE VISIT:**

- Each bidder is expected to get fully acquainted with the local conditions & factors, such as historical, geographical, social, political, legal, and administrative and/or infrastructure etc., which would have any effect on the performance of the contract and/or the cost.
- The bidder is expected to know all conditions & factors, which may have any effect on the execution of the contract after issue of Work Order as described in bidding documents. The buyer/client shall not entertain any request for clarification from the bidder regarding such local condition.
- It is bidder's responsibility that such factors have properly been investigated and considered while submitting bid proposals and no claim whatsoever including those for financial adjustment to the contract awarded under the bidding document will be entertain by the buyer/client. Neither any change in the time schedule of the contract nor any financial adjustment arising there of shall be permitted by the buyer/client on account of failure of the bidder to know the local laws/conditions or not visiting the site.
- The bidder is expected to visit and examine the location and its surrounding and obtain all information that may be necessary for preparing the bid at their own interest and cost.
- Bidder can visit site between 10:30 am to 04:00 pm after approval from NID on any working day.

**Note:** Site visit is responsibility of the bidder, Any Excuse of not visiting the site will NOT be taken in to account at any cost after opening of tender.

**15. Minimum Eligibility Criteria: Work Experience**

- a. Experience of having successfully completed similar works during the last 5 years ending Last Date of Submission of Tender. (Testimonials to be attached)
  - i. 3 (Three) similar works each costing not less than 40% of the estimated cost of this tender.  
( Not less than Rs 18 Lakhs for each work)  
OR
  - ii. 2 (two) similar works each costing not less than 60% of the estimated cost of this tender.  
( Not less than Rs 27 Lakhs for each work)  
OR
  - iii. 1 (one) similar work costing not less than 80% of the estimated cost of this tender.  
( Not less than Rs 36 Lakhs)
- b. The certificates wrt satisfactory work completion / testimonials shall be mandatorily obtained from organization and submitted with the technical bid. Work

done for central / state Govt. Organizations or central / state Public Sector Units / Autonomous Bodies will be preferable.

**16. Minimum Eligibility Criteria: Financial Strength**

- a) The average annual financial turnover for the last 3 (three) years i.e 2021-22, 2022-23 & 2023-24 shall be at least 100% of the Estimated cost of this tender i.e. Rs 45 Lakhs  
The requisite turnover shall be duly certified by a Chartered Accountant.
- b) The bidder should have earned profit for the last 3 (three) Financial Years i.e. 2021-22, 2022-23 & 2023-24 duly certified by a Chartered Accountant

**17. Earnest Money Deposit (EMD)**

Any Tender submitted **without the requisite EMD** in the form of DD / pay order / BC of any Nationalized / Scheduled bank in favor of "National Institute of Design" payable at Ahmedabad shall become invalid and the cost of tender document shall not be refunded.

(Exemption from submission of EMD for MSME vendors subject to furnishing of relevant valid certificate for claiming exemption)

EMD shall be refunded to unsuccessful bidders after finalization of & award of contract, without interest. EMD of successful bidders shall be retained as performance guarantee.

**18. MSME BIDDER -** Micro, Small and Medium Enterprises (MSME) must, along with their offer, provide proof of their being registered as MSME (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME), indicated below:

- a) District Industries Centres;
- b) Khadi and Village Industries Commission;
- c) Khadi and Village Industries Board;
- d) Coir Board;
- e) National Small Industries Corporation;
- f) Directorate of Handicraft and Handloom; and
- g) Any other body specified by the Ministry of MSME.

The **MSMEs** are exempted from payment of earnest money, Subject to furnishing of relevant valid certificate for claiming exemption

**19. Financial Bid:**

- a. Financial Bid of only technically qualified tenderers shall be opened online at specified date. Technically qualified tenderers shall be intimated by web notification or auto generated email through [www.nprocure.com](http://www.nprocure.com). The date and time of opening the Financial Bid shall be communicated to the eligible tenderers through web-notification at "nprocure" website.
  - b. Tenderers will be required to e-submit the Financial Bid only as per the price schedule format / template available on [www.nprocure.com](http://www.nprocure.com). Any other format for e-submission of Financial Bid shall be rejected without any further reference to the tenderers.
  - c. In case the Financial Bid is found to be tampered / modified in any manner, tender will be completely rejected.
  - d. Partly item rates filled tender will be rejected & not considered for competition.
  - e. Lowest quoted total amount including all parts will be considered as L1 (Lowest ) agency.
  - f. The quoted prices must include all the applicable taxes,duties, cess payable under any law ( as applicable on the date of submission of bid) by the bidder in connection with execution of the contract.
- 20.** The Tender shall remain open for acceptance for a period of 60 (Sixty) days from the date of opening of the Technical Bid.
- 21.** NID reserves the right to reject any or all the tenders in part or full without assigning any reasonwhatsoever.
- 22.** The bidder shall give a declaration whether any of his/her close relatives (Parent, Parent in-law, Spouse, Brother, Sister, Children, Uncle, Aunt etc) are regular employee in NID. Having a close relative as above in NID shall be a disqualification to ensure there is no conflict of Interest.

# TENDER ACCEPTANCE FORM

From: (On the letter head of the company by the authorized officer having power of attorney)

Date: \_\_.\_\_.2025

NIT No : NID/08/2025-26

To,

**The Chief Administrative Officer**  
National Institute of Design,  
Paldi, Ahmedabad 380007.

**Dear Sir,**

Having examined all the documents, details, drawings, designs, specifications, and all instructions and Conditions of this Tender relating to the Works specified in the Memorandum hereafter set out and having visited and examined the site of the works specified in the said Memorandum and having acquired the requisite information relating hereto as affecting the Tender, I/we hereby unconditionally offer to execute the Works specified in the following Memorandum, within the Time Period specified in the said Memorandum, at the Rates mentioned in the attached Schedule of Rates and in accordance, in all respects, with the details, drawings, designs, specifications and instructions in writing referred to in all Conditions of the Tender, and with such materials as are or may be provided for and in all other respects in accordance with such conditions so far as they may be applicable.

I/we also undertake to do all extra or varied works which may be ordered as part of this Tender upon terms provided for in the Conditions of Tender and Agreement.

I/we hereby undertake to complete the whole of the work required within specified time limit allowed for completion of works from the date of handing over the site to me/us and agree to pay the penalty as specified in the Conditions of Contract, in case I/we fail to complete the works within stipulated time period.

I/we have deposited requisite **Earnest Money Deposit (EMD)** / Tender fees with NID. If I/we fail to commence the work within 7 days of the date of issue of Letter of Award and/or if I/we fail to sign the agreement as per Tender Conditions and/or if I/we fail to submit Performance Guarantee as per Tender Conditions, I/we agree that NID shall – without prejudice to any other right or remedy – be at liberty to cancel the Letter of Award.

All the document required to establish our eligibility to undertake the Works are enclosed herewith in prescribed format. I/we hereby certify that all these documents and information supplied / submitted are true and correct.

## MEMORANDUM:

<b>A</b>	Works:	"Empanelment of contractors for Annual Contract for "Miscellaneous Civil works at NID Campus, Ahmedabad & Gandhinagar". (Including labor, materials, tools, plants, scaffolding etc. complete)"
<b>B</b>	EMD	Rs. 30,000/- (Rupees Thirty Thousand Only ) EMD in the form of DD / pay order of any Nationalized / Scheduled bank in favor of "National Institute of Design" payable at Ahmedabad should be uploaded & to be submit in hard copy with tender documents.
<b>C</b>	Performance Guarantee	The EMD of all the technically qualified bidders shall be retained and this will be transformed as the performance guarantee.
<b>D</b>	Security Deposit	5% (Five per cent only) shall be deducted from each bill . (CC 3.0)
<b>E</b>	Completion of contract of empanelment	12 Months (Twelve Months), Extendable to further 12 months
<b>F</b>	Penalty for delay in completion	1% (One percent) per month calculated on daily basis subject to maximum Ten percent (10%) of contract value
<b>G</b>	Defects Liability Period	6 (Six) months after the date of completion of respective work or handing over to NID, whichever is later. (CC 18.0)
<b>H</b>	Payment Terms	All running bill/final bill payments shall be released within one month after submission of bill in hardcopy & payment will be made by way of e-transfer through e-payment in India directly to their Bank account by NID. (CC 11.0)
<b>I</b>	Period of Final Settlement	One month from the date of submission of Final Bill
<b>J</b>	Release of Performance Guarantee & Security Deposit	Performance Guarantee shall be released after satisfactory completion of contract of empanelment and security deposit shall be released after the Defects Liability Period (6 months), after successfully completion of awarded work.

Yours faithfully,

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Name)

Signature of the Tenderer (with stamp).

Place: \_\_\_\_\_

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





To,

\_\_\_\_\_

\_\_\_\_\_

Subject: Tender for “Empanelment of contractors for Annual Contract for “Miscellaneous Civil works at NID Campus, Ahmedabad & Gandhinagar”. (Including labor, materials, tools, plants, scaffolding etc. complete)”

**SPECIAL CONDITIONS**

Dear Sirs,

- 1) NID takes great pleasure in inviting you to quote for the above mentioned work. The building is located at the premises of NID, Ahmedabad & Gandhinagar
- 2) The work will be carried out as per Institute's requirement after approval of competent authority. Bidder shall submit / quote their rates accordingly.
- 3) The work will be executed as & when requirement basis at NID Ahmedabad & Gandhinagar campus. First of all; the estimates will be worked out with the online quoted rates of all the empanelled agencies & the work will be awarded only to the L1 agency during the contract period / extended contract period.
- 4) The Tender is for Annual Contract and the rates will be valid initially for a period One year / extended contract period. During the initial contract period of one year, no price escalation will be granted for any items of the approved tender. After satisfactory performance of contractors of one year, the Empanelment of contract may be extended further for one year on the same rates, terms, specifications etc. For all such renewals, however, if the rate of any item has been increased, it would be applicable only on actual rate analysis submitted by the bidder. This rate analysis would be checked, verified and certified by the internal technical team and our Consulting Architects and will be subject to approval of the competent authority of NID.
- 5) The draft for the agreement, conditions of Contract, Technical specifications is attached herewith for study and reference. The type of work, finishes and various conditions to be observed while quoting the work are also attached herewith. The site should be seen by the Contractor thoroughly before quoting. It is also desirable for the contractor to visit the site for availability of space for stacking the material etc.
- 6) The bidder is advised to visit the site of work, at his own cost, and examine it and its surroundings to collect all information that he considers necessary for proper assessment of the prospective assignment.
- 7) NID reserves the right to reject any or all the tenders without assigning any reason to do so.
- 8) The bidder shall have experience of carrying out similar works and shall produce attested documents for the same.
- 9) The bidder shall get done the specialized work given in BOQ through specialized agencies approved by NID.
- 10) The institute reserves the right to award the whole contract to a single bidder or part of the tender items to another short listed bidder on the same approved rates, terms, specification, conditions etc.

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- 11) All the short listed bidders will have to execute the work of any item of the tender as a part of their contract and they cannot deny executing the work, even if the quantity is less. If any of the shortlisted the bidder fails to do so, the same work would be carried out by NID at their risk and cost.
- 12) **The Work Order for carrying out the work shall be issued to the successful bidder having item wise 1<sup>st</sup> lowest rates and in case of denial by the bidder with the 1<sup>st</sup> lowest rates the Work Order shall be issued to the 2<sup>nd</sup> lowest rates in the interest of the completion of work at the risk and cost of the 1<sup>st</sup> lowest. The vendor who has denied to carry out the contract without valid reasons as decided by NID shall be removed from empanelment list with forfeiture of EMD/performance guarantee without prejudice to other remedies available to NID.**
- 13) The institute may award the item rate tender to be executed in piece work as and when required of even less quantities, the rate will remain same during the contract period.
- 14) Electricity & Water supply would be provided at one point.

Yours faithfully,

Chief Administrative Officer  
General Administration

## GENERAL CONDITIONS OF CONTRACT

**1.0** National Institute of Design, hereinafter called “NID”, proposes to get the works executed as mentioned in the Memorandum.

**1.1** In the Contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:

- a) THE CONTRACT means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of NID and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by NID and all these documents taken together, shall be deemed to form one Contract and shall be complementary to one another.
- b) APPROVAL means approved in writing including subsequent written confirmation of previous verbal approval, if any.
- c) BILL OF QUANTITIES or SCHEDULE OF QUANTITIES means the priced and completed Bill of Quantities or Schedule of Quantities forming part of the tender.
- d) CONTRACTOR shall mean the individual, firm, LLP or company, whether incorporated or not, undertaking the works as per the Contract and shall include such individual or the persons composing such firm or LLP or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- e) CONTRACT VALUE means the sum for which the tender is accepted as per the Letter of Award (LOA).
- f) DRAWINGS mean the drawings referred to in the Contract document including modifications if any and such other drawings as may from time to time be furnished and / or approved by NID.
- g) LANGUAGE: All documents and correspondence in respect of this Contract shall be in English Language.
- h) MONTH means English Calendar month, and DAY means a Calendar day of 24 hours each.
- i) SCHEDULE(s) referred to in these conditions shall mean the standard schedule of rates of the government mentioned in the Memorandum with the amendments thereto issued up to the date of receipt of the tender.
- j) SITE means the lands and other places on, under, in or through which the works are to be executed or carried out used for the purpose of the Contract.
- k) TENDER means the Contractor's priced offer to NID for the execution and completion of the work, including all necessary documents forming part of the Contract and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Award or Award letter. The word TENDER is synonymous with Tender and the word TENDER DOCUMENTS with “Tendering Documents” or “offer documents”.
- l) WRITING means any manuscript typed, written or printed statement under or over signature and/or seal as the case may be.
- m) WORKS or WORK shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the Contract Contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional. Headings in the clauses / conditions of tender documents are for convenience only and shall not be used for interpretation of the clause / condition.
- n) Words imparting the singular meaning also include the plurals and vice versa where the context requires. Words importing persons or parties shall include firms and corporations and organizations having legal capacities.
- o) ACCEPTED RISKS shall mean risks due to riots (other than those on account of Contractor's employees), war (whether declared or not) invasion, act of foreign

enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the

Contractor has no control and accepted as such by the NID or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to NID's faulty design of works.

- p) In case of items which the Contractor has to execute which are not covered in the tender, Non tender item will be dealt as Extra item

## **2.0 PERFORMANCE GUARANTEE**

**2.1** EMD of all the technically qualified bidders shall be retained and this will be transformed as the performance guarantee

**2.2** Performance Guarantee shall be released after completion or hand over of work whichever is later.

## **3.0 SECURITY DEPOSIT**

**3.1** Security Deposit or the Retention Money shall be deducted from each bill of the Contractor @ 5% (Five percent only). Interest will not be applicable on the Security Deposit amount.

**3.2** Release / refund of Security Deposit / Retention Money of the Contractor shall be subject to the observance / compliance of the conditions as under and whichever is later:

- a) Expiry of the Defect Liability Period in conformity with provisions contained in relevant clause of General Conditions of Contract.

**3.3** NID reserves the right of part or full forfeiture of Security Deposit / Retention Money in addition to other claims in the event of Contractor's failure to fulfill any of the Contractual obligations or in the event of termination of Contract as per terms and conditions of Contract.

## **4.0 NON – TENDER / EXTRA ITEMS**

In case of items which the Contractor has to execute which are not covered in the tender, Non tender item will be dealt as extra item.

**Non-tender/Extra item, Pricing:** In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) submit market rates, supported by proper analysis which shall include invoices, vouchers etc. and failing which the rate approved later by the NID shall be binding and within 30 days of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

## **5.0 ESCALATION**

No claim on account of any escalation except Govt. levies / Tax on whatsoever ground shall be entertained at any stage of works. All rates as per Bill of Quantities (BOQ) quoted by Contractor shall be firm and fixed for entire period of Contract as well as any extended period for completion of the works. No other escalation shall be applicable on this Contract.

## **6.0 COMPENSATION FOR DELAY**

In the event of a delay (except force majeure) in completion of project work as per the Schedule for which Contractor is solely responsible as decided by NID, Contractor shall pay Liquidated Damages to NID at a rate of 1% (One Percent) per month calculated on daily basis subject to maximum Ten percent (10%) of the Contract amount without prejudice to other options available like termination of contract and forfeiture of EMD/PG/SD etc by NID

## **7.0 WORK AND RISK COST:**

NID reserves the right to get the whole or part of the service executed by some other agency at the risk and cost of the Contractor if it is found that the quality and / or the progress in respect of whole or part of the service is not satisfactory. Such dues shall be recovered from the erring contractor's EMD/PG/SD/Invoices etc.

## **8.0 TIME SCHEDULE & PROGRESS**

**8.1** Mobilizations period: A period of 7 days shall be given to the Contractor for mobilization of manpower and equipment at site after issue of LOA / Work Order.

**8.2** The photographs of the work taken on last day of every week indicating progress of work (in soft copies) shall be attached along with the physical progress reports to be submitted to NID.

## **9.0 PRICES, TAXES & DUTIES**

The Tenderer should quote firm prices / rates for all items of works, inclusive of all taxes, duties, levies, personal tax, corporate tax, welfare cess, etc. In case of any change in Government tax (GST) either increase or decrease shall be applicable for the contract period or the duly extended period of completion of work.

## **10.0 INSURANCE OF WORKS, ETC.**

In case of any mishap, the liability for the same will be borne by the Contractor only. NID will not be responsible for any kind of such mishap or damages in respect of men or material. To cover up such mishap or damages the contractor may obtain the following policies for his convenience so that progress/completion of the work remains unhampered:

- (i) Contractor's All Risk (CAR) policy covering Contract sum for material and labor of amount Equal to Contract amount and valid up to Contract period.
- (ii) General Public Liability / Third Party Liability of amount Equal to Contract amount and valid up to completion of Defect Liability Period
- (iii) Workmen Compensation Insurance policy for adequate number of manpower and appropriate amount based on the Contract amount and valid up to completion of Defect Liability Period.

## **11.0 PAYMENTS**

**11.1** NID certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on Contractor. Each Bill should be accompanied by applicable tax invoices as per applicable tax laws. Intermittent progress Photographs as and when required shall also be provided by the Contractor at his own cost. No payment of running account bill shall be released unless it is accompanied by Tax Invoices as above.

**11.2** The final bill shall be submitted by the Contractor in the same manner as specified in interim bills within three months of physical completion of the work. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates will, as far as possible be made within the period specified here in under, the period being reckoned from the date of receipt of the bill

**11.3** All payments shall be released by way of e-transfer through e-payment in India directly to their Bankaccount by NID.

## **12.0 MEASUREMENTS OF WORKS**

In the case of items which are not covered by specifications, mode of measurement as specified in the Technical Specifications of the Contract and if for any item no such technical specification is available, then a relevant standard method of measurement issued by the applicable Standard shall be followed.

## **13.0 COMPUTERISED MEASUREMENT BOOKS**

All measurements of all items shall be entered by the Contractor and compiled in the shape of the Computerized Measurement Book as per the format of NID so that a complete record is maintained for all the items of works performed under the Contract.

Whenever bill is due for payment, the Contractor would initially submit draft computerized measurement sheets for verification by the NID. The Contractor will, thereafter, incorporate any changes as may be done during these verifications in his Computerized Measurements for submission to NID.

The Contractor shall, without extra charge, provide all assistance with all appliance, labour and other things necessary for checking of measurements/ levels for NID.

#### **14.0 WORKS TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, CONDITION OF CONTRACTS AND INSTRUCTIONS, ETC.**

All items of work in the Bill of Quantities shall be carried out as per the prevalent / latest specifications and the rates shall include for supply of all required materials including proper storage, consumables, skilled & unskilled labour, supervision and tools, tackles, plant & machinery complete as called for in the detailed specifications and conditions of the Contract.

The Contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The Contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work assigned.

The Contractor shall comply with the provisions of the Contract and execute the works with care and diligence and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, and details and other things of temporary or permanent nature required for such execution in so far as the necessity for providing these, is specified or is reasonably inferred from the Contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of installation.

#### **15.0 MOBILIZATION OF LABOUR, MATERIALS AND MACHINERY**

- 1) All expenses towards mobilization at site and de-mobilization including bringing in equipment, work force, materials, dismantling the equipment's, clearing the site etc. shall be deemed to be included in prices quoted and no separate payment on account of such expenses shall be entertained.
- 2) It shall be entirely the Contractor's responsibility to provide, operate and maintain all equipment, scaffoldings and safety, gadget, lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all jobs as per the specifications and within the schedule time of completion of work. Further, Contractor shall also be responsible for obtaining temporary electric and water connection for all purposes. The Contractor shall also make standby arrangement for water & electricity to ensure uninterrupted supply.
- 3) The Contractor has to provide safety equipment and gadgets to his all workers, supervisory and Technical staff engaged in the execution of the work while working. The minimum requirement (but not limited to) shall be gum boots, safety helmets, Rubber hand gloves, face masks, safety nets, safety harness, goggles etc. as per work requirements. Sufficient nos. of these equipment and gadgets shall also be provided to NID by the Contractor at his own cost for use of NID Officials and/ or workforce while working/supervision of work at site, if applicable.

Contractor shall not be entitled for any extra payment in this regard.

All the costs associated with testing of materials required as per technical specifications shall be included in the Contractor's quoted rates in the Bill of quantities.

The Contractor shall produce receipted vouchers showing quantities of the materials to satisfy NID officials that the materials comply with the specifications. These vouchers shall be endorsed, dated and signed by the Contractor. A certified copy of each such vouchers signed both by NID and the Contractor shall be kept on record.

## **16.0 DEFECTS LIABILITY PERIOD**

The Contractor shall be responsible for the rectification of defects in the works for a period six (6) months after completion of work or handing over to NID, whichever is later. Any defects discovered and brought to the notice of the Contractor forthwith shall be attended to and rectified by him at his own cost and expense. In case the Contractor fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by NID at the cost and expense of the Contractor.

## **17.0 SUBLETTING / SUB-CONTRACTING**

The contract shall not be assigned or sublet without the written prior approval from NID otherwise NID shall have power to terminate the contract in the interest of the NID.

## **18.0 FORCE MAJEURE**

Bidder shall not be liable for default or non-performance of the obligations under the work-order, if such default or non-performance of the obligations under this work-order is caused by any reason or circumstances or occurrences beyond the control of the Bidder, i.e. Force Majeure.

For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the Bidder, due to or as a result of or caused by acts of God, wars, insurgency, riots, earthquake, natural calamity and fire, events not foreseeable, but does not include the Bidder's fault or negligence or carelessness on the part of the Bidder, resulting in such a situation.

In the event of any such intervening Force Majeure, the Bidder shall notify NID in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by NID, the Bidder shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

In such a case, the time for performance as decided by NID shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of one month of NID(Ahmedabad) and the Bidder shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of NID (Ahmedabad) shall be final and binding on the Bidder, including termination.

## **19.0 NO COMPENSATION CLAUSE**

The Contractor shall have no claim whatsoever for compensation or idle charges against NID on any ground or for any reason, whatsoever.

## **20.0 WATER AND ELECTRICITY**

Water & Electricity will be provided by NID at one point free of cost.

The Contractor shall also make standby arrangement for water & electricity to ensure uninterrupted supply, if required.

## **21.0 COMPLIANCE WITH NID SECURITY & OTHER NORMS**

The Contractor shall comply with all norms stipulated by NID such as Gate Passes, Security, Maintaining cleanliness, Discipline & Decency around the service site, Safety Precautions and Safety Regulations.

## **22.0 LAND FOR LABOUR ACCOMODATION, SITE OFFICE AND STORAGE, etc.**

Contractor shall make his own arrangement for constructing and maintaining the temporary labour colony, outside the premises at his own cost and is responsible for taking the clearance of local authorities, if required, for setting up / construction of the same. This is deemed to be included in the rates quoted by the Contractor for the works. The Contractor shall check the availability of land before tendering and no claim whatsoever in this regard shall be entertained.

The Contractor shall ensure that the all such areas are kept clean and sanitary conditions are maintained as laid down by the local authorities controlling the area. The land for the above purposes shall be so placed that it does not hinder the progress of work or access to the worksite. The vacant possession of the land used, for the purpose shall be given back by Contractor after completion of the work

### **23.0 SECURITY AND LIGHTING OF WORKPLACE**

The Contractor shall at his own cost take all precautions to ensure safety of life and property by providing necessary barriers, obstructions, protective cladding, lights, security watchmen etc. during the progress of work. NID shall not be responsible for safety/security of the materials brought in by the contractor to carry out the awarded work.

### **24.0 BILL OF QUANTITIES**

The quantities shown against the various items of work are only approximate quantities which may vary as per the actual requirement at site. No item which is not covered in the Bill of Quantities shall be executed by the Contractor without the approval of the NID. In case any Extra / Substituted item is carried out without specific approval, the same will not be paid.

### **25.0 INDIAN STANDARDS**

All items mentioned in the Bill of Quantities with reference to material, workmanship & mode of measurements will comply with all relevant standards.

### **26.0 WATERPROOFING TREATMENT**

Waterproofing treatment shall be of type and specifications as given in the Bill of Quantities.

The waterproofing of basement, roofs, water retaining areas shall be and remain fully effective for a period of not less than 10 (Ten) years to be reckoned from the date of expiry of the Defect Liability period, prescribed in the Contract. At any time during this guarantee period if NID finds any defects in the said treatment or any evidence of reinfestation, dampness, leakage in any part of buildings or structure and notifies the Contractor of the same, the Contractor shall be liable to rectify the defect or give re-treatment and shall commence the work or such rectification or re-treatment within seven days from the date of issue of such letter to him. If the Contractor fails to commence such work within the stipulated period, the NID may get the same done by another agency at the Contractor's cost and risk and the decision of NID for the cost payable by the Contractor shall be final and binding upon him.

Ten years guarantee in prescribed proforma shall be given by the contractor for the waterproofing treatment. In addition 10 % ( ten percent) of the cost of those items of water proofing under this item/subhead shall be retained as guarantee to watch the performance of the work executed. However, half of this 10% amount (withheld) would be released after five years from the date of completion of the work, if the performance of the waterproofing work is found satisfactory, balance amount will be released after 10 years, guarantee period as mentioned above.

Re-treatment, if required, shall be attended to and carried out by the Contractor within seven days of the notice from NID.

NID reserves the right to get the quality of treatment checked in accordance with recognized test methods and in case it is found that the chemicals with the required concentration and rate of application have not been applied, or the water proofing treatment is not done as per specifications, the Contractor will be required to do the re-treatment in accordance with the required concentration & specifications at no extra cost failing which no payment for such work will be made. The extent of work thus rejected shall be determined by NID. Water proofing shall be got done through approved / specialized agencies only

The Contractor shall make such arrangement as may be necessary to safeguard the workers and residents of the building against any poisonous effect of the chemicals used during the execution of the work.

During the execution of work, if any damage shall occur to the treatment already done, either due to rain or any other circumstances, the same shall be rectified and made good to the entire satisfaction by the Contractor at his cost and risk.



The Contractor shall make his own arrangement for all equipment required for the execution of the job. The Contractor whose tender is accepted shall execute & submit Guarantee Bond in the prescribed format approved by NID.

### **27.0 TESTS AND INSPECTION**

The Contractor shall carry out the various mandatory tests as per specifications and the technical documents that will be furnished to him during the performance of the work. All the tests on materials, as recommended by CPWD, MORTH and relevant Bureau of Indian Standards or other standard specifications (including all amendments current at the last date of submission of tender documents) shall be carried out by the Contractor at the field-testing laboratory or any other recognized institution / laboratory, as directed by NID. All testing charges, expenses etc. shall be borne by the Contractor. All the tests, either on the field or outside laboratories concerning the execution of the work and supply of materials shall be got carried out by the Contractor or NID at the cost of the Contractor.

### **28.0 WORKS TO BE OPEN TO INSPECTION**

All works executed or under execution in pursuance of this Contract shall at all times be open to inspection and supervision of NID.

### **29.0 CARE OF WORKS**

From the commencement to the completion of works and handing over of completed works to NID, the Contractor shall take full responsibility for care of all the works and in case of any damage / loss to the works or to any part thereof or to any temporary works due to lack of precautions or due to negligence on part of Contractor, the same shall be made good by the Contractor, at his own cost.

### **30.0 CO-ORDINATION WITH OTHER AGENCIES**

Work shall be carried out in such a manner that the work of other Agencies operating at the site is not hampered due to any action of the Contractor. Proper Co-ordination with other Agencies will be Contractor's responsibility. In case of any dispute, the decision of NID shall be final and binding on the Contractor. No claim whatsoever shall be admissible on this account.

### **31.0 SETTING OUT OF THE WORKS**

The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works. If at any time during the progress of works, shall any error appear or arise in the position, levels, dimensions or alignment of any part of the works, the Contractor shall at his own expenses rectify such error to the satisfaction of NID Engineers. The checking of any setting out or of any line or level by the engineers of NID shall not in any way relieve the Contractor of his responsibility for the correctness

### **32.0 SITE CLEARANCE**

The Contractor shall ensure that the working site is kept clean and free of obstructions for easy access to job site and also from safety point of view. Before handing over the work to the NID, the Contractor shall remove all temporary structures like the site offices, cement godown, stores, labour colonies, scaffolding, debris, left-over materials tools and plants, equipment, etc., clean the site to the entire satisfaction of the NID Engineering team. If this is not done the same will be got done by NID and the expenses will be recovered from any dues to the Contractor.

The Contractor shall clean all floors, remove cement / lime / paint drops and other deposits, clean joinery, glass panes etc., remove debris, soil, etc touching-up of all painter's works and carry out all other necessary items of works to make the premises clean and tidy before handing over the project, and the rates quoted by the Contractor shall be deemed to have included the same. This will be part of SITC before final payment to the contractor.

### **33.0 SET-OFF OF CONTRACTOR'S LIABILITIES**

NID shall have the right to deduct or set-off the expenses incurred or likely to be incurred by it in rectifying the defects and / or any claim under this agreement against the Contractor from any or against any amount payable to the Contractor under this agreement including Security Deposit and proceeds of Performance Guarantee.

#### **34.0 POSSESSION PRIOR TO COMPLETION**

NID shall have the right to take possession of or use any completed or partially completed work or part of the work. Such possession or use shall not be deemed to be any acceptance of any work not completed in accordance with the Contract agreement. If such prior possession or use by NID delays the progress of work an equitable adjustment in the time of completion will be made and the Contract agreement shall be deemed to be modified accordingly. The decision of NID in such case shall be final binding and conclusive.

When the whole of the works or the items or the groups of items of work have been completed the Contractor will give a notice to that effect in writing. Within 7 days of the date of receipt of such notice inspect the works and give instructions in writing to the Contractor specifying the balance items of work which are required to be done by the Contractor and shall also notify the Contractor of any defect in the works affecting completion.

#### **35.0 TECHNICAL STAFF FOR WORK**

The Contractor shall employ, at his cost, an adequate number of technical staff during the execution of this work depending upon the requirement of work. The Contractor shall not be entitled for any extra payment in this regard. The technical staff should be available at site, whenever required by NID to take instructions. Details of technical staff deputed at NID may be provided

#### **36.0 LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR**

The Contractor shall have a valid license under the Contract Labour (Regulation & Abolition) Act 1970 and the Contract Labour Act (Regulation & Abolition) Central Rules 1971 and amended from time to time and continue to have a valid license until the completion of the work including Defect Liability Period.

The Contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

The Contractor shall not engage any labour below the age of 18 under any circumstances. The provisions under Child Labour (Prohibition and Regulation) Amendment Act, 2016 should be strictly adhered to. In case of any non-compliance to the requirements of Labour laws, the Contractor shall be liable for all consequences or any penalty imposed in this regard.

Any failure to fulfil above requirement shall attract the penal provisions of this Contract.

#### **37.0 LABOUR SAFETY PROVISION**

The Contractor shall, at his own cost, take all precautions to ensure safety of life and property by providing necessary barriers, lights, watchmen etc. during the progress of work. NID shall not be held responsible for any mishap.

In case of all labour directly or indirectly employed in work for the performance on the Contractor's part of this Contract, the Contractor shall comply with all rules framed by Govt. from time to time for the protection of health and sanitary arrangements for workers.

#### **38.0 LAWS COVERING THE CONTRACT**

This Contract shall be governed by the relevant Indian laws for the time being in force

#### **39.0 LAWS, BYE-LAWS RELATING TO THE WORK**

The Contractor shall strictly adhere by the provisions, for the time being in force, of law relating to works or any regulations and bylaws made by any local authority or any water & electricity agencies or any undertakings within the limits of the jurisdiction of which the work is proposed to be executed. The Contractor shall be bound to give to the authorities concerned such notices and take all approvals as may be provided in the law, regulations or bylaws as aforesaid, and to pay all fees and taxes payable to such authorities in respect thereof.

#### **40.0 TERMINATION OF CONTRACT DUE TO CONTRACTOR'S FAULT**

If the Contractor is in default under any of the provisions of this Contract, including but not limited to:

1. Failure to proceed with all or any part of the Contract or Contract Work with due diligence
2. Failure to execute all or any part of the Contract or to perform any other obligations in accordance with the Contract.
3. Refusal or neglect to make good defective Work or after being instructed to do so by NID.
4. Going into liquidation (other than a voluntary liquidation for the purpose of reconstruction) or having a receiver appointed for all or part of its undertaking.
5. Delay in executing the Contract.
6. Abandoning the Contract.
7. Assigning or subletting any part of the Contract Scope of Work without the prior written approval of NID.
8. Failure to comply with any Applicable Law

Then, and in any such event and without prejudice to any other rights or remedies that NID may have, NID may issue Contractor written notice describing the default.

If Contractor does not commence remedy of the default within (10) Ten days after receipt of the notice, NID may terminate all or any part of the Contract Work under this Contract and may then complete or have others complete all such terminated Work at the Contractor's sole risk and cost.

The rights and remedies provided in this Article are in addition to the rights and remedies provided to NID by law, equity, or under any other Article in this Contract.

Such termination will not relieve the Contractor of its responsibility to its labourers, suppliers or any other creditors, including NID.

#### **41.0 ARBITRATION**

In case of any dispute or difference, at any time during the validity of this Contract, Between the parties as to anything contained in this Contract or arising out of the execution of this Contract, or as to the rights, liabilities and duties of the said parties hereunder, or as to the execution of the said Works, except in respect of matters for which it is provided herein that the decision of NID is final and binding, the same shall be referred to Arbitration and the final decision of an Arbitrator to be agreed upon and appointed by mutual consent of both the parties or – in case of disagreement on such appointment of sole arbitrator, such arbitration shall be dealt in accordance with the provisions of The Arbitrations and Conciliation Act 1996 (as amended). Such arbitration will be conducted in English and the place of arbitration shall be Ahmedabad.

#### **42.0 DEVIATION LIMIT**

Deviation limit is (+ / - ) 30% of individual items as per Bill of Quantity and overall deviation limit is (+/-) 10%