



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/02/ 2022-23

Dated 02.05.2022

## Document

**Tender for “Resurfacing & repair work of internal bituminous/concrete roads and paths including kerb stone removing/refixing at appropriate place of NID Campus, Ahmedabad”**

Part-1: Technical Bid

Part-2: Financial Bid

Tender Submitted By:

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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 “Resurfacing & repair work of internal bituminous/concrete roads and paths including kerb stone removing/refixing at appropriate place of NID Campus, Ahmedabad” 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/02/ 2021-22 dated 02.05.2022
2	Name and Location of Work	“Resurfacing & repair work of internal bituminous/concrete roads and paths including kerb stone removing/refixing at appropriate place at NID Campus, Ahmedabad”
3	Brief Scope of Work	“Resurfacing & repair work of internal bituminous/concrete roads and paths including kerb stone removing/refixing at appropriate place at NID Campus, Ahmedabad” as per BOQ Scope of work includes labour, material,scaffolding etc including all
4	Estimated Cost (Rs.)	<b>Rs. 22,10,000/-</b> (Twenty two lakhs Ten Thousand )
5	Period of Completion (Months)	3 Months (Three Months)
6	Earnest Money Deposit (EMD) (Rs.)	44,200.00.00 ( Rs Fourty Four Thousand Two Hundred only)
7	Non-refundable cost of Tender Document/Fee (Rs.)	<b>Rs 2500.00 (Rs. Two Thousand Five Hundred Only)</b> Shall be payable ONLY in the form of Demand Draft / Banker’s cheque/PO shall be prepared from Nationalised / Scheduled Bank only, drawn in favour of “National Institute of Design”, payable at Ahmedabad
9	Last Date & Time of Submission of On-line Tender	Up to 26.05.2022 by 17:00 Hrs
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	Up to 18.00 Hrs. on 26.05.2022  in the office of: The Chief Administrative Officer, NID, Paldi, Ahmedabad -380 007

	documents related to this Tender	
11	Date & Time of Pre-Bid Meeting	12.05.2022 at 11:00 Hrs at NID Ahmedabad
12	Date & Time of Opening of online Part-1: Technical Bid	27.05.2022 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 from the date of opening of Financial bid.

## INSTRUCTIONS TO TENDERERS

1. The Tender Document as uploaded can be viewed and downloaded free of cost 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, e-Tender Processing Fees, EMD and all other documents forming the Tender Document as per NIT. Online 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 before the Last Date & Time of Submission specified in the NIT & Schedule.
4. The Tenderers shall have to deposit an Earnest Money Deposit (EMD) i.e Rs 44,200/- 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 5% of the total accepted contract value (including earnest money deposit) as performance guarantee in the name of NID by PO/ Demand Draft only through a DD/ pay order 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
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.

8. Before tendering, tenderers are advised to visit the site 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 and e-tender processing fees 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 and e-tender processing fees shall not be refunded.
11. Any Tender submitted with incomplete or improper information and / or documents shall become invalid and the cost of tender document and e-tender processing fees shall not be refunded.
12. Any Tender submitted with additional conditions and / or modifications shall become invalid and the cost of tender document and e-tender processing fees shall not be refunded.
13. 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.

**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 describe in bidding documents. NID 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 NID. Neither any change in the time schedule of the contract nor any financial adjustment arising there of shall be permitted by the NID 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.
- Bidder may visit the site during working hours after taking due permission on contact number mentioned in tender document before quoting price bid

### 15. Minimum Eligibility Criteria: Work Experience

- a. The bidder intending to submit the Tender shall be established at least 5 (Five) years prior to the last date of submission of this tender and continually engaged in executing similar nature of works as the scope of this tender.
- b. Experience of having successfully completed similar works during the last 5 years ending previous day of 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 i.e. Rs 9,78,960/-.  
OR
  - ii. 2 (two) similar works each costing not less than 60% of the estimated cost of this tender i.e. Rs 14,68,440/-.  
OR
  - iii. 1 (one) similar works costing not less than 80% of the estimated cost of this tender i.e. Rs 19,57,920/-.
- c. Work done for central / state Govt. organizations or central / state Public Sector Units / Autonomous Bodies shall only be considered for determining the eligibility. The certificates (Form 3-A) / testimonials shall be obtained from an officer not below the rank of Executive Engineer in the organization.
- d. Joint ventures and / or Consortia of firms / companies shall not be allowed, and the tenderers should independently meet the eligibility criteria themselves.

### 16. Minimum Eligibility Criteria: Financial Strength

- a. The average annual financial turnover for the last 3 (three) years shall be at least 100% of the estimated cost of this tender. The requisite turnover shall be duly certified by a Chartered Accountant under his seal, signature & registration number.
- b. The bidder should have earned profit for the last 3 (three) Financial Years.
- c. Net worth of the bidder as on the last day of preceding Financial Year shall be Positive and shall be duly certified by Chartered Accountant under his seal.
- d. Bank Solvency Certificate for the firm / company, intending to submit Tender, issued by Scheduled or Nationalized Bank / Scheduled bank should be at least 40% of the Estimated cost of this tender and the certificate should have been issued not more than 6 months from the Last Date of submission of this tender.

### 17. Earnest Money Deposit (EMD)

- a. Any Tender submitted **without the requisite EMD** in the form of DD / pay order 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.
- b. All Start-up (recognized by DIPP) and Micro, Small Enterprises (MSEs) are allowed for exemption from submitting EMD as per NIT but exemption in cost of tender document/fee and relaxation in pre-qualification criteria (PQC) are not allowed for want of quality work. They shall require to submit an affidavit in stamp paper of Rs 100/- that in case they become eligible with lowest price bid will take up the work.

**18. 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. 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.

**19.** The Tender shall remain open for acceptance for a period of 60 (Sixty) days from the date of opening of the Financial Bid.

**20.** NID reserves the right to reject any or all the tenders in part or full without assigning any reason whatsoever.

# TENDER ACCEPTANCE FORM

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

Date: 02.05.2022

NIT No : NID/02/ 2022-23

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)** / Valid MSME Certificate with NID. If I/we fail to commence the work within 15 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:	“Resurfacing & repair work of internal bituminous/concrete roads and paths including kerb stone removing/refixing at appropriate place of NID Campus, “Resurfacing & repair work of internal bituminous/concrete roads and paths including kerb stone removing/refixing at appropriate place of NID Campus, Ahmedabad”
<b>B</b>	EMD	<b>44,200/-</b> ( Rs Fourty Four Thousand Two Hundred 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	5 % of the Contract Value (CC 2.1) ( Including EMD amount )
<b>D</b>	Security Deposit	10 % (Ten per cent only) shall be deducted from each bill . (CC 3.0)
<b>E</b>	Time allowed for completion of the works	3 Months (Three 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	12 months after completion of 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 to 11.3)
<b>I</b>	Period of Final Settlement	(Three) months from the date of Final Bill, after issuance of work completion certificate
<b>J</b>	Release of Security Deposit & performance Guarantee	After completion of Defects Liability Period ( 12 months) , subject to fulfilment of Conditions of Tender.

Yours faithfully,

\_\_\_\_ (Signature) \_\_\_\_\_ Name \_\_\_\_\_  
Signature of the Tenderer (with stamp)

Place :                      Date:

# GENERAL CONDITIONS OF CONTRACT

## 1.0 DEFINITIONS

1.1 National Institute of Design, hereinafter called "NID", proposes to get the works executed as mentioned in the Memorandum.

1.2 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 the Engineer-in-charge 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.
- 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) DATE OF COMMENCEMENT OF WORK means the date of start of Contract and shall be considered as 15th day after the date of issue of Letter of Award.
- h) LANGUAGE: All documents and correspondence in respect of this Contract shall be in English Language.
- i) LETTER OF AWARD shall mean NID's letter or notification conveying its acceptance of the tender subject to such conditions as may have been stated therein.
- j) MONTH means English Calendar month, and DAY means a Calendar day of 24 hours each.
- k) 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.
- l) 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.
- m) 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".
- n) WRITING means any manuscript typed, written or printed statement under or over signature and/or seal as the case may be.
- o) 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.
- p) 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.

- q) 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.
- r) In case of items which the Contractor has to execute which are not covered in the tender, Non tender item will be dealt as per clause 12.2 of latest GCC CPWD

## **2.0 PERFORMANCE GUARANTEE**

**2.1** Successful tenderer will be required to submit Performance Guarantee @ 5% ( including EMD) of the Contract Value within (15) Fifteen days from the date of issue of work order in the form of Demand draft /PO of any Nationalised / Scheduled Bank in favour of "National Institute of Design", payable at Ahmedabad.

**2.2** NID reserves the right of forfeiture of the one or more performance guarantee(s) on the pro-rata basis of the elapsed Contract period in the event of the Contractor's failure to fulfil any of the milestones/ Contractual obligations i.e. defaults in commencing the work, fails to maintain the required progress in terms of relevant clause of General Conditions of Contract, in case of improper or unacceptable work or work not done as per specifications etc. or all Performance Guarantee(s) in the event of termination of Contract as per terms and conditions of Contract.

If the Contractor commits any default as aforesaid, NID shall, without prejudice to any other right or remedy available in law, be at liberty to forfeit the Performance Guarantee(s) absolutely (not withstanding and/or without prejudice to any other provisions in the Contract) by giving the notice in writing in addition to action taken under other provisions contained in this Contract or otherwise.

**2.3** In case where the delay is compensated by the Contractor during the completion of next milestone(s), the amount towards forfeited Performance Guarantee(s) shall be refunded to the Contractor on production of the fresh Performance Guarantee, of the equivalent amount. Such amount will not accrue any interest to the Contractor. Further, such Performance Guarantee may also be forfeited in case of any failure by Contractor to fulfil any Contractual obligation in future.

**2.4** In case part of a Performance Guarantee is forfeited for recovery, balance Performance Guarantee will remain with NID which shall be returned only after successful completion / testing / commissioning and handing over the project to NID up to the entire satisfaction of NID.

**2.5** In case the Contractor fails to submit the Performance Guarantee(s) within 15 days, further extension for only 7 (Seven) days will be granted at 0.1% per PG amount per day. After extended 7 days decision of NID Authority will be final & binding.

**2.6** In case, part scope of work has been satisfactorily completed and handed over to NID by the Contractor and the remaining work / buildings are under hold / suspended for more than 3 months due to some hindrance beyond control of Contractor / NID or due to non-availability of site / clearance from NID, the un-forfeited Performance Guarantee(s) submitted by the Contractor and available with NID as on date, on specific request of the Contractor, may be released and returned back to the Contractor in lieu of submission and due verification of a fresh Performance Guarantee of equivalent amount towards balance work.

## **3.0 SECURITY DEPOSIT**

**3.1** Security Deposit or the Retention Money shall be deducted from each bills of the Contractor @ 10% (Ten per cent only). Interest will not be applicable on Security Deposit amount.

**3.2** Release / refund of Security Deposit 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. The expiry of Defect Liability Period shall be extended from time to time depending upon extension of time granted by NID.
- b) The Contractor produces a clearance certificate from the labour office.

**3.3** NID reserves the right of part or full forfeiture of Security Deposit 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 per clause 12.2 of latest GCC CPWD, as below:

**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 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 escalation shall be applicable on this Contract.

#### **6.0 COMPENSATION FOR DELAY**

In the event of a delay in completion of project work as per the Schedule for which Contractor is solely responsible, 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 Contract amount

#### **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.

#### **8.0 TIME SCHEDULE & PROGRESS**

**8.1** Mobilisation period: A period of 15 days shall be given to the Contractor for mobilisation of manpower and equipment at site after issue of LOA.

**8.2** Bar Chart: The Contractor will be required to submit a bar-chart giving details of each activity; its time duration and resources required to complete the same and get is approved by the NID before starting the work. A review of the programme with revised bar chart will be submitted to NID every month.

**8.3** The photographs of the project taken on last day of every month 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.

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

After issue of LOA/ work order, the Contractor shall obtain following Insurance policies:

- (i) Contractors' All Risk (CAR) policy covering Contract sum for material and labour 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 (minimum 20 workmen) of manpower and appropriate amount based on the Contract amount and valid up to completion of Defect Liability Period.

Penalty for not obtaining insurance, as above, shall be as follows:

- If the duration of insurance is not as per Contract period/ If the amount of insurance policy is less than the Contract / If policy is not taken at all penalty amount @ 1.5 % of the Contract amount.

All the above policies shall be in the name of the National Institute of Design, Ahmedabad. 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 mishapening. The Contractor has to take an insurance policy accordingly.

The Contractor is required to submit the original policy document and the receipt for payment of the current premium to NID.

## **11.0 PAYMENTS**

**11.1** All running payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and/or accepted by NID and shall not preclude the recovery for bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the Contract, or any part thereof, in this respect, or the accruing of any claim, nor shall it conclude, determine or affect in any way the powers of the NID under these conditions or any of them as to the final settlement and adjustments of the accounts or otherwise, or in any other way vary / affect the Contract.

NID certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on Contractor. Each running Bills should be accompanied by two sets of at least 10 (Ten) photographs as per direction of Engineer-in-charge taken from various points depicting status of work as on Bill date and Monthly Progress Report for the concerned month in the pro-forma to be given/ approved by Engineer-in-charge and 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 as per direction of Engineer-in-charge. No payment of running account bill shall be released unless it is accompanied by photographs, Monthly Progress Report and Tax Invoices as above.

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 or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. 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 as approved by Engineer-in-Charge, 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 by the Engineer-in-Charge or his authorized Engineer, complete with account of materials issued by the Department and dismantled materials.

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

## **12.0 MEASUREMENTS OF WORKS**

Engineer-in-charge shall, except as otherwise provided, ascertain, and determine by measurement, the value of work done in accordance with the Contract.

Except where any general or detailed description of the work expressly shows to the contrary, measurement shall be taken in accordance with the procedure set forth in the CPWD Specification. 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 Bureau of Indian 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. All such measurements and levels recorded by the Contractor from time to time, during the progress of the work, shall be got verified by the Contractor from NID at regular intervals, finalized in consultation with NID.

Whenever bill is due for payment, the Contractor would initially submit draft computerized measurement sheets for verification by the Engineer-in-charge. 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 by the Engineer-in-charge.

## **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 CPWD specifications, drawings and instructions of the Engineer-in-charge of NID 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. Latest updated CPWD specification shall be followed for execution of work.

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 by the Engineer-in-Charge.

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, architectural & structural drawings 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 construction.

## **15.0 MATERIALS TO BE PROVIDED BY THE CONTRACTOR**

The Contractor shall, at his own expense, provide all required materials including Cement & Steel for the works. The Contractor shall at his own expense and without delay; supply to the Engineer-in-charge samples of materials to be used on the work and shall get the same approved in advance, including carrying out and submitting quality tests as directed by NID.

The Contractor shall ensure that the materials are brought to site in original sealed containers or packing / bearing manufacturer's marking and brands (except where the quantity required is a fraction of the smallest packing). Materials not complying with this requirement shall be rejected. The empty containers of such materials shall not be destroyed/disposed-off without the permission of NID.

The Contractor shall produce receipted vouchers showing quantities of the materials to satisfy Engineer-in-charge 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 MATERIALS AND SAMPLES**

**16.1** The materials / products used on the works shall be only of approved make / brand out of list of manufacturers / brands given in the tender documents. The Contractor shall submit samples / specimens out of approved makes of materials / products to the Engineer-in-charge for prior approval. In exceptional circumstances Engineer-in-charge may allow alternate equivalent makes / brands of products / materials at his sole discretion. The final choice of brand / make shall remain with the Engineer-in-charge, whose decision in this matter shall be final and binding and nothing extra on this account shall be payable to the Contractor.

**16.2** The brands of all materials, articles fittings etc. approved together with the names of the manufacturers and firms from which supplies have been arranged shall be recorded in the site order book.

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

**17.1** 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.

**17.2** It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary construction 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 un-interrupted supply.

**17.3** It is mandatory for the Contractor 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 belts, 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. No staff/ worker shall be allowed to enter the site without these equipment's/ gadgets.

The cost of the above equipment / gadgets is deemed to be included in the rates quoted by the Contractor for the items & works as per Bill of Quantities and Contractor shall not be entitled for any extra payment in this regard. In case the Contractor is found to be deficient in providing Safety Equipment / Gadgets in the opinion of Engineer-in-charge, the Engineer-in-charge at his discretion can procure the same at the risk & cost of Contractor and provide the same for the use of worksite and shall make the recoveries from the bills of the Contractor for the same. The Contractor shall abide by all rules & regulations pertaining to Health, Safety and Environment.

**17.4** All materials, construction plants and equipment etc. once brought by the Contractor within the project area, will not be allowed to be removed from the premises without the written permission of the Engineer-in-charge. Similarly, all enabling works built by the Contractor for the main construction undertaken by him, shall not be dismantled and removed without the written authority of the NID. All Contractors' plant, machinery and equipment shall be kept in perfect condition during currency of the Contract.

All the quality reports shall be maintained / submitted by the Contractor as per CPWD / BIS norms.

Checklists & Registers:

- 1) Site Order Book
- 2) Work Diary
- 3) Hindrance Register
- 4) Drawing Register

- 5) Material Approval Register
- 6) Corrective Action Register
- 7) Daily Cement Consumption Register
- 8) Steel Register
- 9) Compressive Strength of Cement Concrete Cubes
- 10) Slump test of concrete
- 11) Any other register as inform to Contractor by NID / Consultant

These completed reports shall be duly signed by Contractor & submitted to NID. All the costs associated with testing of materials required as per technical specifications or by Engineer-in-charge shall be included in the Contractor's quoted rates in the Bill of quantities.

## **18.0 DEFECTS LIABILITY PERIOD**

The Contractor shall be responsible for the rectification of defects in the works for a period twelve (12) months or as specified in the Memorandum from the date of handing over the completed works by the NID. 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.

## **19.0 SUBLETTING / SUB-CONTRACTING**

**19.1** 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.

## **20.0 FORCE MAJEURE**

Should it appear likely that the execution of the Contract works may be delayed though any cause which the Contractor cannot control i.e., acts of God, acts of War. Whether declared or undeclared, public disorders, rebellion or sabotage, floods, riots, civil commotions etc. or any other cause not within the control of the party affected, he shall within 7 days give notice thereof in writing to the Engineer-in-Charge and the Engineer may extend the date of completion as far as he thinks reasonable. No extension of time granted by the Engineer-in-Charge shall relieve the Contractor of his other obligations under the Contract.

## **21.0 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.

## **22.0 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 un-interrupted supply, if required.

## **23.0 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.

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

**24.1** 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.

The Security Deposit of the Contractor shall be released only after Contractor demolishes all structures including foundations and gives back clear vacant possession of this land.

**24.2** If the Contractor is required to shift his labour campus at any time during execution of the work on the instructions of local authorities or as per the requirement of the work progress or as may be required by NID, he shall comply with such instructions at his cost and risk and no claim whatsoever shall be entertained on this account.

## **25.0 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 as directed by Engineer-in-charge.

## **26.0 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.

## **27.0 INDIAN STANDARDS**

All items mentioned in the Bill of Quantities with reference to material, workmanship & mode of measurements will comply with all relevant standards published by CPWD and / or Bureau of Indian Standards (BIS).

## **28.0 CENTERING & SHUTTERING**

Only marine plywood, steel plates or any material mentioned elsewhere in the tender document or as approved by Engineer-in-charge shall be used for formwork. The shuttering plates shall be cleaned and oiled before every repetition and shall be used only after obtaining approval of NID's Engineer-in-charge. The number of repetitions allowed for plywood and steel shuttering shall be at the discretion of Engineer-in-Charge of NID depending upon the condition of shuttering surface after each use and the decision of Engineer-in-charge in this regard shall be final and binding on the Contractor. No claim whatsoever on this account shall be admissible.

## **29.0 RECORDS OF CONSUMPTION OF CEMENT & STEEL**

**29.1** For the purpose of keeping a record of cement and steel received at site and consumed in works, the Contractor shall maintain a properly bound register, showing columns like quantity received and used in work and balance in hand etc. This register shall be filled up and signed daily by the Contractor's representative and checked by NID's representative.

**29.2** The register of cement & steel shall be kept at site in the safe custody during progress of the work. This provision will not, however, absolve the Contractor from the quality and quantity of the final product consumption.

## **30.0 TESTS AND INSPECTION**

**30.1** 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.

### **31.0 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 the NID.

The work during its progress or after its completion may also be inspected, by Chief Technical Examiner of Government of India (CTE) and / or an inspecting authority of State Government and / or by third party checks by owner/ clients. The compliance of observations / improvements as suggested by the inspecting officers of NID / CTE / State authorities shall be obligatory on the part of the Contractor at the cost of Contractor.

### **32.0 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.

### **33.0 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.

### **34.0 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 Engineer-in-charge. 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.

### **35.0 SITE CLEARANCE**

**35.1** 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 Engineer-in-Charge. 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.

**35.2** The Contractor shall clean all floors, remove cement / lime / paint drops and other deposits, clean joinery, glass panes 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 building, and the rates quoted by the Contractor shall be deemed to have included the same.

### **36.0 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.

### **37.0 POSSESSION PRIOR TO COMPLETION**

**37.1** 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.

**37.2** 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 to the Engineer in writing. The Engineer shall 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.

**37.3** The Contractor shall during the course of execution prepare and keep updated a complete set of 'as built' drawings to show each and every change from the Contract drawings, changes recorded shall be countersigned by the Engineer-in-Charge and the Contractor. Four copies of 'as built' drawings shall be supplied to NID by the Contractor within 30 days of the completion. All costs incurred in this respect shall be borne by the Contractor.

### **38.0 TECHNICAL STAFF FOR WORK**

**38.1** 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.

**38.2** Within 15 days of Letter of Award, the Contractor shall submit a site organisational chart and resume including details of experience of the Project-in-Charge and other staff proposed to be deputed by him for approval of NID. If desired by the Contractor at later date, the Project-in-Charge and other staff whose resume is approved by NID can be replaced with prior written approval of NID and replacement shall be with equivalent or superior candidate only. Decision of Engineer-in-charge shall be final and binding on the Contractor.

**38.3** Even after approving the site organizational chart, the Engineer-in-charge due to technical reasons and exigency of work can direct the Contractor to depute such additional staff as in view of Engineer-in-charge is necessary and having qualification and experience as approved by the Engineer-in-charge. The removal of such additional staff from the site shall only be with the prior written approval of Engineer-in-charge. The Contractor shall not be paid anything extra whatsoever on account of deployment of additional staff and decision of the Engineer-in-charge shall be final and binding on the Contractor.

### **39.0 VALUABLE ARTICLES FOUND AT SITE**

All gold, silver and other minerals of any description and all precious stones, coins, treasure, relics, antiques and all other similar things which shall be found in, under or upon the site, shall be the property of NID.

### **40.0 LABOUR LAWS**

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

The Contractor shall obtain 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. The Contractor shall also declare in each running bill that he has not engaged any labour below the age of 18 in the project.

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

#### **40.2 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 as directed by Engineer-in-charge.

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.

#### **42.0 LAWS COVERING THE CONTRACT**

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

#### **43.0 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.

#### **44.0 CONTRACT AGREEMENT**

The Contractor shall enter into a Contract Agreement with NID within 30 (Thirty) days from the date of Letter of Award failing which no payment shall be released to the Contractor. The cost of stamp papers, stamp duty, registration, if applicable on the Contract, shall be borne by the Contractor.

#### **45.0 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.

#### **46.0 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.

**47.0 DEVIATION LIMIT** : Deviation limit is (+ / - ) 30% of individual items as per Bill of Quantity.