

**NATIONAL PROJECTS CONSTRUCTION CORPORATION LTD.
(A GOVT OF INDIA ENTERPRISE)
EASTERN ZONAL OFFICE
3A, DR. S N ROY ROAD, KOLKATA-700029**

**TENDER DOCUMENT FOR THE WORK OF
“CONSTRUCTION OF CONTAINER PARKING
YARD (PHASE –III) (PKG –II) AT SECTOR-I
FSEZ**

**Tender Notice No:- EZ/FSEZ/NIT/12-13/697 dt
23/08/12(PKG –II)**

ISSUED TO :-

NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED
(A Govt. of India Enterprise)
EASTERN ZONAL OFFICE
3A, Dr S. N. Roy Road, Kolkata-700029
Phone:-033-2466-7371, 033-2463-4965/5138

NOTICE INVITING TENDRR

REF NO :-EZ/ FSEZ/NIT/12 - 13/697

Dated :-23/08/2012

Sealed opened tender in two envelope is invited in by the Zonal Manager, Eastern Zone, NPCC LTD from reputed , resourceful civil contractors having competency & experience , for executing similar nature of jobs.

SI No.	Name of work	Time of compl	Approximate cost (Rs.in lacs)	E.M.D. (Rs.)	Cost of tender doc.
1	“Construction of Container Parking yard (Phase –III) (pkg –I) at sector-I FSEZ	4 (Four) months	57.80	116000/-	5000/-
2	“Construction of Container Parking yard (Phase –III) (pkg –II) at sector-I FSEZ	4 (Four) months	57.80	116000/-	5000/-

Date of sale of tender document:- 24/08/12 to 14/09/12 upto 12.00 PM.

Date of submission of tender documents:- on 14/09/12 upto 3-00 PM

Date of opening of tenders of Envelope I :- on 14/09/12 at 4-30 PM.

MINIMUM ELIGIBILITY CRITERIA (DOCUMENTARY EVIDENCE FOR WHICH TO BE SUBMITTED) IN ENVELOPE-I.

- i) The applicant must possess completion certificate for 3(three) similar nature of works of value not less than 40% or 2(two) similar nature of works of value not less than 50% or one similar nature of work of value not less than 80% of the approximate cost as mentioned above with in last 7 years ending last day of month previous to the one in which application is invited. **Similar nature of work means Construction of RCC work. Value of completion certificates are to be updated to 12-13 price level @ 5% per year compounded.**

- ii) The applicant must possess VAT No., PAN, EPF Registration No., Service Tax Registration No.
- iii) Average annual financial turnover during the **last 3 (three) years ending 31st March of the previous financial year should be at least 30% of the approximate cost of work for which tender is being invited. Balance sheet ,Profit & Loss statement to be submitted. Financial Turnovers are to be updated to 11-12 price level @ 5% per year compounded.**
- iv) Copies of original documents (as applicable) defining the constitution or legal status, place of registration, and principal place of business like Memorandum & Articles of Association/ Registered Partnership deed/ Affidavit in support of proprietorship, written power of attorney in favour of the signatory of the Bid.
- v) Even though the bidders meet the above qualifying criteria, they are subject to be disqualified at any stage of the tender process ,if they have:
 - a) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;(NPCCL, in this regard always reserves the right to verify from any person, banker of the applicant or companies issuing credentials in favoyr of the applicant) and/or
 - b) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
 - c) participated in the previous bidding for the same work and had quoted unreasonably high/low bid prices and could not furnish rational justification to the employer. This is only applicable if the tender is being invited for other than first time.

However, tender inviting authority always reserves the right to verify the competency/eligibility of the bidders with regard to any other works being executed or completed by the bidder from previous or existing client of the bidder in writing & reserves the right not to qualify the bidder for opening of price envelope.

Applicants are advised to see the site of work well in advance and get themselves thoroughly acquainted with the local conditions at site, transport facilities, availability of water, facilities of access to the site, difficulties of work if any, and other matters that may be required for submission of price. No excuses for ignorance of such situations/factors will not be entertained.

Value of work shown in the notice is only approximate & may be appreciably increased or reduced for which amendment will be issued and eligibility criteria as stated above will accordingly be applicable.

Canvassing in connection with the application submitted is strictly prohibited and tenderer who resorts to this will render his tender liable to rejection.

This corporation reserves the right to verify the documents submitted by the applicants with the originals, if desired or if desired may refer the same to the issuing authority for authenticity

This notice made available in web site, is only for viewing purpose . Applicants are to submit application for purchase of tender document in the respective letter heads of their company.

Further, any corrigendum/addendum/errata etc. in respect of above notice shall be made available in our official web site www.npcc.gov.in only . No further press publication shall be made in this regard. Hence applicants are advised to visit our website regularly for any amendment/ corrigendum/ addendums in this regard.

ZONAL MANAGER

CC:

- 1.The Development Commissioner, FSEZ, Kolkata, for kind information & with a request for nominating at least one official from FSEZ as member of the tender committee for finalizing tenders invited in connection with the works of CNCI, if desired.
2. The Zonal Manager, Eastern Zone, NPCC Ltd., Faridabad – for kind information please.
3. GM(PMC), NPCC LTD, Corporate Office, Faridabad for uploading in necessary web sites please . Soft copy of the same in this regard is being sent to [e-mail IDs npcc1757@rediffmail.com](mailto:npcc1757@rediffmail.com) & pmc.npcc@nic.in
4. The AM(F) /EZ, NPCC Ltd.,EZO ,Kolkata.
5. Notice Board.

NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED
(A Govt. of India Enterprise)
FORM OF TENDER
(To be submitted in bidder's letter head)

To,
Zonal Manager,
Eastern Zone
NPCC Ltd,
Kolkata

1. I / We hereby tender for execution of the work as per tender documents within the time schedule of completion of work and accepted rates in the bill of quantities quoted by me/us for the whole work in the accordance with the Notice Inviting Tenders, conditions of Contract. Specifications of materials and workmanship, bill of quantities. Drawing time schedule of completion of jobs and other documents and papers, all as in tender documents.
2. It has been explained to me/ us that the time stipulated for jobs and completion of works in all respects and in different stages mentioned in the "Time schedule for Completion of jobs and signed and accepted by me/us is the essence of the contract. I/We agree that in case of failure on my/our part to strictly observe the time of completion mentioned for jobs or any of them and the final completion of works in all respects according to the schedule set out in the said "Time Schedule for completion of stipulations contained in the contract the recovery being made as specified therein. In exceptional circumstances extensions of time which shall always being in writing way, however be granted by the NPCC at its entire discretion for some items and I/we agree that such extension of time will not be counted for the final completion of work as stipulated in the said "Time Schedule of Completion of jobs."
3. I/we agree to pay the earnest Money, ISD/Performance Gurantee, Security Deposit and accept the terms and condition as laid down in the memorandum below in this respect.

MEMORANDUM

- | | | |
|------|---|---|
| i) | General Description of work- | As mentioned in the NIT. |
| ii) | Earnest Money Deposit- | As mentioned in the NIT. |
| iii) | Initial Security Deposit/
performance gurantee | 2%(two) of contract value within 07 days
after issue of Letter of acceptance including
EMD. |
| iv) | Estimated Cost | As mentioned in the NIT. |

- | | | |
|-------|-----------------------------|--|
| v) | Security Deposit | To be deducted @ 10 % of each RA bill and will be restricted up to 10% of the contract value including 2% ISD. |
| vi) | Time allowed for starting | The date of start of contract shall be reckoned from the date of issue of letter of award . |
| vii) | Time for completion of work | Total work to be completed in accordance with the time schedule of completion of work in the tender documents. |
| viii) | Location of the work:- | As mentioned in the NIT. |
-
4. Should this tender be accepted, I/We agree to abide by and fulfill all terms and conditions referred to above and in default thereof, to forfeit, and pay NPCC or its successors or its authorized nominees such sums of money as are stipulated in the notice inviting tender documents.

 5. If I/We fail to commence the work within 10 days of the date of issue of Letter of award or I/We fail to submit Initial security deposit within 7 days from the date of issue of letter of acceptance , I/We agree that NPCC shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money deposited with NPCC as specified above or Initial security deposit as applicable besides any other action as per terms of registration with NPCC. The NPCC shall also be at liberty to cancel the letter of acceptance of tender if we fail to deposit the initial security deposit, as contained elsewhere in the tender documents.

Dated the _____ day of _____

SIGNATURE OF TENDERER

NAME IN CAPITAL LETTERS _____

ADDRESS _____

SEAL OF TENDERER

WITNESS

OCCUPATION. _____

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NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED
(A Govt. of India Enterprise)

INSTRUCTION TO TENDERERS.

- 1) Tenderers should deposit the Earnest Money as mentioned above along with the tender by Demand Draft payable at Kolkata on any scheduled bank in favour of National Projects Construction Corporation Li for an amount as mentioned above. Tender will be rejected if submitted, without any earnest money. Term deposit will not be accepted in any case.

2) SUBMISSION OF TENDERS:-

Tender to be submitted in two separate envelopes as detailed below containing the following:-

Envelope-I, :- a) Earnest Money deposit as detailed.

b) Unequivocal acceptance of all the Terms & Conditions & technical specifications of the bidding document in Format "ACCEPTANCE OF TENDER CONDITIONS"

c) The power of attorney of the person signing above documents

Envelope-II:-

The tender document issued to the bidder, with rates duly filled in, signed & stamped in all pages. There should be no condition in this envelope which will otherwise make the bid of the tenderer liable to be cancelled.

All the envelopes to be marked on top as Envelope-I Envelope-II as applicable with name, address, phone no of the bidder submitting the bid & addressed to the tender inviting authority. All the two envelopes to be put in a third outer marked as "Containing Envelope-I, & Envelope-II should also bear the name, address & phone no of the bidder & addressed to the tender inviting authority.

Tenderer should quote in figures as well as in words their rate in percentage below/the percentage above or at par at the bottom of summary sheet of priced schedule of works in the following manner : "I/We agree to carry out the work for which the tender has been invited at par/the percentage above/the percentage below the rates shown in the schedule attached with the tender and agree to abide by all the specifications, terms and conditions and stipulation of the tender documents".

In the event of after opening Envelope-II, lowest bidder' s offer is found to be not sufficiently responsive due to any reason as detailed elsewhere in the tender document, second lowest bidder will be considered to be the lowest bidder.

- 3) Intending tenderers are advised to see the site of work and consider other aspects that might bear an impact in the execution of work and get themselves thoroughly acquainted with the local & actual conditions at site, transport facilities, availability of water, facilities of access to the site, difficulties of work if any, law & order situation or any other matter that might have any direct or indirect impact on smooth execution of work before submitting the tender. The contractor shall be fully responsible for considering financial effect of any or all such factors in his quoted rates. No claim due to absence of knowledge of site condition etc, will be entertained in future.
- 4) The tender form and papers must be duly filled in and _____ in all respects. All corrections and additions and alternations etc. must be duly signed. Each tender must be signed by the tenderer in all pages and addressed to the Zonal Manager, EZ, NPCC LTD in the letter head of the company.
- 5) A tender once submitted shall not be withdrawn within a period of 120 days from the day of receipt of the tenders. If a tenderer withdraws his tender , his earnest money deposit shall stand forfeited and he shall render himself liable to be debarred from submitting any tender for works under NPCC LTD for a minimum period of one year. His enlistment with the corporation, if any will also be cancelled on the occurrence of above.
- 6) Time is the essence of the contract. Time allowed for _____ of the work is as mentioned in the above table to be considered from the date of letter of award.
- 7) The successful tenderer will have to purchase five copies of tender documents after payment of cost (as mentioned above) and also Non Judicial stamp paper of appropriate value for signing formal agreement with NPCC within 15 (fifteen) days from the date of issue of letter of award, failing which the tender shall liable to be terminated and the Initial security/ performance guarantee deposited & earnest money shall stand forfeited to Corporation without any further reference to the contractor.
- 8) Obtaining Labour License from Statutory Authority is the responsibility of the contractor. The contractor during the course of execution of the job shall abide by all labour laws, Acts, Electricity Rules, statutory regulations

- etc. as will be enforced during the period of contract contractor shall also abide by the rules and regulations laid down by the purchaser regarding day-to-day works at the site, providing entry passes to his employees, labours etc. All tools and plants and implements required for the execution of work should have to be arranged for by the contractor at his own cost or expense.
- 9) Bailing out water from site, shoring , dewatering of excavated pit for foundation or otherwise for the interest of work, site clearance before & after the work , making approach to site or borrough pit will be the contractors responsibility & tenderer should in built costs while quoting his rates.
 - 10) Tender drawings provided with the tender is purely ten & such drawings cannot be referred in discussion or claim in the future.
 - 11) All rates quoted shall be inclusive of all charges including transportation, loading unloading ,safe delivery at site and all other taxes duties applicable and prevailing at the time of submission of tendering Octroi , Tools , Ferry Charges, Local Charges, Royalties, Sales Tax , Service tax Excise, EPF, Construction workers' welfare cess, all other taxes, duties & charges of other statutory authorities. ,
 - 12) Value of work shown in the tender notice is only approximate & may be appreciably increased or decreased at tender stage(for which necessary corrigendum will be issued) or during execution stage the discretion of the Zonal Manager & who will be approving authority for the same and in that case. The contractor will be bound to abide by the specifications, terms, conditions and rates of the tender. No claim in this regard will be entertained.
 - 13) Canvassing in connection with the tender submitted is prohibited and tenderer who resorts to this will render his tender liable to rejection.
 - 14) The earnest money deposited by an unsuccessful tenderer will be refunded on application to the Corporation in due course as per rules as the case may be. Such earnest money will not accrue any interest.
 - 15) The accepting authority of the tender does not bind himself to accept the lowest tender and reserves the right to accept/reject or tenders or to accept any tender without assigning any reason to anybody, whatsoever. The accepting authority also reserves the right to split up any part of work between two or more tenderers.

- 16) Tenderers should be aware of all statutory provisions relating to working in the area and should abide by the same and any claim arising out of the same, if any, will not be entertained.
- 17) No extra payment of any kind e.g. increase in labour rates, material cost, transport cost, fuels, spare parts, tools tackles, machine, taxes etc or due to enactment of any new law or for any other reason will be entertained during execution of the work and till completion.
- 18) Under no circumstances, the participating bidders are entitled to alter their tender after acceptance of the tender.
- 19) The tenderer shall submit an analysis of rates if called upon to do so.
- 20) Conditional tender will not be accepted & will summarily be rejected.
- 21) Barricading the site as directed by site engineer, with MS/PGI/CGI sheets with proper support arrangement to make it intrusion free from persons not related to the construction activities & proper lighting of the area will be contractors responsibility for which costs are to be inbuilt in his rate.
- 22) **MOBILIZATION OF MEN, MATERIALS AND MACHINERY :**
- 23) All expenses towards mobilization at site and de-mobilization including bringing in equipment, work force, materials, dismantling the equipments, 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.
- 24) It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary construction equipments, 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 make standby arrangement for water & electricity to ensure un-interrupted supply.
- 25) The procurement and supply in sequence and at the appropriate time of all materials and consumable shall be entirely the contractor's responsibilities and his rates for execution of work shall be inclusive of supply of all these items.
- 26) All designs, drawings, bill of quantities, etc for all works shall be supplied to the contractor for all structures, services and development works by NPCC in phased manner as the works progress. However it shall be the

duty and responsibility of the contractor to bring to the notice of the NPCC in writing as to any variation, discrepancy or any other changes required and to obtain revised drawings and designs and / or approval of the NPCC in writing for the same & such discrepancies shall never be the cause for extension of time or cost escalation.

27) One copy of contract documents including drawings furnished to the contractor shall be kept at the site and the same shall at all reasonable times be available for inspection.

28) All materials construction plants and equipments 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 NPCC. 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 NPCC.

29) Contractor shall have to prepare the shop drawings, bar bending schedule, free of cost if required for any of the items of work. Five copies of these shop drawings including revised drawings if any will be submitted to NPCC for approval. Before executing the items shop drawings should be approved by NPCC.

Signature of Bidder

Signature of tender inviting

GENERAL CONDITIONS OF CONTRACT

DEFINITIONS

- I. EXECUTING AGENCY/Employer means M/s N P C C Ltd. (A Govt. of India Enterprise) referred as NPCC who has been retained as by owner for any type of construction.
- II.
- III. National Projects Construction Corporation Ltd. Herein after called NPCC propose to complete the construction of Type quarters in different parts of West Bengal
- IV. The work will be executed as per drawings "GOOD FOR CONSTRUCTION" to be released by NPCC
- V. ENGINEER –IN-CHARGE means the Engineer of NPCC who shall supervise and be in-charge of the work from time to time.
- VI. WORKS OR WORK The expression 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.
- VII. CONTRACTOR The contractor shall mean the individual firm or company undertaking the works and shall include the legal personal representative or such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual firm or company.
- VIII. DRAWINGS mean the drawings referred to in the specifications and any modifications of such drawings or such other drawings as may from time to time be furnished or approved by NPCC
- IX. SITE means the lands and other places on under, in or through which the works are to be executed or carried out and any other lands or places provided by NPCC or used for the purpose of the agreement.
- X. APPROVAL means approved in writing including subsequent written confirmation of previous verbal approval.
- XI. WRITING means any manuscript typed written or printed statement under or over signature and / or seal as the case may be.
- XII. MONTH means English Calendar month 'Day' means a Calendar day or 24 Hrs. each
- XIII. CONTRACT price means the sum for which the tender is accepted as per the letter of intent.
- XIV. LANGUAGE All documents and correspondence in respect of this contract shall be in English Language.
- XV. BILL OF QUANTITIES OR SCHEDULE OF QUANTITIES means the priced and completed Bill of Quantities or Schedule of Quantities forming part of the tender.
- XVI. TENDER price means the Contractor's priced offer to NPCC for the execution and completion of the work and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Intent or Award letter The word TENDER is synonymous with Bid and the word TENDER DOCUMENTS with "Bidding Documents" or "offer documents".
- XVII. The headings in the clauses/ conditions of tender documents is for convenience only and shall not be used for interpretation of the clause / condition.

XVIII. Owner will mean BSF/CNCI/NIH/NIOH/FSEZ.

XIX. Words imparting the singular only also include the plural and vice versa where the context requires.

Clause 1 – The person/persons whose tender may be accepted (hereinafter called the contractor) within seven days of the issue of letter of acceptance of his tender deposit with the corporation in cash or Demand Draft a sum sufficient with the amount of the earnest-money deposited by him with his tender to make up the full initial security deposit as specified in the tender. Balance amount security deposit will be deducted from each R/A bill at rate as specified in the tender document to make for full amount of security deposit which is ten percent of the contract price. All compensation or other sums of money payable by the contractor to the corporation under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from any sums which may be due or may become due to the contractor by the corporation on any account whatsoever, and in the event of security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter make good in cash or demand draft in favour of NPCC Ltd any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof.

Clause 2 – The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date of issue of letter of award to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one per cent, or such smaller amount as the Zonal Manager (whose decision in writing shall be final) may decide on the amount of the tendered amount of the whole work as shown by the tender, for every day that the work remains uncommenced or unfinished after the proper dates. The contractor shall commence execution of such part of the work as may be notified to him from the date of the order for commencement for work and diligently continue such work and further to ensure good progress and during the execution of the work, he shall be bound in all cases in which the time allowed for any work exceeds one month to complete one-fourth of the whole of the work before one-fourth of the whole time allowed under the contract has elapsed, one-half of the work, before one-half of such time has elapsed, and three-fourth of the work, before three-fourths of such time has elapsed. In the event of the contractor failing to comply with any of the conditions herein he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Zonal Manager (whose decision in writing shall be final) may decide on the said tendered amount of the whole work for every day that the due quantity of work remains incomplete provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten per cent on this contract amount of the work.

Compensation
for delay

Clause 3 – In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid on one sum or deducted by installments) the Zonal Manager, on behalf of the Corporation shall have power to adopt any of the following courses, as he may deem best suited to the interests of the Corporation.

Action when whole
of security deposit is
forfeited.

- I. To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Zonal Manager shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of the Corporation.
- II. To employ labour paid by the Corporation and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done. In all respects in the same manner and at the same rates as it had been carried out by the contractor under the terms of his contract the certificate

of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.

- III. To measure up the work of the contractor, and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the corporation under the contract or otherwise. of from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Zonal Manager the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procure any materials, or entered into any engagements or made any advances on account of, or with a view to the execution of the work or the performance of the contract. And in caser the contract shall be rescinded under the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work theretofore actually performed under this contract, unless and until the Executive Engineer /Asstt. Engineer will have certified in writing the performance of such work and value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

Clause 4 – In any case in which any of the powers conferred upon the Zonal Manager by clause by 3 hereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not withstanding be exercisable in the event of any future case of default by the contractor for which by any clause of clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Zonal Manager putting in force either of the powers (a) or (c) vested in him under the preceding clause he may, if he so desire, take possession of all or any tools, pla materials and stores, in or upon the works, or the site thereof of belonging to t contractor, or procured by him and intended to be used for the execution of the work any part thereof paying or allowing for the same in account at the contract rates, or in ca of these not being applicable, at current market rates to be certified by the Executi Engineer whose certificate thereof shall be final, otherwise the Zonal Manager may gi notice in writing to the contractor or his clerk of the works, foreman or other authoriz agent require him to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice), and in the event of the contract failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Contractors remains liable to pay compensation if action not taken under clause 3.

Power to take possession of or require removal of or sell contractor's plant.

Clause 5 – If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in the execution, the contractor shall give an immediate report of such hindrance to the Executive Engineer in writing and if he shall desire an extension of time for completion of the work on the ground thereof he shall apply in writing to the Executive Engineer within 7 days of the date of cessation of such hindrance on account of which he desires such extension as aforesaid and the Executive Engineer shall, if in his opinion (which shall be final) reasonable grounds be shown thereof authorize such extension of time, if any, as may, in his opinion, be necessary or proper provided always that such extension shall not entitle the said contractor to claim any escalation either towards the price of materials or towards t wage of labour or any account whatsoever.

Extension time

Clause 6 - On completion of the work, nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish, and cleaned off the dirt from all wood-work, doors, windows, walls, floors, or other parts of any building, in, upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof, not until the work shall have been measured by the Executive Engineer whose measurements shall be binding and conclusive against the contractor the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Executive Engineer may at the expense of the contractor remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid for any sum actually realized by the sale thereof.

Final certificate

Clause 7 – No payments shall be made for works estimated to cost less than rupees one thousand, till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to be cost more than rupees one thousand, the contractor shall on submitting the bill therefore be entitled to receive monthly payment. But all such intermediate 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 shall not preclude the requiring of bad, unsound, and imperfect or unskillful work to be removed and taken away and reconstructed, or-recreated, or be considered as an admission of the due performance of the contract, of any part thereof, in any respect or the accruing of any claim, nor shall it conclude, determine or affect in any way the powers of the Zonal Manager under these contract or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the Executive Engineer's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Payment on completion
intermediate certificates to be regarded as advances

Clause 8 – A bill shall be submitted by the contractor each month on or before the date fixed by the Executive Engineer for all work executed in the previous month, and the Executive Engineer shall take of cause to be taken the requisite measurement for the purpose of having the same verified, and the claim as far as admissible adjusted as far as possible, before the expiry of ten days from the presentation of the bill, if the contractor does not submit the bill within the time as aforesaid the Executive Engineer may depute a subordinate to measure up the said work in the presence of the contractor, whose countersignature to the measurement list will be sufficient warrant, and the Executive Engineer may prepare a bill from such list which shall be binding on the contractor in all respect.

Submitted monthly

Clause 9 – The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and 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 designs, drawings, and instructions in writing relating to the work signed by the Executive Engineer and lodged in his office, and which the contractor shall be entitled to have access at such office, or on the site of the work for the purpose of inspection during office hours, and the contractor shall, if he requires, be entitled at his own expenses to make or cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid.

Works to be executed in accordance with specifications drawings order etc.

Clause 10 – The Zonal Manager shall have power to make any alterations in, omissions, additions 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 the contractor shall be bound to carry out the work in accordance with any such alterations, omissions, additions or substitutions shall not invalidate the contract but shall

Do not invalidate contracts.

deemed to have formed as work included in the original tender and any altered addition or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates, if any, may be specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Executive Engineer shall be conclusive as to such proportion. And if the altered additional or substituted work includes any class of work, for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the prevailing Delhi Schedule of Rates which was in force at the time of the acceptance of the contract, minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender and if the altered, additional or substituted work is not entered in the said schedule of rates payment thereof shall be made by the Executive Engineer by determining the rates on analysis worked out from (a) the basic rates of materials and labour provided in current schedule of the rates or (b) the current market rates of materials and labour when even basic rates for the work are not available in the schedule. In cases when such rates are determined on analysis by the Executive Engineer under (a) above the stipulated percentage above or below schedule of rates as provided in the contract shall also apply and In case of rates worked out on analysis under (b) above the stipulated percentage above or below shall not apply. In the event of any dispute regarding rates determined on analysis for any altered, additional or substituted work under this clause the decision of Zonal Manager of the Corporation shall be final and binding.

Clause 11 – If at any time after the commencement of the work the corporation shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Zonal Manager shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or in advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alteration having been made in the original specifications, drawings and instructions which shall involve any curtailment of the work as originally contemplated.

No compensation for alteration in, or restriction of work to be carried out.

Clause 12 – If it shall appear to the Executive Engineer or his subordinate in charge of the work, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall demand in writing from the Executive Engineer specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Executive Engineer, in his demand aforesaid, the Executive Engineer may rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

Action and compensation payable in case of bad work

Clause 13 – All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Executive Engineer and his subordinates and the contractor shall at all time during the useful working hours, and at all other times at which reasonable notice of the intention of the Executive Engineer or his subordinate to visit the works shall have been given to the contractor either himself be present to receive orders and instructions, or have responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Works to be open to inspection

Clause 14 – The contractor shall give not less than five days notice in writing to the Zonal Manager or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured a correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Executive Engineer or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the contractor's expense, or in default thereof no payment allowance shall be made for such work or the materials with which the same is executed.

Contractor or responsible agent to be present

Contractor liable for damage done and for imperfections for 3 months after certificates.

Clause 15 – If the contractor or his workman or servants shall break deface, injure or destroy any part of a building, in which they may be working or any building, road, or curbs, fence enclosure, water pipes, cables, drain, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or any imperfections become apparent in it within three months (six months in the case of a road work) after a certificate final or other of its completion shall have been given by the Executive Engineer as aforesaid, the contractor shall make the same good by other workmen and deduct the expense (of which the certificate of the Executive Engineer shall be final) from any sums that may be due to or any time thereafter may become due to contractor, or from his security deposit, or the proceeds of the sale thereof, or of a sufficient portion thereof.

The security deposit of the contractor made in the manner provided in clause-I hereof, shall be refundable on the expiry of 3 months (6 months in the case of a road work) after the issue of the certificate final or otherwise of the completion of the work, subject to the condition that no such refund or security deposit shall be allowed till the final bill has been prepared and passed, provided, however, that in the case of a road work. If in the opinion of the Executive Engineer his contract, half of the security deposit will be refundable after 3 months of the issue of the said certificate of completion. Provided further that in the case of any work (whether road, Building, Bridge, Electrical, Sanitary and plumbing etc.) where the Executive Engineer is satisfied that the contractor after completion of the major portion of the contract is unable to execute remaining part of the work for reasons beyond his control. the Executive Engineer in his discretion may make a proportionate refund of the security deposit to the Contractor.

The contractor shall be responsible for rectifying defects in asphaltic work noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall be refunded after the expiry of this period.

Clause 16 – The contractor shall supply at his own cost material (except such special materials, if any as may in accordance with the contract be supplied from the Executive Engineer's stores), plant, tools, appliances, implements, ladders, cordage, tack, scaffolding and temporary work requisite or proper for the proper execution of the work whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Executive Engineer as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurements or examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Executive Engineer at the expense of the contractor and the expenses may be deducted from any money due to contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law

Contractor to supply plant ladders, scaffolding etc.

that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay and damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

Clause 16A – The contractor shall be responsible for and shall take proper care and caution in respect of all rollers, machinery, tools and implements as may be made over the Corporation to the contractor for use in the execution of the works under this contract and shall be liable for any loss of and damages caused to the said rollers, machinery tools and implements by any reason whatsoever during the period the same are in the possession of the contractor and shall on demand pay to the Corporation such amount as may be fixed by the Corporation for such loss and damages, the decision of the Corporation in that respect being final. Should the contractor fail or neglect to pay such amount on demand the Corporation shall have the right and be entitled, in addition to the other rights and remedies available to it, to deduct such amount from the amount of security deposited by the contractor and/or any amount remaining payable to the contractor under this contract for any work done by the contractor.

Clause 16B – In every case in which by virtue of the provisions of Section 12. Sub-section (1) of the Workmen's Compensation Act, 1923. The Corporation is obliged to pay compensation to a workman employed by the contractor, in execution of the work. The corporation will recover from the contractor the amount of the compensation so paid, and, without prejudice to the rights of the Corporation under Section 12, Sub-section (2), of the said Act, the Corporation shall be at liberty to recover such amount or any part thereof by deduction it from the security deposit or from any sum due by the Corporation of the contractor whether under this contract or otherwise.

The corporation shall not be bound to contest any claim made against it under section 12, sub-section (1) of the said Act, except on the written request of the contractor and upon his giving to the corporation full security for all costs which the Corporation might become liable in consequence of contesting such claim.

Clause 17 – No female labour shall be employed within the limits of a cantonment.

Labour

Clause 17A – No labourer below the age of twelve years shall be employed on the work

Clause 17B – (a) The contractor shall pay to labour employed by him either directly through sub-contractors, wages not less than fair wages as defined in the C.P.W. contractors' Labour Regulations in so as such regulations have application within the State of West Bengal or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract labour (Regulation and Abolition) and the contract Labour (Regulation and Abolition) Central rules 1971 wherever applicable.

(b) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wages to labour indirectly engaged on the work, including any engaged by his subcontractors in connection with the said work, as if labour had been immediately employed by him.

© In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of his agreement, the contractor shall comply with or cause to be complied with the Central Public works Department contractor's Labour Regulations as mentioned in Sub-para (a) above made from time to time in regard to payment to wages period deductions from wages, recovery of wages not paid and deductions unauthorisely made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per provisions of the contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) rules, 1971 whenever applicable.

- (a) The Zonal Manager concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment of the

conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of contract or non-observance of the Regulations as mentioned above.

- (b) The contractor shall comply with the provisions of payment of wages Act, 1936. Minimum wages Act, 1948. Employees Liability Act, 1938, Industrial Act, 1947. Maternity Benefits Act, 1961 and Contract Labour (Regulations and abolition) Act, 1970 or the modification thereof or any other laws relating thereto and Rules made there under from time to time.
- (c) The Contractor shall indemnify Corporation against payment to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractors Labour Regulations having application within the State of West Bengal without prejudice to his right of claim indemnity from his sub-contractors.
- (d) The regulations aforesaid shall be deemed to be a part of his contract and any breach thereof shall be deemed to be a breach of this contract.

Clause 18 – No work shall be done on Sundays without the sanction in writing of the Zonal Manager. Works on Sundays

Clause 19 – The contract shall not assign or sublet without specific orders from Corporation in respect of a specified sub-contractor. And if the contractor shall assign sublet his contract, or attempt so to do, or become insolvent or commence any insolvency proceedings or made any composition with his creditors, or attempt so to do, or if a bribe, gratuity, gift, load, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised, or offered by the contractor, or any of his servants or agents to any public officer or person in the employment of the Corporation in any way relating to his office of employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Zonal Manager may thereupon by notice in writing rescind the contract, and the Security deposit of the contractor shall thereupon stand forfeited and be absolute at the disposal of the Corporation and the same consequences shall ensure as if the contract had been rescinded under clause 3 thereof, and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract. Works not to be sublet.

Contract may be rescinded and security deposit forfeited for subletting, bribing, or if contractor becomes insolvent.

Clause 20 – All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the corporation without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained. Sum payable by way of compensation to be considered as reasonable

Clause 21 – In the case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Zonal Manager for his information. Charges in constitution of firm.

Clause 22 – All work to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Zonal Manager of the corporation for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on. Works to be under direction of Superintending Engineer/Executive Engineer.

Clause 25 – Both the parties shall make efforts to settle the disputes or differences amicably. If amicable settlement is not possible, the same shall be referred to the sole arbitrator of Chairman & Managing Director of NPCC or the person appointed by CMD, NPCC and the decision of the arbitrator shall be final and binding on both the parties. Arbitration shall be accorded in accordance with Indian Arbitration and Conciliation Act, 1996. Settlement of disputes.

The jurisdiction of any dispute legal and otherwise will be within High Court of Kolkata.

Clause 26 – In the case of any class of work for which there is no such specification mentioned in rule 1. such work shall be carried out in accordance with district specific and in the event of there being no district specification, then in such case the work shall be carried out in all respects in accordance with the instruction and requirement of Executive Engineer. Action where no specification.

Clause 27 – The expression “works” or “work” where used in these conditions 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, substitute Definition of works. additional.

Clause 28 – The contractor(s) shall at his/their own cost provide his/their labour with hutting on his arranged land , and shall made arrangements for conservancy and sanitation in the labour camp to the satisfaction of the local Public Health and Medical Authorities. He/They shall also at his/their own cost make arrangements for the laying of pipe lins for water supply to his/their labour camp from the existing mains wherever available and shall pay all fees, charges and expenses in connection therewith and incidental thereto.

Clause :-29 The contractor shall have to make his own arrangements for water, both for the work and use by his coolly etc. for steam road rollers and for all tools and plant, etc., required on the work.

Clause :-30 Contractors will be responsible for the payments of all water charges payable to the Corporation of Calcutta or any other water works authority including a government department concerned.

Clause :-31 If the contractor shall desire an extension of the time for completion of the work under clause 5 of the contract, no application for such extension will be entertained if it is not received in sufficient time to allow the Executive Engineer to consider it and the contractor will be responsible for the consequences arising out of his negligence in this respect.

Clause :-32 The contractor will have to leave ducts in walls and floors to run conduit or cables, where necessary, and he will not be entitled to any extra payment on this account.

Clause :-33 Contractors in the course of their work should understand that all materials e.g. store and other materials obtained in work of dismantling, excavation etc., will be considered the Corporation's property and will be disposed of to the best advantage of the Corporation.

Clause :-34 No compensation for any damage done by rain or traffic during the execution of the work will be made.

Clause :-35 Whenever a work is carried out in a municipal area, electric lights or electric danger singles wherever available shall be provided by the contractors on the barriers as well as part in lights. Facilities for the electric connection will be made by the Corporation but the contractor will bear all the expenses.

Clause :-36 The contractor should quote through rate, inclusive of cost of materials and carriage to place for working.

Clause :-37 It must be clearly understood by the contractor that no claim on account of enhanced rates on those already accepted, due to war fluctuations will be entertained during the currency of this contractor for the work as per schedule attached to the agreement and the additional work, if any, under clause 12 of the contract, if such additional work shall consist of items which have already been quoted for, or items not quoted for but appearing in District Schedule.

Clause :-38 In the event of emergency the contractor will be required to pay his labour every day and if this not done, the corporation shall make the requisite payment as would have been paid by the contractor and recover the cost from the contractors.

Clause :-39 The contractor(s) shall not deposit materials on any site which will seriously inconvenience the public. The Executive Engineer may require the contractor(s) to remove any materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.

Clause :-40 The contractor undertakes to have the site clean, free from rubbish to the satisfaction of the Executive Engineer. All surplus materials, rubbish, etc. will be removed to the place fixed by the Executive Engineer and nothing extra will be paid.

Clause :-41 The contractor shall not allow any rubbish or debris to remain on the premises during or after repairs, but shall remove the same and keep the place neat and tidy during the progress of the work. The Executive Engineer may get the site or premises cleared of debris, etc. and recover the cost from the bill of the contractor, if the latter shows slackness in observing the clause.

Clause :-42 Materials brought at site shall not be stacked at random. The contractor shall stack all these materials as directed by the Executive Engineer

Clause :-43 The contractor will have to make his own arrangements for the carriage of materials.

Clause :-44 For all items of contract works requiring unskilled labour, the contractor shall employ unskilled local labour as far as possible. The expression "Local" shall mean and deem to mean the Anchal, the Block, the Thana or District of the State of West Bengal where the work will be executed. In cases of non-availability of such unskilled local labour and of other difficulties experienced by the contractor in recruiting such local labour, the contractor may recruit and employ unskilled labour from neighbouring areas of that district. In case the work is in the border area of two districts and there is dearth of adequate number of local labour from the district where the work will be executed, labour will not be available even from other districts as mentioned and when the exigency of progress of works demands, the contractor may engage labours from the other Districts of State of West Bengal and in case the same be not available, then the contractor may, employ imported labour of other states.

In case where the contractor fails to secure unskilled local labor or to engaged imported labour, the contractor shall employ labour locally recruited by the Corporation or labour imported by the corporation at the rate to be decided by the Zonal Manager of the works concerned whose decision as to the circumstances in the which employment of such labour is of mutual advantage to Corporation and the contractor will be final and binding.

For all items of contract jobs requiring skilled labour, the contractor shall employ 70% (seventy percent) of skilled labour locally as far as possible. In case the contractor fails to recruit skilled local labour, the contractor shall employ skilled labour locally secured by Corporation in the manner indicated above. For bridge works, highly technical works of frame structural buildings, sanitary & plumbing works, electrical works etc. Involving skilled labour, the contractor may import & employ skilled labour upto 30% (thirty per cent) of the total requirement. In case the expression "imported labour" shall mean labour imported, primarily from other states and secondarily from the distant district of the State of West Bengal.

LABOUR SAFETY PROVISIONS

- 1.0 Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra carrying materials as well, suitable foot holds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 (1/4 horizontal and 1 vertical)
- 2.0 Scaffolding or staging more than 3.6m (12 feet) above the ground or floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3 feet) high above the floor or platform or such

scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

- 3.0 Working platforms, gangways, and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6m (12 feet) above ground level or floor level, they should be closely boarded, should have adequate width & should be suitably fastened as described in (2.0) above.
- 4.0 Every opening in the floor of a building or in a working platform shall be provided with suitable fencing or railing whose minimum height shall be 90 cm (3 feet).
- 5.0 Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30 feet) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11 1/2") for ladder up to and including 3m (10 feet) in length. For longer ladders this width should be increased at least 1/4" for each additional 30 cm (1 ft.) or length. Uniform step spacing shall not exceed 30 cm (12"). Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of the work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law that may be brought by a person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the Contractor, be paid to compensate any claim by any such person.

6.0 EXCAVATION AND TRENCHING

All trenches, 1.2mts.(four feet) or more in depth, shall at all times be supplied with at least one ladder for each 30m. (100 feet) in length or fraction thereof, Ladder shall be extended from bottom of the trench to at least 90 cm (3feet) above the surface of the ground. The side of the trenches, which are 1.5m (5feet) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapsing. The excavated materials shall not be placed within 1.5m (5feet) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

- 7.0 Demolition – Before any demolition work is commenced and also during the progress of the work.
- 7.1 All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- 7.2 No electric cable or apparatus, which is likely to be a source of danger or a cable or apparatus used by the operator shall remain electrically, charged.
- 7.3 All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be overloaded with debris or materials as to render it unsafe.
- 8.0 All necessary personal safety equipments as considered adequate by the Engineer-in-charge should be kept available for the use of persons employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall be invariably provided.
- 8.1 Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with footwear and protective goggles.
- 8.2 Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eye shall be provided with protective goggles.

- 8.3 Those engaged in welding works shall be provided with welders protective eye shields.
- 8.4 Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe interval.
- 8.5 When workers are employed in sewers and manholes, which are in active use, the Contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning or boards to prevent accident the public. In addition, the contractor shall ensure that the following safety measures are adhered to:
- a. Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
 - b. At least 5 to 6 manholes upstream and down stream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manholes for working inside.
 - c. Before entry presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
 - d. Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
 - e. Safety belt with rope should be provided to the workers. While working inside the manholes such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - f. The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
 - g. No smoking or open flame shall be allowed near the block manhole being cleaned.
 - h. The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
 - i. Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer In-charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
 - j. Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
 - k. Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air-blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
 - l. The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
 - m. The workers shall be provided with Gumboots or non sparking shoes, bump helmets and gloves non sparking tools, safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
 - n. Workmen descending a manhole shall try each ladder step or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.

- o. If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
 - p. The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer In-charge regarding the steps to be taken in this regard in an individual case will be final.
- 8.6 The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form wherever men above the age of 18 are employed on the work of lead painting the following precautions should be taken.
- 8.6.1 No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
- 8.6.2 Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
- 8.6.2 Overalls shall be supplied by the Contractor to the workmen and adequate facilities
- 8.6.4.1 a) White lead sulphate or lead work products containing those pigments shall not be used in painting operation except in the form of paste or of paints ready for use.
- b) Measures shall be taken whenever required in order to prevent danger arising from the application of paint in the form of spray.
- c) Measures shall be taken, whenever practicable to prevent danger arising out of dust caused by dry rubbing down and scrapping.
- 8.6.4.2 a) Adequate facilities shall be provided to enable working painter to wash during and on cessation of work.
- b) Suitable arrangements shall be made to prevent clothing put off during working hours being spoiled by painting materials.
- 8.6.4.3 a) Cases of lead poisoning and of suspected lead poisoning shall be notified and shall be subsequently verified by a medical man appointed by the competent authorities of the Consultant.
- b) The NPCC may require when necessary a medical examination of workers.
- c) Instructions with regard to the special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
- 9.0 When the work is done near any place where there is risk of drowning, all necessary equipment's should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provisions should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
- 10.0 Use of hoisting machines and tackle including their attachment encourage and supports shall conform to the following standard of conditions
- 10.1 a) These shall be of good mechanical construction, sound material and adequate strength and free from patent, defects and shall be kept required in good working order.
- b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
- 10.2 Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffolding, which or giving signals to operator.

- 10.3 In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- 10.4 In case of NPCC machines, the safe working load shall be notified by the Engineer-in-Charge. As regards Contractor's machines the Contractor shall notify the safe working load of the machine to the Engineer-in-charge whenever he brings any machinery to site of work and get verified by the Engineer-in-Charge.
- 11.0 Motors gearing, transmission electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguard, hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mats, wearing apparel, such as gloves sleeves and boots as may be necessary be provided. The worker should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.
- 12.0 All scaffold, ladders, and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- 13.0 These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place of work spot. The person responsible for compliance of the safety codes shall be named therein by the contractor.
- 14.0 To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the or their representatives.
- 15.0 Notwithstanding the above clauses from (i) to (xiv) there is nothing in these to exempt the contractor from the operations of any other Act or Rule on force in the Republic of India.

MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS

1.0 APPLICATION

These rules shall apply to all building and construction works in which 20 (twenty) or more workers are ordinarily employed or are proposed to be employed in any day during which the contractor work is in progress.

2.0 DEFINITION

Work place means a place where twenty or more workers are ordinarily employed or are proposed to be employed in connection with construction work on any day during the period which the contract work is in progress.

3.0 FIRST-AID FACILITIES

3.1 At every work place first aid facilities shall be provide and maintained, so as to be easily accessible during working hours, First-Aid boxes at the rate of not less than one box per 150 contract labour or part thereof ordinarily employed.

3.2 The First-Aid box shall be distinctly marked with a red cross on white ground and shall contain the following equipments: -

3.2.1a) For work places in which number of contract labour employed does not exceed 50, Each First-Aid box shall contain the following equipments:

- i) 6 small sterilized dressings.
- ii) 3 medium size sterilized dressings.
- iii) 3 large size sterilized dressings.
- iv) 3 large sterilized burn dressings.
- v) 1 (30 ml) bottle containing a two percent alcoholic solution of iodine.
- vi) 1 (30 ml) bottle containing salvolatile having the does and mode of administration indicated on the label.
- vii) 1 snake-bite lancet.
- viii) 1 (30 gms) bottle of potassium permanganate crystals.
- ix) 1 pair of scissors.
- x) 1 copy of the First-Aid leaf-let issued by the Director General, Factory Advise Service & Labour Institutes, Government of India.
- xi) 1 bottle containing 100 tablets (each of 5 grams) of aspirin.
- xii) Ointment for burns
- xiii) A bottle of suitable surgical antiseptic solution.

3.2.2 For work places in which the number of contract labour exceed 50. Each First-Aid box shall contain the following equipments.

- i) 12 small sterilized dressings.
- ii) 6 medium size sterilized dressings.
- iii) 6 large size sterilized burn dressings.
- iv) 6 large size sterilized burn dressings.
- v) 6 (15 gms) packet sterilized cotton wool.
- vi) 1 (60 ml.) bottle containing a two percent iodine alcoholic solution.
- vii) 1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
- viii) 1 roll of adhesive plaster.
- ix) 1 snake-bite lancet.
- x) 1 (30 gms.) bottle of potassium permanganate crystals.
- xi) 1 pair of scissors.
- xii) 1 copy of the First-Aid leaf-let issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
- xiii) A bottle containing 100 tablets (each of 5 grams) of aspirin.
- xiv) Ointment for burns.
- xv) A bottle of suitable surgical antiseptic solution.

3.3 Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.

3.4 *Nothing except the prescribed contents shall be kept in the First Aid box.*

3.5 The First Aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.

3.6 A person in charge of the First-Aid box shall be a person trained in First-Aid treatment, in work places where the number of labour employed is 150 or more.

3.7 In work places where the number of labour employed is 500 or more and hospital facilities are not available within easy distance of the works, first-Aid Posts shall be established and run by a trained Compounder. The Compounder shall be on duty and shall be available at all hours when the workers are at work.

3.8 *Where work places are situated in places which are not towns or cities a suitable motor transport shall be kept readily available to carry injured person or suddenly taken ill to the nearest hospital.*

4.0 DRINKING WATER

- 4.1 In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
- 4.2 Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- 4.3 Every water supply of storage shall be at a distance of not less than 50 feet from any latrines drain or other source of pollution, Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap-door which shall be dust and water-proof.
- 4.4 A reliable pump shall be fitted to each covered well, trap-door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5.0 WASHING FACILITIES

- 5.1 In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of labour employed herein.
- 5.2 Separate and adequate screening facilities shall be provided for the use of male and female workers.
- 5.3 Such facilities shall be conveniently accessible and shall be kept clean and hygienic condition.

6.0 LATRINES AND URINALS

- 6.1 Latrines shall be provided in every work place on the following scale, namely:
- a) Where females are employed there shall be at least one latrine for every 25 females.
- b) Where males are employed, there shall be at least one latrine for every 25 males.

Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females, as the case may be up to the first 100, and one for every 50 thereafter.

- 6.2 Every latrine shall be under cover and so partitioned off as to secure privacy and shall has a proper door and fastenings.
- 6.3 Construction of Latrines: The inside walls shall be constructed of masonry or some suitable heat resisting non-absorbent materials and shall be cement washed inside and outside at least once a year. Latrine shall not be a standard lower than bore-hole system.
- 6.4 (a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the, language understood by the majority of the workers "For Men only" For Women only" as the case may be
- (b) The notice shall also bear the figure of man or of a women, as the case may be

- 6.5 There shall be at least one urinal for male workers up to 50 and one for female workers up to 50 employed at a time. Provided that where the number of male or female workmen, as the case may be, exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females up to the first 500 and one for every 100 or part thereof, thereafter.
- 6.6 a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
- b) Latrines and urinals other than those connected with a flush sewerage system shall comply with the requirements of the Public Health authorities.
- 6.7 Water shall be provided by means of a tap or otherwise so as to be conveniently accessible in or near the latrines and urinals

6.8 DISPOSAL OF EXCRETA

Unless otherwise arranged for by the local sanitary authority arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incineration. Alternatively excreta may be disposed off by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm layer of waste or refuse and then covering it with a layer of earth for fortnight (when it will turn into manure).

- 6.9 The Contractor shall, at his own expense, carry out all instruction issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The Contractor shall be responsible for payment Authority for execution of such work on his behalf.

7.0 PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost four suitable sheds, two for males and the other two for rest separately for the use of man and women labour. The height of each shelter shall not be less than 3 meters from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sqm. per head.

Provided that the Engineer-in-Charge may permit, subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

8.0 CRECHES

- 8.1 At every work place, at which 20 or more women workers are ordinarily employed, there shall be provided two rooms or reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedrooms.

The rooms shall be constructed on standard not lower than the following:

- i) thatched roof
- ii) mud floor and walls

- iii) planks spread over the mud floor and covered with matting
- 8.2 The rooms shall be provided with suitable and sufficient openings for light and ventilation there shall be adequate provision of sweepers to keep the places clean.
- 8.3 The Contractor shall supply adequate number of toys and games in the playroom and sufficient number of cots and beddings in the bed-room
- 8.4 The Contractor shall provide one Ayah to look after the children in the crèche when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.
- 8.5 The use of the rooms/earmarked as crèches shall be restricted to children, their attendant and mother of the children,

9.0 CANTEENS

- 9.1 In every work place where the work regarding the employment of contract labour is likely to continue for six months and wherein contract labour numbering one hundred or more are ordinarily employed, and adequate canteen shall be provided by the Contractor for the use of such labour.
- 9.2 The canteen shall be maintained by the Contractor in an efficient manner.
- 9.3. The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.
- 9.4. The canteen shall be sufficiently lighted at all times when any person has access to it
- 9.5 The floor shall be made of smooth and impervious material and inside walls shall be lime washed or colour washed at least once in each year.

Provided that the inside walls of the kitchen shall be lime-washed every four months

- 9.6 The premises of the canteen shall be maintained in a clean and sanitary condition
- 9.7 Waste Water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- 9.8 Suitable arrangements shall be made for the collection and disposal of garbage
- 9.9 The dining hall shall accommodate at a time 30 persons of the labour working at time
- 9.10 The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chair shall not be less than one square meter per dinner to be accommodated.
- 9.11 A) A portion of the dining hall, and service counter shall be partitioned off and reserved for women workers in proportion to their number.

B) Washing places for women shall be separate and screened to secure privacy
- 9.12 Sufficient tables stool, chairs or benches shall be available for the number of dinners to be accommodated

- 9.13.1 a) There shall be provided and maintained sufficient utensils, crockery, furniture and any other equipment necessary for the efficient running of the canteen.
- b) The furniture, utensils and other equipment shall be maintained in a clean and hygienic condition
- 9.13.2 a) Suitable clean clothes or the employees serving in the canteen shall be provided and maintained.
- b) a service counter, if provided, shall have top of smooth and impervious material.
- c) Suitable facilities including and adequate supply of hot water shall be provided for the cleaning of utensils and equipment.
- 9.14 The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the labour.
- 9.15 The charge for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit' 'No loss' and shall be conspicuously displayed in the canteen
- 9.16 In arriving at price of Good stuffs, and other articles served in the canteen, the following items shall not be taken into consideration as expenditure, namely :
- a) The rent of land building
- b) The depreciation and maintenance charges for the building and equipment provided for the canteen.
- c) the cost of purchase, repair and replacement of equipment including furniture, crockery, cutlery and utensils:
- d) The water charges and other charges incurred for lighting and ventilation
- e) The interest and amounts spent on the provision and maintenance and equipment provide for in the canteen.
- 9.17 The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10.0 **ANTIMALARIAL PRECAUTIONS**

The Contractors shall at his own expense conform to all anti-malarial instructions given to him by the engineer-in-charge including the filling up of any borrows pits which may have been dug by him.

11.0 **AMMENDMENTS**

NPCC may from time to time, add to or amend these rules and issue such directions as it may consider necessary for the purpose of removing any difficulty which may arise in the administration hereof.

CONTRACTOR'S LABOUR REGULATIONS

1.0 SHORT TITLE

These regulations may be called the Contractor "Labour Regulations"

2.0 Definitions

2.1 "Workman" means any person employed by the NPCC or its Contractor directly or indirectly through a sub-contractor, with or without the knowledge, of the NPCC to do any skilled, semi-skilled, un-skilled, manual, supervisory, technical or clerical work for hire or reward, whether, the terms of employment are expressed or implied but does not include any person-

a) Who is employed mainly in a managerial or administrative capacity; or

b) Who being employed in a supervisory capacity draws wages exceeding Rupees Two thousand Five hundred per person or exercises either by the nature of the duties attached to the office or by reason of powers vested to him, functions mainly of managerial nature.

c) Who is an out worker, that is to say, a person to whom any articles or materials are given out by or on behalf of the principal employer to be made up cleaned, washed, altered, ornamental finished, repaired, adopted or otherwise processed for sale for the purpose of the trade or business of the principal employer and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principals employer.

2.2 "Fair Wages" means wages whether for time or piece work fixed and notified under the provisions of the minimum Wages Act from time to time.

2.3 "Contractor" shall include every person who undertake to produce a given result other than a mere supply of goods or articles of manufacture through labour or who supplies labour for any work and includes a sub-contractor.

2.4 "Wages" shall have the same meaning as defined in the Payment of Wages act.

2.4.1 Normally working hours of an adult employee should not exceed 9 hours a day, The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

2.4.2 When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid overtime for the extra hours put in by him at double the ordinary rate of wages.

2.4.3.1 Every worker shall be given a weekly holiday on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time, irrespective of whether such worker is governed by the Minimum Wages Act or not.

2.4.3.2 Whether the Minimum Wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.

2.4.3.3 here a contractor is permitted by the engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substitute holiday to him for the whole day on one of the five days immediately before or after the normal weekly holidays and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

3.0 DISPLAY OF NOTICE REGARDING-WAGES, ETC.

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the work., notices in English and in the local Indian languages spoken by the majority of the workers, giving the minimum rates of wages fixed under the Minimum Wages Act, the actual wage period, being paid, the hours of work for which such wages are earned, wage period, dates of payment of wages and other relevant information as per Appendix 'A'

4.0 PAYMENT OF WAGES

4.1 The contractor shall fix wage periods in respect of which wages shall be payable

4.2 No wage period shall exceed one month.

4.3 The wages of every person employed as labour in an establishment or by a contractor where less than one thousand, such persons are employed shall be paid before the expiry of the seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

4.4 Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.

4.5 All payments of wages shall be made on a working. Day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.

4.6 Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.

4.7 All wages shall be paid in current coin or currency or in both.

4.8 Wages shall be paid without any deduction of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the payment of Wages Act 1956.

4.9 A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the engineer-in-Charge under acknowledgment.

4.10 It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Engineer or any other authorized representatives of the Engineer-in-Charge who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.

4.11 The contractor shall obtain from the Engineer or any other authorized representative of the Engineer-in-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wages-cum-Muster Roll" as the case may be in the following form.

"Certified that the amount show in column No.....has been paid to the workmen concerned in my presence on.....at....."

5.0 FINES AND DEDUCTIONS, WHICH MAY BE MADE FROM WAGES

5.1 The wages of a worker shall be paid to him without any deduction of any kind except the following -

FINES

- a) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent
- b) Deduction for damage to or loss of goods expressly entrusted to the employed persons for custody, or from loss of money or any other deduction which he is required to account where such damage or loss is directly attributable to his neglect or default.
- c) Deduction for recovery of advances or for adjustment of over payment of wages, advances granted shall be entered in a register.
- d) Any other deduction, which the Central Government may from time to time allow.

5.2 No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved by the Chief Labour Commissioner.

NOTE : An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-I

- 5.3 No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- 5.4 The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a Rupee of the total wages, payable to him in respect of that wage period.
- 5.5 No fine imposed on any worker shall be recovered from him in installment, or after the expiry of sixty days from the date on which it was imposed,
- 5.6 Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

6.0 LABOUR RECORDS

- 6.1 The contractor shall maintain a "Register of person employed" on work on contract in form XIII of the CL (R7A) Central Rules 1971 (Appendix-B).
- 6.2 The Contractor shall maintain a "Muster Roll" register in respect of all workmen employed by him on the work under contract in form XVI of the CL (R&A) Rules 1971 (Appendix-C).
- 6.3 The contractor shall maintain a "Wage Register" in respect of all workmen employed by him on the work in form (Appendix-D).
- 6.4 Register of accidents – the contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars :
 - a) Full particulars of the laborers who met with accident.
 - b) Rate of wages
 - c) Sex
 - d) Age
 - e) Nature of accident and cause of accident.
 - f) Time and date of accident.
 - g) Date and time when he/she admitted in Hospital
 - h) Date of discharge from the Hospital
 - i) Period of treatment and result of treatment
 - j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
 - k) Claim required to be paid under Workmen's Compensation Act.

- l) Date of payment of compensation
- m) Amount paid with details of the person to whom the same was paid
- n) Authority by whom the compensation was assessed.
- o) Remarks

6.5 Register of Fines-The contractor shall maintain a "Register of Fines" in the from(Appendix-H)

The contractor shall display in a good condition and in a conspicuous place of work the approved list of Acts and Omission for which fines can be imposed (Appendix-I)

6.6 Register of Deductions-The contractor shall maintain a "Register of Deductions" for damage or loss in form (Appendix-J)

6.7 Register of Advances-The contractor shall maintain a "Register of Advances" in form (Appendix-K).

6.8 Register of Overtime-The contractor shall maintain a "Register of Overtime" in form (Appendix-L).

7.0 **ATTENDANCE CARD CUM WGE SLIP:**

7.1 The contractor should use a attendance card-cum-wage slip to each workman employed by him in the specimen form at (Appendix-E).

7.2 The card shall be valid for each wage period.

7.3 The contractor shall mark the attendance of each workman on the card which each day, once at the commencement of the day and again after the rest interval. Before he actually starts work.

7.4 The card shall remain in possession of the worker during the wage period under reference.

7.5 The contractor shall complete the wage slip potion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.

7.6 The contractor shall obtain the signature or thump impression of the worker on the wage slip at the time of disbursement of wages and retain the card with him.

8.0 **EMPLOYMENT CARD**

The contractor shall issue and Employment Card in form to each worker within three days of the employment if the worker (Appendix-F).

9.0 **SERVICE CERTIFICATE**

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a service certificate in from Appendix-G

10.0 **PRESERVATION OF LABOUR RECORDS**

All records required to be maintained under Regulation Nos.6 and 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge, Labour Officer.

11.0 **POWER OF LABOUR OFFICERS TO MAKE INVESTIGATIONS INQUIRY**

The Labour Officer or any other person authorized by NPCC on its behalf shall have power to make inquires with a view to ascertaining and enforcing due and proper observance of the Fair Wage Clauses and the Provisions of Regulations. He shall investigate into any complaint regarding the default made by the contractor or sub-contractor in regard to such provision.

12.0 Inspection of Book and slips

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the labour officer or any other person, authorized by the Central Government on his behalf

13.0 **SUBMISSION OF RETURNS**

The contractor shall submit periodical returns as may be specified from time to time.

14.0 **AMENDMENTS**

The NPCC may from time to time, add or amend the regulations and on any question as to the application, interpretation or effect of these regulations the decision of the Zonal Chief concerned shall be final.

Appendix-'A'

LABOUR BOARD

Name of work

Name of Contractor

Address of Contractor

Name and Address of Unit

Name of Labour enforcement Officer

Address of Labour Enforcement Officer

Date:

Sl.No.	Category	Minimum Fixed	Wage Actual paid	wage	Number present	Remarks
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Weekly Holiday

Wage Period

Date of Payment of wages

Working hours

Rest interval

FORM 13

See rule 75

Appendix-'B'**REGISTER OF WORKMEN EMPLOYED BY CONTRACTOR**

Name and Address of Contractor

Name and Address of Establishment in
Under which contract is carried on

Nature and location of work

Name & Address of Principal Employer

Sl.No.	Name and Surname of workmen	Age & sex	Father's/Husbands Name	Nature of employment / designation	Permanent home address of the workman (village and Tehsil Taluk and District)	Local address
1.	2.	3.	4.	5.	6.	7.

Date Commencement Of employment	of	Signature or thumb impression of the Workman	Date termination employment	of	Reasons termination	for Remarks
8.		9.	10.		11.	12.

FORM XVI**Appendix-'C'**

(See Rule 78 (2) (193)

MUSTER ROLL

Name and address of contractor

Name and address of establishment in /number
Which contract is carried on

Nature and location of work

Name and Address of Principal Employer

For the month / fortnight

Sl. No	Name of the Workman	Sex	Father's/ Husband's Name	Dates	Remarks
1	2	3	4	5	
				1 2 3 4 5	

FROM XVII

Appendix – 'D'

(See Rule 78(2) (o3)

REGISTER OF WAGES

Name and address of contractor
Name and address of establishment in/under
Which contract is carried on
Nature and location of work

Name and Address of Principal Employer

Wage period per month/fortnightly

S. No.	Name of Basic Workman wages	Serial No. in the Register of workman	Designation nature of work done	Nos. of days worked	Units of work done	Daily rate of wages/ piece rate
1	2	3	4	5	6	7
8						

Dearness Allowance	Overtime	Other cash Payments (Nature of payments to be indicated)	Total	Deduction if any (indicate nature)	Net Amt paid	Signature thumb impression of the workman	Initial contractor his representative or
9	10	11	12	13	14	15	16

WAGE CARD

Wage Card No.

Name and address of Contractor

Date of Issue

Nature of work with location

Designation

Name of workman

Month/Fortnight

Rate of Wages

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25
26 27 28 29 30 31

Morning

Rate

Evening

Amount

Initial

Received from

the sum of Rs.

on account
of my wagon

Signature

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

FORM XIV

Appendix-'F'

(See Rule 76)

EMPLOYMENT CARD

Name and address of contractor

Name and address of establishment under which

The contract is carried out

Nature and location of work

Name and address of Principal employer

1. Name of the workman
2. S. Name in the register of workman employed
3. Nature of Employment/Designation
4. Wage rate (with particulars of unit in case of piece work)
5. Wage Period
6. Tenure of employment
7. Remarks

Signature of Contractor

Appendix – 'G'

From XV

(See Rule 77)

(SERVICE CERTIFICATE)

Name and address of contractor

Nature and location of work

Name and address of workman

Age or date of birth

Identification Marks

Father's/Husband's name

Name and address of establishment in under which
Contract is carried on

Name and address of Principal Employer

Total period of which employed

Sl.No.	From	To	Nature Work	of	Rate of wages (with remarks particulars of unit in case Of piece work)
1.	2.	3.	4.	5.	6.

Signature

Appendix – 'H'

FROM XV

(See Rule 77)

REGISTER OF FINES

Name and address of contractor

Name and address of establishment in/under which
Contract is carried on-

Nature and location of work

Name and address of workman

Name and address of Principal Employer

Sl.No.	Name of Workman	Father's/Husband's Name	Designation/nature of employment	Act/Omission for which fine imposed	Date offence
1.	2.	3.	4.	5.	6.

Whether Workman Showed Cause Against fine	Name of person in whose presence employees explanation was heard	Wage and payable	period wages	Amount fine Imposed	of Date realized	on Remarks which fine
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Appendix-'I'

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

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

1. Willful insubordination or disobedience, whether alone or in combination with other.
2. Theft, fraud or dishonestly in connection with contractors beside a business of property of NPCC
3. Taking or giving bribes or any illegal gratifications
4. Habitual late attendance.
5. Drunk-ness fighting riotous or disorderly or indifferent behavior
6. Habitual negligence
7. Smoking near or around the area where combustible or other materials are locked
8. Habitual indiscipline
9. Causing damage to work in the progress or to property of the NPCC or of the contractor
10. Sleeping on duty.
11. Malingering or slowing down work
12. Giving the false information regarding name, age, fathers name etc.
13. Habitual loss or wage cards supplied by the employer.
14. Unauthorized use of employers property or manufacturing or making of unauthorized articles at the work place
15. Bad workmanship in construction and maintenance by skilled workers, which is not approved by the NPCC for which the contractors are compelled to undertake rectifications.
16. Making false complaints and/or misleading statements.
17. Engaging on trade within the premises of the establishment.
18. Any unauthorized divulgence of business affairs of the employees.
19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
20. Holding meeting inside the premises with out previous sanction of the employers.

21. Threatening or intimidating any workman or employee during the working hours within the premises.

APPENDIX – 'J'

FORM XX

[See Rule 78 (2) (d)]

REGISTER OF DEDUCTION FOR DAMAGES OF LOSS

Name and address of contractor

Name and address of establishment in/ under which
Contract is carried on

Nature and location of work

Name and address of Principal Employer

Sl.No.	Name of Workman	Father's/Husband's Name	Designation/ nature of Employment	Particulars of damage of loss	Date of damage/loss
1	2	3	4	5	6

Whether Remarks	Name of person in whose presence employees explanation was heard	Amount of deduction Imposed	<u>Date of recovery</u>		First installment	Last installment
			No.	of		
Workman	in whose presence	deduction Imposed	installment		insta-llment	insta-llment
Showed Cause Against Deductions						
7.	8.	9.	10.	11.	12.	

APPENDIX- 'K'

FORM XXII

(See Rule 78(2))

REGISTER OF ADVANCES

Name and address of contractor

Name and Address of establishment in/ under which
Contract is carried on

Nature and location of work

Name and address of Principal employer

Sl.No. and	Name of Father's/ Workman Name	Husbands employment	Designation/ nature of payable	Wages and advance given	period wage amount of	Date
1.	2.	3.	4.	5.	6	

Purpose / Remarks	for No.	of Date	and Date	on which
Which advance Made	installment which advance is To be paid	by amount or each installment repaid	last installment was repaid	
7.	8.	9.	10.	11.

APPENDIX- 'L'

FORM XXIII

[See Rule 78(2) (e)]

REGISTER OF OVERTIME

Name and address of contractor

Name and address of establishment in/ under which
Contract is carried on

Nature and location of work

Name and address of Principal Employer

Sl.No.	Name of Date of which Workman overtime	Father's/ Husband's	Sex	Designation/ nature of employment worked		
1.	2.	3	4.	5,	6.	
Total overtime Worked or Production in Case of piece Rated	Normal rate of wages	Overtime rate of wages	Over time earning	Rate on which overtime wages paid	Remarks	
7.	8.	9.	10.	11.	12	

NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED

(A Govt. of India Enterprise)

3A Dr.S.N.Roy Road, Kolkata – 700 029

SPECIAL CONDITIONS OF CONTRACT

1. No escalation is payable on account of any increase in price index or in the price of materials , labours ,fuels, imposition of sales tax or enactment of any new law or imposition of levies etc. No price escalation shall be applicable even during extended period for completing works.
2. If any extra / additional work is executed for which no rate is specified in this contract, then such work shall be carried out at the rates entered in the PWD schedule of rates which was in force at the time acceptance of the contract minus plus the percentage which the total tender amount bears to the estimated cost of the work put to tender.
 - a. If any altered/additional work is required to be executed as per requirements for which there are no established rates in PWD schedule of rates, the same shall be payable as per provisions stated here under:
 - i. As far as possible the rates for such items shall be derived from PWD schedule of rates on pro-rata basis.
 - ii. If direct working out is not possible, the contractor shall be paid in the following manner
 - Reasonable cost of materials plus reasonable cost of labour inclusive of tools, plants and machinery with 10%(Ten percent) extra on total cost to cover contractor's profit, supervision, overheads, establishments etc. Engineer's decision regarding reasonable labour cost and reasonable material consumption and cost shall be final and binding on contractor.
3. Quantities of all the items as mentioned in the priced schedule/B.O.Q. may vary up to any extent. No claim whatsoever in this regard will be entertained.

4) Performance Gurantee

Within 7 (seven) days of issue of the Letter of Acceptance, the successful tenderer shall deliver to the Employer a Performance Guarantee of 2.0%(two percent) of the Contract Price plus additional security for unbalanced Bids in accordance with Clauses as mentioned in clause 8 below & earnest money submitted with the tender will be released & Letter of award will then only be issued.

The performance security shall be in the form of Demand draft/Bankers cheque from any scheduled Bank drawn in favour of National Projects Construction Corporation Limited & payable at Kolkata .

Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the acceptance and forfeiture of the Earnest Money. He will also be debarred from participating in bids invited by NPCC Ltd for further period of one year. His enlistment will also be cancelled.

5)Security Deposit

Employer shall retain security deposit @ of 10%(ten percent) of the gross value of each R/A bill of the contractor until amount so retained together with performance security constitutes 10%(ten percent) of the contract price of the works.

50% of the accumulated security deposit(excluding performance guarantee) will be released to the contractor on successful handing over of the project to the owner & the balance to be released only after final certificate of rectification of all defects as pointed out by the owner. However, it is the responsibility of the contractor to bring to the notice of Engineer in writing, two months prior to expiry of defect liability period that such period is going to expire. No interest will accrue on the Security Deposit under any circumstances.

6)If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the performance security be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder. Denial to deposit increased performance security shall constitute sufficient grounds for cancellation of the acceptance and forfeiture of the Earnest Money. He will also be debarred from participating in bids invited by NPCC Ltd for one year.

7) All risks of loss or damage to physical property and of personal injury or death which arise during & in consequence of the performance of the contract are the responsibility of the contractor.

8) INSURANCE OF WORK ETC.

Contractor is required to take contractor's all risk policy from an approved insurance company in the joint name with NPCC and bear all costs towards the same for the full amount of contract against all loss of damage from whatever cause arising for which he is responsible under the terms of the contract and in such manner that the NPCC and the contractor are covered during the period of construction of works and/ or also covered during the period of defect liability for loss or damage.

- a. The work and the temporary works to the full value of such works.
- b. The materials constructional plant, cetering, shuttering and scaffolding materials and other things brought to the site for their full value.
- c. Whenever required by NPCC the contractor shall produce the policy or the policies of insurance and the receipts for payment of the current premiums.

9)INSURANCE UNDER WORKMEN COMPENSATION ACT.

Contractor is required to take insurance cover under the Workmen Compensation Act, 1923 amended from time to time from an approved insurance company and pay premium charges thereof.

10)THIRD PARTY INSURANCE

Contractor is required to take third party insurance cover for an amount of 5% (five percent) of contract value from an approved insurance company for insurance against any damage ,Injury or loss which may occur to any person or property including that or NPCC arising out of the execution of the works or temporary works.

In case of failure of the contractor to obtain contractors all risk policy, insurance under workman compensation act and third party insurance as described above within fifteen days from the date of issue of letter of award , running account payments of the contractor shall be withheld till such time the aforesaid insurance covers are obtained by the contract & NPCC also reserves the right to obtain such insurance debiting the cost to the contractor.

If the contractor could not effect a comprehensive insurance cover against risks he may be required to effect under the terms of the contract, then he shall give his attention to get the best insurance cover available and even in case of effecting a wider insurance cover than the one which the subsidiary of the General Insurance Company could offer, such an insurance is ought to be done after the NPCC's approval , by or through the subsidiary of the General Insurance Company.

11)Bill of Quantities

The bill of quantities shall contain items for construction, installation, testing and commissioning work to be done by the contractor. Bill of quantities is used to calculate the contract value with % above/below/at par as quoted by the successful bidder in his offer. Contractor is paid as per items of BOQ.

12)Submission of bill & Release of Payment:-

Contractor shall each month on or before the date fixed by the Engineer-in-charge, for all works executed in previous months shall submit the bill. Value of each bill in no case should be less than Rs 10.00 lacs. The contractor shall prepare computerized bills using the program as approved by Engineer-in-charge. The Contractor shall submit three numbers of hard copies and one soft copy of floppy/ CD for all bills.

13)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 NPCC 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 not shall it conclude, determine or affect in any way the powers of the NPCC 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. The final bill shall be submitted by the contractor within three months of the completion of work, otherwise NPCC's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on contractor.

The RA Bills should be accompanied by number of photographs of work site as desired by site engineer taken from various angles depicting status of work as on bill date for the concerned month.

The contractor shall submit running account bills with detail measurement against items of bill of quantities. Payment to contractor will only be released after receipt of the payment from FSEZ. Any delay on the part of FSEZ to release such payment will not make the contractor eligible for compensation in cost.

14)ACCESS BY ROAD :-Contractor if necessary shall build temporary access roads to the actual site of construction for the works at his own cost. The contractor shall be required to permit the use of any roads so constructed by him for vehicles of NPCC or any other agencies/ contractors who may be engaged on the project site, free of cost. Non-availability to access roads, for the use of the contractor shall in no case condone any delay in the execution of work not be the cause for any claim for compensation.

15)VALIDITY OF TENDER:-The tender for the works shall remain open for acceptance for a period of Ninety days from the date of opening of tenderers. The earnest money will be forfeited in case the contractor withdraws his tender during the validity period or in case he changes his offer to his benefits which are not acceptable to NPCC. The validity period may be extended on mutual consent.

17)TIME SCHEDULE & PROGRESS.-The contractor shall also furnish within 10 days of letter of award a CPM network / PERT chart / Bar Chart for completion of work within stipulated time showing details of man & machinery to be deployed. This will be duly got approved from NPCC. Achievement of milestones as well as total completion has to be with in the time period allowed.

Contractor shall mobilize and employ sufficient resources for completion of all the works as indicated in the agreed BAR CHART/Network. No additional payment will be made to the contractor for any multiple shift work or other incentive methods contemplated by him in his work schedule even though time schedule is approved by the Engineer-in charge.

18)WATER AND ELECTRICITY:-The contractor shall make his own arrangement for Water & Electrical power for construction and other purposes at his own cost. The contractor shall also make standby arrangement for water & electricity to ensure uninterrupted supply.

19)TESTS AND INSPECTION:-The contractor shall carry out the various mandatory tests as per specifications .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 NPCC at the cost of the contractor . The contractors shall submit the test report of all the materials as per IS from any Government or Government approved laboratory. The agency should also maintain register showing daily receipt and daily consumption of materials being used for the execution of work. Regarding testing etc Quality control plan as laid down in IS code shall apply .

20) WORK IN MONSOON AND DEWATERING:-The execution of the work may entail working in the monsoon also. The contractor must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No special/extra rate will be considered for such work in monsoon. The contractor's rate shall be considered inclusive of cost of dewatering required if any and no extra rate shall be payable on this account.

21)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 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 be at his own expenses rectify such error to the satisfaction of Engineer-in charge. The checking of any setting out of any line or level by the engineers of NPCC shall not in any way relieve the contractor of his responsibility for the correctness.

22)FORCE MAJURE:-Any delay in or failure of the performance of either party hereto shall not constitute default hereunder to give rise to any claims for damages, if any to the Extent such delay or failure or performance is caused by occurrences such as acts of God or the public enemy, expropriation or confiscation of facilities by Govt. authorities, compliance with any order or request of Govt. authorities, acts of war, rebellions, sabotage, fire, floods, illegal strikes, or riots (otherwise than among the contractors employees). Only extension of time shall be considered for Force Majure conditions as accepted by NPCC. No adjustment in contract price shall be allowed for reasons of force Majure except as provided in tender documents.

23) Maintenance during defect liability period:- Defect rectification of the project during defect liability period of 12 months after satisfactory completion of the work and handing over of the project completed in all respect including rectification of defects observed by the Handing over/taking over board .

24)Withholding and lien in respect of sums claimed:-

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the NPCC LTD shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the contractor and for the purpose aforesaid, the NPCC LTD shall be entitled to withhold the said cashes security deposit or the security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the NPCC LTD shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with this or any Department of the Central Government/State Govt. pending finalization or adjudication of any such claim.

25)Lien in respect of claims of other Contractors:

a) Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the NPCC LTD, against any claim of this or any other Department of the Central Government/State Govt. in respect of payment of a sum of money arising out of or under any other contract made by the contractor with this or any other Department of Central Government/State Govt.

b)It is an agree term of the contract that the sum of money so withheld or retained under this clause by the NPCC LTD will be kept withheld or retained as such by the NPCC LTD till the Claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other; contract is governed by arbitration clause or by the competent court as the case may be and contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

26) Arbitration:- Deleted

27)JURISDICTION:- JURISDICTION:-The agreement will be executed at Kolkata and the High Court/appropriate Courts in Calcutta alone will have jurisdiction to deal with matters arising there from.

28) ORDER OF PRECEDENCE OF DOCUMENTS

In case of difference contradiction, discrepancy, dispute with regard to conditions of contract, specifications, drawings, bill of quantities and rates quoted by the contractor, the following shall prevail in order of precedence.

- i) Bill of Quantity /Schedule of Quantities.
- ii) Special conditions of Contract.
- iii) General Condition of Contract.
- iv) Drawing
- v) PWD/CPWD specifications updated with correction slips issued up to date of submission.
- vi) Relevant I.S. Codes.

NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED

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ADDITIONAL SPECIAL CONDITIONS OF CONTRACT

Owner/Developer, FSEZ will extend all facilities(by issuing requisite Forms) to purchase materials in its own name or contractor's name, to be used within the premises of FSEZ so that exemption benefit like Excise, CST, VAT etc. may be obtained. Amount of tax exemption so obtained will be deducted/recovered from the bills of the contractors while releasing payment. All requisite formalities for materials so purchased is to be done by the contractor to the satisfaction of statutory authorities.

Signature of Bidder

ACCEPTANCE OF TENDER CONDITIONS

(To be submitted in bidder's letter head)

**To
The Zonal Manager,
EZ,NPCC Ltd,
3A, Dr. S N Roy Road,
Kolkata-700029**

Sir,

1. I/We have inspected the site of work and have made myself/ourselves fully acquainted/satisfied with the local condition in and around the site of work.
2. I/We have carefully gone through the tender document in respect of the work. My/Our tender is offered taking due consideration of all factors if the same be accepted. I/We promise to abide by all the stipulations of the contract documents and also promise to carry out the work to the complete satisfaction of NPCC.
3. I/We will submit the Royalty Challan against the construction materials like earth/aggregate/moorum/bricks etc. to be consumed in the work if desired by NPCC . If we fail to submit the same before preparation of bill, NPCC reserves the right to deduct the amount towards the same as per norms of Statutory Authority from my/our Running Accounts/Final bill.

Signature of the Agency
with official Seal

Dated : _____

TECHNICAL SPECIFICATIONS

1. Wherever reference is made in the contract to specific specifications or codes to be met by the goods and materials to be furnished and work performed or tested, the provisions of latest current CPWD specifications or revision of the relevant standards & codes shall apply respectively.
2. Wherever referred specifications are silent, the construction and completion of work shall conform to relevant I.S codes of practice and in case of any dispute arising out of the interpretation of the above, the decision of engineer shall be final & binding.
3. Unless otherwise mentioned in the bill of quantities the measurements of works shall be done as per CPWD specifications and if the same is not given in the CPWD Specifications, the same shall be measured as per latest relevant ISI codes in force. The quantity of steel reinforcement and the structural steel sections Incorporated in the work shall be measured & paid on the basis of standard coefficients of sections as per IS Codes of practice. Before releasing any payments works are to be certified by representative of NPCC regarding quality of the works.

4. ANTI-TERMITE TREATMENT & WATER PROOF TREATMENT

Pre-construction soil treatment shall be carried out in co-ordination with the building work and shall be executed in such a manner that the civil works are not hampered or delayed by the anti-termite treatment. The treatment shall be carried out as detailed in IS : 6313 (Part-II) latest revision. The water proof treatment shall be of type and specifications as given in the schedule of quantities. The anti-termite and waterproof treatment shall be got done through specialized agencies only. A ten years bond(guarantee) for successful performance & rectification of any defect in this regard to be submitted from the engaged specialized agency, in format to be provided, both for anti-termite and waterproof treatment.

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

Re-treatment if required shall be attended to and carried out by the Contractor within seven days of the notice from Engineer-in-charge of NPCC.

The NPCC reserves the right to get the quality of treatment checked in accordance with recognized test methods and in case it is found that the chemicals with the required concentration and rate of application have not been applied, or the water proof treatment is not done as per specification, the contractor will be required to do the pretreatment in accordance with the required concentration & specifications at no extra cost failing which no payment for such work will be made. The extent of work thus rejected shall be determined by NPCC.

Water proofing and anti-termite treatment shall be got done through approved / specialized agencies only.

The contractor shall make such arrangement as may be necessary to safe guard the workers and residents of the building against any poisons effect of the chemicals used during the execution of the work.

During the execution of work, if any damage shall occur to the treatment already done, either due to rain or any other circumstances, the same shall be rectified and made good to the entire satisfaction of Engineer-in-charge by the contractor at his costs and risks.

The contractor shall make his own arrangement for all equipment's required for the execution of the job.

The contractor whose tender is accepted shall execute guarantee Bond in the prescribed form as appended for guaranteeing the anti-termite treatment and water proof treatment.

5. PROPRIETARY MATERIALS

The following proprietary materials shall be brought to site after the approval of NPCC.

- Cement
- Steel
- Primer/ Paints / Varnish etc.
- Bitumen
- Chemical for anti termite treatment
- Glazed/ceramic/terracotta tiles
- Sanitary & Plumbing materials
- Electrical materials & fittings
- Any other materials as per discretion of the NPCC.

6. The contractor shall submit documentary evidence e.g. challans, bills etc. against the proprietary materials brought to site as a check to ensure that the required quantities as required for execution of works as per specifications have been brought to site for incorporation in the work.

7. Proprietary materials brought at site shall be stored as directed by NPCC and those already recorded shall be suitably marked for identification.

8. RECORDS OF CONSUMPTION OF CEMENT , STEEL

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 in the form approved by the NPCC, showing columns like quantity received and used in work and balance in hand etc. This register shall be signed duly by the contractor's representative and NPCC's representative.

9. Contractor is to arrange for "Total Station" for the purpose of survey, layout etc. whenever called upon by the site engineer of NPCC.

Signature of Bidder

Signature of tender inviting authority

NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED
(A Govt. of India Enterprise)

LIST OF MATERIALS OF APPROVED BRAND AND/ OR MANUFACTURER.

-1-

S.No.	Description	Approved Brand/Manufacturer.
01	<u>A. Civil Work :-</u> Ordinarily Portland/Blast Furnace slag cement	A.C.C./Century/Ambuja/Lafarge/Ultratec.
02	Antitermite	Pest Control (India) Pvt Ltd./Oreon
03	Water Proofing Compound	Pidilite/Sika/Impermo/Cico
04	Glazed Ceramic Wall Tiles/vitrified tiles	Somany/Kajaria/Thomson & Jhonson/Nitco
05	Block Board/Ply Board	Kitply/Greenply/National Ply.
06	Glazing	Window Glass/ Hindusthan Pilkington or equivalent approved quality.
07	Synthetic Enamel Paint	Berger(Luxol)/Asian(Apcolite)/Shalimar(Superlac)
08	Cementy Base Paint	Snocem/Durocem
09	Oil Bound Distemper and Acrylic Exterior Paint	Berger/Shalimar/Asian/Johnson & Nicolson/ICI
10	P.V.C. Door Shutter and Frame	Sintex Plast/ Duro Plast
11.	P.V.C. Rain Water pipe and fittings	Supreme/Ori Plast/ Prince/Hasti

S.No.	Description	Approved Brand/Manufacturer.
01.	<u>Electrical Work :</u> Ceiling Fan	Usha/Orient/Bajaj/Pollar/Crompton Graves
02	Exhaust Fan	Crompton/Usha
03	Bulk Head light fittings	GEC/Crompton/Bajaj
04	Fluorescent luminaries with all electrical accessories	Philips/Havels
05	M.C.B.	Havels/MDS/Standard
06	Call Bell	Bajaj/anchor/National
07	Switch and Regulator (Piano type)	Anchor(Roma)/Preetam

08	Power Plug, Socket	Anchor/Preetam
09	P.V.C. insulated copper conductor	Finolex/Havells

S.No.	Description	Approved Brand/Manufacturer.
01.	<u>C. Sanitary & Plumbing Works.</u> Storage Tank	Sintex/ Patton/Raunaq
02	Kitchen Sink	M/s.Nirali / M/s.Anjali
03	P.V.C . Flushing Cistern	Hindware(Sluk)/Parryware
04	W.C.Pan and Wash Basin	Cera/Hindware
05	G.I.Pipes	Tata/Jindal/Bansal
06.	G.I.Fittings	‘R’ brand or other approved brand and quality having ISI mark
07	C.P. brass stop cock/ Bib cock/Pillar cock/ trap etc. and all type of C. P. Fittings	ESSCO/ESS-ESS/Parryware
08	PTMT bibcock/gratings and other PTMT items/fittings	Prayag/Polytuf
09	PVC/UPVC pipes	Oriplast/supreme
09	Valves(Gun Metal)	Valves having ISI marks of Leader Brand.

BOQ FOR CONSTRUCTION OF CONTAINER PARKING YARD NPCC
AT SECTOR-I ,OF FSEZ (3rd PHA (PKG -I)

SL NO	DESCRIPTION OF ITEMS	UNIT	QTY.	RATE	AMOUNT
1	Earthwok in cutting to form road section in correct profile in mixed soil including removal of spoils not exceeding initial lead of 50 mtr and initial lead of 1.5 mtr in mixed soil	m3	800	73.77	59016
2	Supplying and laying single brick flat soling (thickness 75 mm) with picket jhama bricks /1st class bricks with necessary cushioning over bed and filling up all joints with sand or kiln rubbish in cluding cost of all materials and ramming , watering if necessary complete.	m2	45	264.31	11893.95

3	Providing and laying cement concrete 1:3:6 without reinforcement , with approved stone metals , type 45 mm to 22.4 mm size with screening and cleaning of aggregate and sand as necessary , curing in water with cost and carriage of all materials .	m3	174	4326.01	752725.74
4	First class brick work in cement sand mortar (1:4 proportion)in foundation etc. including curing scaffolding raking out joint etc all complete and cost and carriage of all materials	m3	20	4377.56	87551.2

5	Supplying , spreading and compacting sand to required thickness, in layers not exceeding 15 cm to proper gradient and camber inundating each layer by water and packing and ramming layer by layer to achieve desired compaction including cost of sand but including lighting, guarding, barricading and making earthen bundh where necessary curing with water as per direction mending cracks and depressions by ramming when necessary (payment will be made on basis of finished compacated volume)	m3	725	583.05	422711.25
6	Supplying & laying plythene sheet (150gm/sqm) over DPC or below flooring or roof terracing or in foundation or in foundation trenches.	m2	1750	17.55	30712.5
7	Earth work in filling in foundation trenches or plinth with good earth obtained from excavation in layers not exceeding 150 mm including watering and ramming etc all complete.	m3	150	47.59	7138.5

8	Removal of rubbish earth etc. from the working site & disposal of the same beyond the compound in conformity with the Municipal/ corporation rule of such disposal , loading into truck & cleaning the site in all respect as per direction of EIC.	M3	1225	143.99	176387.75
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9	Hire and labour charges for shuttering with centering and necessary staging upto 4 m using approved stout props and thick hard wood planks of approved thickness with required bracing for concrete slabs, beams, columns, lintels curved or straight including fitting, fixing and striking out after completion of works (upto roof of ground floor)				0
	a) 25 mm to 30 mm thick wooden shuttering as per decision & direction of Engineer-in- Charge.	M2	43	265.73	11426.39

10	Providing and laying 250 mm thick M 30 Concrete including reinforcement , superplasticizer, antisol etc rith graded stone chips of appropriate nominal size including screening & cleaning of approved coarse aggregate and sand as necessary curing in warer with cost & carriage of all materials as per direction and drawing etc.	m3	1750	2148.78	3760365
11	Providing expension joint as per specification and drawing etc.	m	76.5	1637	125230.5
12	Providing contraction joint as per specification and drawing etc.	m	225	706	158850.00
13	Providing logitudinal joint as per specification and drawing etc.	m	300	396	118800.00
					5722808.78
	Add 1% towards construction worker welfare cess				57228.09
	TOTAL				5780036.87

We agree to execute the work at _____% (in figure) _____
(in words)above/below/at par the rates as shown above
in the BOQ

GROSS TOTAL (in figure)

GROSS TOTAL (in words)