



NATIONAL INSTITUTE OF BIOMEDICAL GENOMICS

(An autonomous Institute of Dept. of Biotechnology, Ministry of Science & Technology, Govt. of India)

TENDER DOCUMENT

NIT No.: NIBMG/ BRICK SOLING/2024-25/004

Date: 22.04.2024

**BRICK SOLING WORK AROUND THE NEWLY INSTALLED DG SET ALONG WITH AN
APPROACH ROAD AT NIBMG, KALYANI**

April, 2024

CRITICAL DATE SHEET

NIT No. NIBMG/ BRICK SOLING /2024-25/004

Date: 22.04.2024

Published Date	22.04.2024 (06.00 PM)
Bid Document Download / Sale Start Date	23.04.2024 (09:00 AM)
Pre-Bid Meeting Date	29.04.2024 (03.00 PM)
Clarification Start Date	23.04.2024 (09.00 AM)
Clarification End Date	28.04.2024 (02.00 PM)
Bid Submission Start Date	23.04.2024 (09.00 AM)
Bid Submission End Date	13.05.2024 (02.00 PM)
Bid Opening Date	14.05.2024 (03.00 PM)

NATIONAL INSTITUTE OF BIOMEDICAL GENOMICS

P.O.: N.S.S., KALYANI 741 251

TENDER NOTICE

NIT No. NIBMG/Brick Soling /2024-25/004

Date: 22.04.2024

(I) INSTRUCTION TO BIDDERS

1. SCOPE OF WORK

Online (e-procurement mode) bids in item rate are invited under two part system from experienced and resourceful contractor who fulfill the eligibility criteria for participation in the tender process for the following work.

SL. No.	Name of the work	Estimated Cost (₹) [Including GST]	Completion time in Months / days	Earnest Money (Rs.)
1.	Brick soling work around newly installed DG Set along with an approach road at NIBMG, Kalyani.	Rs. 2.15 Lakh	30 (thirty) days	4,300.00

Bid for the work shall remain valid for a **period of 90 days** after the deadline date specified for submission.

Intending Bidders may visit the Institute website www.nibmg.ac.in as well as e-procurement portal [www.eprocure.gov.in] for downloading the tender document, other details and any revisions or corrigendum.

Key dates: - As mentioned in the NIBMG Website and e-procurement portal.

Incomplete bids are liable to be rejected. National Institute of Biomedical Genomics (NIBMG) reserves the right to reject the tender without assigning any reason.

2. Eligibility Criteria

Intending bidders should fulfill the eligibility criteria laid down hereunder and they should satisfy themselves about their eligibility before submitting the tender. The bidders should submit the documents/credentials **in Part-I** of the bid against all the criteria to substantiate their eligibility to participate in the tenders.

- a) Minimum 5 (five) years' experience of having successfully completed works of similar nature with CPWD, State PWD, MES, Railways, Autonomous Bodies, any Reputed Organization and for following value of work (either i or ii) during last 5 (Five) years ending last day of month previous to the one in which tenders are invited.
 - i) Two similar completed works costing not less than ₹ 1.29 lakhs each, Including GST.
 - ii) One similar completed work costing not less than ₹ 1.72 lakhs, Including GST
- b) Minimum turnover of Rs. 4.3 lakh is required in any one year during last 5 years.
- c) Following Particulars of the Bidder are also required to be furnished in a separate sheet (format enclosed in Technical bid part) & submitted along with the relevant documentary evidence in Part-1 of the bid including EMD.
 - i) Name of the Organization
 - ii) Address
 - iii) Year of Establishment
 - iv) Status of the firm — whether Company/Firm/Proprietary
 - v) Whether registered with the Registrar of Company/ Registrar of Firms. If so, mention number and date

vi) Details of similar work and its value of work done with completion certificate during last 5 years

d) The bidders should also submit the photocopies of following documents in Part- 1 of the bid:

- i) Valid GST Registration Certificate
- ii) Professional Tax Registration Certificate
- iii) PAN Card
- iv) Valid Trade License Certificate
- v) Power of Attorney for the authorized signatory

3. Bid Price

The bidders are advised to visit the site of works at their own expense and obtain all information that may be necessary for preparing the bid.

- a) The contract shall be for the whole works as described in the Schedule of Works, drawings and technical specifications.
- b) For Item Rate Tender the bidder must ensure to quote rate of each item. No cell for price can be left blank. However, if a bidder quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section/sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest bidder.
- c) All duties, taxes, other levies payable by the contractor under the contract shall be included in the total price, except the GST. GST will be paid extra at the rate prevailing at the time of invoicing. New imposition of taxes and variations, (after award of contract) if any, will be borne by the Contractor, except for the GST, which will be paid as per actual.
- d) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subjected to adjustment on any account.
- e) The rates should be quoted in Indian Rupees only.

4. Method of Submission of Bid:

A) Bidders shall require to submit the bids online in the CPP portal in two Parts, which shall comprise the following:

a) **Part - 1 (The Technical Bid)** of the bid shall contain (In JPG format or PDF format)

- i. All documents, supporting fulfillment of eligibility criteria & commercial & general stipulations mentioned in the Tender Documents.
- ii. A set of bidding document duly signed and stamped by the bidder as token of acceptance of the entire Bidding Document including the Technical Specifications.
- iii. Any other materials required to be completed and submitted by bidders in accordance with these instructions.

Technical Bid must be submitted in the Format B at the following pages

Note: Part-1 (Technical bid) must not contain any price

b) **Part - 2 (The Financial Bid)** of the bid shall contain

- i... Priced Bill of Quantities

Note: The Financial Bid of the prospective tenderer/bidder will be considered only if the Technical Bid of the bidder is found qualified by the "Tender Evaluation Committee" of NIBMG.

5. Pre-bid Meeting:

Pre-bid meeting with the intending bidders will be held on 29.04.2024 at 3:00 PM in the institute. The intending bidders are advised to attend the Pre-bid meeting in their best interest.

6. Submission of Bid:

- 6.1 Bids shall be submitted online to E-procurement cell, NIBMG, Kalyani (<http://eprocure.gov.in/eprocure/app>)
- 6.2 Deadline date for submission of bid: Bids must be submitted online no later than 02:00 PM on 13.05.2024
- 6.3 NIBMG may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the NIBMG and the bidders previously subject to the original deadline will then be subject to the new deadline.

7. Bid Opening and Evaluation:

7.1 Opening of the Technical Bid:

All the Technical Bids received, will be opened online on 14.05.2024 at 3:00 PM. In the event of the specified date of Bid opening being declared a holiday NIBMG, the Bids will be opened at the appointed time on the next working day.

7.2. Examination of Bids and Determination of Responsiveness

- 7.2.1 Prior to the detailed evaluation of Bids, NIBMG will determine whether each Bid (a) meets the eligibility criteria; (b) has been properly signed; (c) is accompanied by the required EMD; (d) is substantially responsive to the requirements of the Bidding documents.

A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation.

- 7.2.2 If a Bid is not substantially responsive, it will be rejected by NIBMG and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

7.3 Evaluation and Comparison of Technical Bids

- 7.3.1 NIBMG will evaluate and compare only the Bids determined to be substantially responsive.
- 7.3.2 NIBMG will finalize the list of qualified Bidders whose Bids have been determined to be substantially responsive to the Bidding documents, provided that such Bidder has been determined to be eligible and qualified in accordance with the provisions of Clause: 2 of ITB
- 7.3.3 NIBMG will upload the Evaluation Report of the Technical Bids and notify the list of Qualified Bidders in the CPP Portal.

7.4 Right to accept any Bid and to reject any or all Bids

NIBMG reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the action.

8. Opening of the Financial Bid

- 8.1 NIBMG shall notify the time and date of online opening of the Financial Bid. Financial Bids of the qualified

bidders will only be opened.

8.2 The Financial Bids will be opened online.

8.3 The detail report on the Financial Bids, that is, the Bidders' names, the Bid Price, the total amount of each Bid will be uploaded in the CPP portal for information of the Bidders.

9. Integrity Pact.

Integrity Pact binds both buyers and contractor to ethical conduct and transparency in all activities from pre-selection of bidders, bidding and contracting, implementation, completion and operation related to the contract.

The Integrity pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any spect /stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of thePact include:

- a) Promise on the part of the Purchaser to treat all bidders with equity and reason and not to seek or accept any benefit, which is not legally available;
- b) Promise on the part of bidders not to offer any benefit to the employees of the Purchaser not available legally and also not to commit any offence under Prevention of Corruption Act, 1988 or Indian Penal Code 1860;
- c) Promise on the part of bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts; etc.
- d) Undertaking (as part of Fall Clause) by the bidders that they have not and will not sell the same material/equipment at prices lower than the bid price;
- e) Foreign bidders to disclose the name and address of agents and representatives in India and IndianBidders to disclose their foreign principals or associates;
- f) Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary;
- g) Bidders to disclose any past transgressions committed over the specified period with any other company in India or Abroad that may impinge on the anti-corruption principle;
- h) Integrity Pact lays down the punitive actions for any violation.

Each page of such Integrity pact proforma would be duly signed by Purchaser's competent signatory. All pages of the Integrity Pact are to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid and to make binding commitments on behalf of his company. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway.

The Integrity Pact would be effective from the date of invitation of bids till complete execution of the contract.

The model format of IP is at Annexure – 1.4.1 of B

FORMATS FOR TECHNICAL BID (1.1.1 to 1.6.1)

The information to be filled in by the Bidder in the following pages will be used for purposes of prequalification. This information will not be incorporated in the Contract.

The bidders shall fill in the information in the following format carefully, attach copies of the corresponding supporting documents (preferably marked as Annexure-1, 2....etc. for convenience of identification), duly sign and stamp the pages and then upload the pages in JPG or PDF format in the online bid.

The information and documents will be used for the purpose of technical evaluation of the bidders; hence the bidders are required to be very particular and careful.

S.L. No.	Description	Information to be filled in by the Bidder	Uploaded copies of the corresponding supporting documents	
			Name of the document (<i>to be filled in by the Bidder</i>)	Marked as
1.1.1	Particulars of the Bidder (Mandatory)			
	Name of the Firm:			
	Address of the Firm:			
	Established on			
	Contact Telephone Number of the firm:			
	Email id:			
	Statutory Registration No.			
	Place of Registration:			
	Registration for GST.			
	Professional Tax Registration Certificate			
	Income tax Permanent Account Number (PAN)			
	Valid Trade License			
	Registration under PF scheme, if any			
	Registration under ESI scheme, if any			
	Name of the authorized signatory (Attach copy of power of attorney or valid document)			
	Evidence towards submission of Earnest Money Deposit of Rs. 4,300.00 (Mandatory) or Bid Securing Declaration (only for MSEs) as stated above.			

1.2.1	Information regarding qualifying criteria (Mandatory)									
To be filled in by the bidder: List of similar works satisfactorily completed										
Sl. No.	Project Name	Name of the Employer*	Description of work*	Contract No.*	Value of contract (Rs. Lakh)*	Date of issue of work order	Stipulated period of completion	Actual date of completion *	Remarks explaining reasons for delay	
1										
2										
3										
4										
Sl. No.	To be filled in by the Bidder: List of the uploaded copies of the corresponding supporting document/s * with respect to the list of works stated above.							Uploaded copies of documents * marked as		
1										
2										
3										
4										

** Copies of certificate(s) from the Engineer(s)-in-Charge.*

1.3.1. To be filled in by the Bidder, for the last five years.				
Sl. No.	Financial year	Financial turnover Rs. Lakh	Uploaded copies of the corresponding supporting documents *	
			Description of the document	Marked as
1	2019-2020			
2	2020-2021			
3	2021-2022			
4	2022-2023			
5	2023-2024			

(*) Attach certificate from Chartered Accountant/ Auditor/Any other valid Certificate, viz., balance sheets, profit and loss statements, auditors ' reports (in case of companies/corporation)

1.4.1 Format of Integrity Pact

INTEGRITY PACT

Between National Institute of Biomedical Genomics (NIBMG), a Society registered under the Indian Societies Act 1860 represented by _____ hereinafter referred to as “The Principal”.

Andherein referred to as “The Bidder/ Contractor.”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will monitor the tender process and the execution of the contract for compliance with the principles mentioned below.

Section A: Commitments of the Principal

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced persons.
- d) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action.

Section B: – Commitments of the Bidder(s)/Contractor(s)

- a) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution. (a) The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, Certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as
- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

- f) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- g) The person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

Section 3 – Disqualification from tender process and exclusion from future Contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned.

Section 4 – Compensation for Damages

- 1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 3 Years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings.”

Section 6 – Equal treatment of all Bidders / Contractors/ Sub-contractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all Subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- 2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- 3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a bidder, Contractor or Subcontractor or of an employee or a representative or an associate of a bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Other provisions

- 1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Office of the Principal, i.e. Kalyani.
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the Principal)
(Office Seal)

(For & On behalf of Bidder/Contractor)(Office Seal)

Place.....

Place.....

Date.....

Date.....

Witness 1: (Name & Address): _____

Witness 2: (Name & Address): _____

1.5.1 DECLARATION BY BIDDER

I confirm that:-

- 1) I _____ Son / Daughter / Wife of
Shri _____ Proprietor/Director/Partner/Manager Resident of
_____, authorized signatory of the
Agency/Firm, _____, am competent to sign this Declaration and execute this
application document.
- 2) No employee or direct relation of any employee of NIBMG is in way connected as Partner
/Shareholder/Director/Advisor/Consultant/Employee etc. with the Company.
- 3) The information furnished is correct to the best of my knowledge and belief.
- 4) I have read and understood the general instructions to vendors and undertake to abide by the same.

.....
(Signature of Proprietor/Partner/Chief Executive)

Name

(In Capital Letters)
(Seal of Service Provider)

Place:

(II) Terms and Conditions

1. Terminology:

- a) **‘Owner’** means National Institute of Biomedical Genomics or its authorised representatives.
- b) **‘Work’** means Brick soling work around newly installed DG Set along with an approach road at NIBMG, Kalyani.
- c) **‘Contractor’** means the Agency/Firm on whom the owner placed the order for execution of the work.
- d) **Security Deposit:** Security Deposit will be deducted @ 10% (Ten percent) of the Bill value from each bill and the same will be released after satisfactory completion of Defect Liability Period (DLP). **Defect Liability Period (DLP)** is for **6 (Six)** calendar months and will be reckoned from the date of successful completion of the assigned work, after observing all the requisite formalities.
- d) **Commencement of work:** Within 10 (ten) days from the date of issue of the Notice to proceed with the work /Work Order.

e) Completion time:

The works should be completed in 30 (thirty) days from the date of commencement of work. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent between NIBMG (hereinafter referred to as The Owner) and the Contractor.

In the event of any delay not attributable to the Contractor, consequent extension of completion time shall be granted by the Owner at the sole discretion of the Owner against application by the Contractor.

Any willful delay on the part of the ‘Contractor’ in completing the construction within the stipulated period will render him liable to pay liquidated damages * _____ per day which will be deducted from payments due to him. The ‘owner’ may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 10% of the contract amount.

(Note: The amount of liquidated damages per week should be determined at 0.5 % of the contract value of the works and indicate here.)

f) Duties and responsibilities of the ‘Owner’

- The ‘Owner’ shall be responsible for providing regular and frequent supervision and guidance to the ‘Contractor’ for carrying out the works as per specifications. This will include written guidelines and regular site visit of the authorized personnel of the ‘Owner’, for checking quality of material and construction to ensure that it is as per the norms.
- The owner shall supply execution Material test certificate, specifications and / or guidelines to the Contractor for the proposed work.
- The Engineer or such other person as may be authorized by the ‘Owner’ shall hold meeting where the ‘Contractor’ or his representative at site will submit the latest information including progress report and difficulties if any, in the execution of the work. The whole team may jointly inspect the site on a particular day to take stock of activities.
- The Engineer shall record his observations/instructions at the time of his site visit in a site register maintained by the second party. The ‘Contractor’ will carry out the instructions and promptly rectify any deviations pointed out by the engineer. If the deviations are not rectified, within the time specified in the Engineer’s notice, the ‘Owner’ as well as the engineer nominated by it, may instruct stoppage or suspension of the construction. It shall thereupon be open to the ‘Owner’ or the engineer to have the deviations rectified at the cost of the Contractor.

g) Duties and responsibilities of the Contractor

The 'Contractor' shall:

- take up the works and arrange for its completion within the time period stipulated in clause 5;
- employ suitable skilled persons to carry out the works ;
- regularly supervise and monitor the progress of work ;
- abide by the technical suggestions / direction of supervisory personnel including engineers etc. regarding building construction ;
- be responsible for bringing any discrepancy to the notice of the representative of the 'Owner' and seek necessary clarification :
- ensure that the work is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation ;
- keep the 'Owner' informed about the progress of work ;
- be responsible for all security and watch and ward arrangements at site till handing over of the work to the 'Owner'
- Maintain necessary insurance against loss of materials/cash, etc. or workman disability compensation claims of the personnel deployed on the works as well as third party claims.
- pay all duties, taxes and other levies payable by construction agencies as per law under the contract ('Owner' will effect deduction from running bills in respect of such taxes as may be imposed under the law).
- clear the site on completion of work.
- make available the following instruments during execution of work at site
 - i) Leveling instrument and leveling staff
 - ii) Set of sieves for checking the grading quality of bedding sand
 - iii) Weighing instrument with valid calibration certificate.

h) Variations / Extra Items / Deviation

The works shall be carried out by the 'Contractor' in accordance with the approved drawings and specifications. However, if, on account of site conditions or any other factors, variations are considered necessary, the following procedure shall be followed:-

- The 'Contractor' shall provide the Engineer with a quotation for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request before the Variation is ordered.
- If the quotation given by the 'Contractor' is unreasonable, the Engineer may order the Variation and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the Variation on the Contractor's costs.
- The 'Contractor' shall not be entitled to additional payment for costs, which could have been avoided by giving early warning or which are carried out without prior approval.
- The "Owner" shall have the power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the authorized Engineer of the Owner and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted item which the contractor may be directed to do, shall be carried out by the contractor on the same conditions in all respects which he agreed to do the main work.

i) Termination

The Owner may terminate the Contract if the other party causes a fundamental breach of the Contract.

Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) the contractor stops work for 07 days and the stoppage has not been authorized by the Engineer;
- (b) the Contractor has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (d) the Contractor does not maintain a security which is required; Notwithstanding the above, the Owner may terminate the Contract for convenience.

If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

j) Payment upon Termination

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.

If the Contract is terminated at the Owner's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

k) Dispute settlement

If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.

In the event of agreement not being reached, the matter will be referred for arbitration by a Sole Arbitrator to be appointed by the Owner. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.

l) Special information regarding the work

- i) Quantities in Schedule of Works/ BOQ are tentative. Payments will be made on basis of actual measurements.
 - ii) Valid insurance papers covering accident related expenditures/claims should be submitted at the time of deployment at site.
 - iii) NIBMG will not provide any accommodation to the workers/supervisors engaged for the work.
 - iv) Custody and storage of material is the responsibility of the contractor. NIBMG will in no way can be held responsible for any theft of material / machinery / equipment of the contractor at site.
 - v) Electrical power for construction work, if required will be provided at site on chargeable basis.
 - vi) Settlement of any claim arising out of accident / death of any person deployed by the contractor at site will be the sole responsibility of the contractor.
 - vii) The contractor shall take necessary action to fulfill all applicable statutory obligation as well as safety measures as required to execute the work.
 - viii) **Water charges @ 1% of the contract value, shall be deducted from the Contractor's bill.**
 - ix) NIBMG as a principal employer will in no way be held responsible for any accident or loss of life in site. Contractor will ensure about the safety and security of its staff at site and preferably should have medical /workman's compensation coverage for the workers working at site.
- m) Legal issues:** All disputes arising out of or in any way connected with this work order shall be deemed to have been arisen in Kolkata and only the Court in Kolkata shall have jurisdiction to determine the same
- n) Payment Terms:**
- i) 90% Payment will be made on the basis of actual execution after submission of bill and certification by NIBMG engineer. Balance 10% payment shall be made after successful completion of the Defect Liability Period (DLP).
 - ii) No mobilization advance will be paid.

Manager (Administration)
On behalf of Director, NIBMG

III BILL OF QUANTITIES

BOQ for Brick soling work around newly installed DG Set along with an approach road at NIBMG, Kalyani.

Sl. No.	Item Descriptions	Unit	Qty.	Unit Rate (Rs.) [excluding GST]	Amount (Rs.)
1	Supply and laying brick flat soling including ramming and dressing bed to proper level and filling joints with filling sand.	Sqm.	320		
2	Surface Dressing of the ground in any kind of soil including removing vegetation inequalities not exceeding 15 cm depth and disposal of the rubbish within a lead up to 75 m as directed.	Sqm.	280		
				Taxable amount	
				Add : CGST @ 9%	
				Add : SGST @ 9%	
				Total	

(Rupees.....only)

Note:

1. Quantities above are tentative. Payment will be made as per actual executed quantity.
2. Unit rate shall include all finishing and cleaning work, making good of damages, etc.