

NSPCL
(A joint Venture of NTPC & SAIL)

SHARED SERVICE CENTRE, Bhilai

CONTRACT & MATERIAL DEPTT

Section-I

NOTICE INVITING TENDER (NIT)

FOR

"PROVIDING SERVICES OF TRANSPORTATION OF MISC. GOODS, STEEL, CEMENT ETC. TO & FROM DIFFERENT DESTINATION OF ALL OVER INDIA TO NSPCL EXPANSION STORES, BHILAI & VICE-VERSA WITH DIFFERENT DISTANCE SLABS FOR NSPCL, BHILAI."

(Domestic Competitive Bidding)

Tender Ref: NSPCL/SSC–Bhilai

GEM Bid no. GEM/2023/B/4668883

1.0 **NTPC SAIL POWER COMPANY LIMITED (NSPCL)** invites online bids through GeM Portal on “**Single Stage Two Envelope Bidding basis (Envelope-I: Techno-commercial Bid & Envelope-II: Price Bid)**” from eligible bidders for aforesaid package, as per the scope of work briefly mentioned hereinafter.

2.0 **BRIEF SCOPE OF WORK**

The scope of work comprises of “**PROVIDING SERVICES OF TRANSPORTATION OF MISC. GOODS, STEEL, CEMENT ETC. TO & FROM DIFFERENT DESTINATION OF ALL OVER INDIA TO NSPCL EXPANSION STORES, BHILAI & VICE-VERSA WITH DIFFERENT DISTANCE SLABS FOR NSPCL, BHILAI**”

NSPCL intends to finance subject Package through Internal Resources.

3.0 Detailed Specification, Scope of Work and Terms & Conditions are given in the Bidding Documents, which are available for examination and Sale at GeM Portal (<https://gem.gov.in/>) and as per the following schedule

Form of Contract/Tender Category	Services*
Source of IFB/NIT	NSPCL-SSC-Bhilai
Mode of Tendering	Custom Bid Service on GeM Portal
NIT Date	As per details at GeM Portal
Document sale Commencement Date	
Last date for receipt of queries from bidders (if any)	
Last Date & time for Bid submission	
Technical Bid Opening Date & Time	
Price bid Opening Date & time	Shall be intimated separately.
Bid Security / EMD	Rs. 1,06,000/-
Benefit to MSME	Applicable.

Contract Period	24 Months
Pre-Bid Conference Date & Time (if any)	Not Applicable
Reverse Auction	Not Applicable
Integrity Pact	Not Applicable

“No Queries from Bidders, whatsoever, shall be entertained by the Employer beyond the last date of receipt of Queries/ Pre-Bid Conference (if applicable) as specified on online portal”.

Corrigendum (if any) shall be available on [GeM](#) Portal only.

As per provisions of Bidding Documents, the Bidders shall submit “Techno-Commercial Proposal” and “Price Proposal” online (<https://gem.gov.in>), within the bid submission date and time as mentioned on Gem Portal. Only Techno-Commercial proposals will be opened on the date and time mentioned on Gem Portal.

Note: For any corrigendum and extension of date of bid submission, please visit the website <https://gem.gov.in>.

4.0 All bids must be accompanied by Bid Security for an amount (as mentioned at Clause 3.0 above) and Integrity Pact (if applicable). Integrity Pact shall be submitted as per instruction mentioned in ITB/SCC.

"ANY BID NOT ACCOMPANIED BY AN ACCEPTABLE BID SECURITY IN A SEPARATE SEALED ENVELOPE SHALL BE REJECTED BY THE EMPLOYER AS BEING NON-RESPONSIVE AND SHALL NOT BE OPENED."

Any bid without an acceptable Bid Security and Integrity Pact (if applicable) shall be rejected by Employer as being non-responsive and shall not be opened.

5.0 QUALIFYING REQUIREMENTS FOR BIDDERS.

The bidder who wishes to participate in the bidding shall meet the Qualifying Requirements stipulated hereunder:

1 Technical Criteria:	
1.1	<p>1.</p> <p>a) The bidder should have an office/godown at Bhilai, Dist: Durg, Chhattisgarh or shall give an undertaking to open the same within 30 days from the date of issue of award letter.</p> <p>b) The bidder should have offices/ branches all over India including Mumbai, Delhi, Kolkata, Chennai, Hyderabad, Bangalore, Ahmedabad, Haridwar, Trichy and Allahbad. as per bidders' catalogue the total number of branches should be at least 100 numbers, all over India. The branch/ office list with detail address of the branch/ office with the phone no. etc. is to be submitted by the bidder duly authenticated under common seal of the bidder along with the offer as a proof of the same as on date of technical bid opening.</p> <p>c) The bidder should be an Indian Bank's Association approved transporter.</p> <p>2. The Bidder should have successfully executed orders of Similar Works during last seven (07) years prior to the date of techno commercial bid opening in any of the following manner:</p> <p>a) One (1) order having executed value not less than Rs. 22.26 Lakh. OR</p> <p>b) Two (2) orders having executed value not less than Rs. 13.91 Lakh each. OR</p> <p>c) Three (3) orders having executed value not less than Rs. 11.13 Lakh each.</p>

	<p>Notes for Technical Criteria:</p> <ol style="list-style-type: none"> 1. The phrase “Similar Works” means TRANSPORTATION OF MISCELLANEOUS GOODS BY TRUCK/ TRAILER. 2. The word “Executed” mentioned above means that the bidder should have achieved the criteria specified above, even if the total contract is started earlier and/or is not completed/closed. 3. In case of orders under execution, the value of work executed prior to the date of Techno-Commercial bid opening duly certified by bidder’s client shall be considered acceptable. 4. Reference work executed by the bidder as a sub-contractor may also be considered provided the certificate issued by main contractor is duly certified by owner specifying the scope of work executed by the sub-contractor in support of qualifying requirements. 5. The Figure indicated in 1.1 (2) are inclusive of taxes & Duties.
2	<p>Financial Criteria:</p>
2.1	<p>The bidder who wishes to participate in the bidding shall satisfactorily establish that they fulfil the following qualifying requirement.</p> <ol style="list-style-type: none"> 1. The average annual turnover of the Bidder, in the preceding three (3) financial years as on the date of bid opening should not be less than Rs. 27.83 Lakhs. (Rupees Twenty-Seven Lakh & Eighty-Three Thousands Only).
2.2	<p>In case where audited results for the last financial year as on the date of technical bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the certificate from practicing Chartered Accountant certifying its financial parameters, the audited results for the three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters.</p> <p>Further, a Certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the Financial results of the Company are under audit as on the date of Technical bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.</p>
Note	<ol style="list-style-type: none"> i) Other income shall not be considered for computing annual turnover. ii) The figure indicated in 2 are inclusive of taxes & duties.

6.0 Any Certificate(s) / Financial Statement(s) / Audited Balance Sheet and P&L Account (wherever applicable) undertaken/ signed by a Member of Institute of Chartered Accountant of India (ICAI), which Bidders submit in support of compliance to Qualifying Requirements (QR), will carry Unique Document Identification Number (UDIN) generated in line with the Gazette Notification of Council of Institute of Chartered Accountant of India (ICAI).

7.0 Notwithstanding anything stated above, the Employer reserves the right to assess the **credentials/capabilities/capacity** of the Bidder/ his collaborators / associates/ subsidiaries / group companies to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.

The physical or any mode of assessment/verifications by Employer shall include but not be limited to the assessment/verifications of office/ facilities/ banker's/ submitted reference works in lieu of credentials. A negative determination of such assessment of credentials/capacity/capabilities may result in rejection of the bid.

8.0 The reference works whose details have been declared in their bid shall only be considered to ascertain the bidder’s compliance to the specified qualifying Requirement (QR). The Employer at its discretion may seek any clarification and/or documentary evidence only for the reference works as mentioned above. However, no change or substitution of the

reference works by new/additional plant for conforming to the specified qualifying Requirement shall be sought, offered or permitted”.

- 9.0 'Class-I local suppliers' only are eligible to participate in this tender, as defined in the bidding documents/ Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments/ revisions issued by DPIIT. **The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids.**
- 10.0 Any 'Bidder from a country which shares a land border with India', as specified in the Bidding Documents, will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in the Bidding Documents.

However, the said requirement of registration will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

- 11.0 NSPCL reserves the right to reject any or all bids or cancel / withdraw the Invitation for Bids/NIT without assigning any reason whatsoever and in such case no bidder / intending bidder shall have any claim arising out of such action.
- 12.0 The bidding document is available online. A complete set of Bidding Documents may be downloaded by any interested Bidder from the [GeM Portal \(https://gem.gov.in\)](https://gem.gov.in). The Bidder would be required to register on the website.

First time users are required to register themselves on GeM Portal only. First time users not allotted any vendor code by NSPCL, should send a copy of the registration details to the e-mail address specified in this NIT under Address for Communication with following details at least three working days prior to Technical Opening Date:

- a) Request on the letter head of the Company
- b) Address Proof
- c) Copy of GST Registration Certificate & PAN Card,
- d) Email ID and Contact No.
- e) Name and Designation of the contact person
- f) Cancelled cheque & E.F.T form duly verified by bank

Note: No Hard Copy of bidding documents shall be issued.

13.0 **Address for communication:**

AGM/DGM (Contracts & Materials)
NTPC SAIL POWER COMPANY LIMITED (NSPCL),
Shared Service Centre, Bhilai
Expansion Site, Near Purena Village, Bhilai (East) , PO-Dist:Durg(C.G.)
Pin Code-490021
Tel. No.: 0788-2282435
**Email: sudeepk.das@nspcl.co.in/ rashmikumari@nspcl.co.in/
prabhulinga@nspcl.co.in**

Websites: <https://gem.gov.in> or www.ntpctender.ntpc.co.in or www.nspcl.co.in

14.0 **Registered Office:**

NSPCL,, 4TH Floor, NBCC Tower,
15, Bhikaji Cama Place,
New Delhi

Instruction to Bidders

Name of work: **PROVIDING SERVICES OF TRANSPORTATION OF MISC. GOODS, STEEL, CEMENT ETC. TO & FROM DIFFERENT DESTINATION OF ALL OVER INDIA TO NSPCL EXPANSION STORES, BHILAI & VICE-VERSA WITH DIFFERENT DISTANCE SLABS FOR NSPCL, BHILAI.**

- Contract/Completion Period:
24 Months.
- Defect Liability Period:
As per clause no. 9 of Terms & Conditions.
- Taxes & Duties: Applicable taxes & duties is to be quoted in Bidding sheet/ offer/ Price bid against the NIT failing which the bid shall be considered to be inclusive of taxes.
 - i) “GST Identification Number (GSTIN)” is to be submitted along with the bid document.
 - ii) “Goods and Services Tax” or “GST” means taxes levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, and various State/Union Territory Goods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws).”
 - iii) The Bidder shall be responsible for payment of **GST** levied on the **Works/ Contract/ Services** in accordance with the applicable Act or Notification(s) by the State or Central Government or other authorities and rules made thereunder including amendments, if any. The liability on account of such tax as per the rates of tax prevailing as on seven (7) days prior to the date of bid opening shall be included in the bid price. In case of any variation in the rates of the tax after the date seven (7) days prior to date of bid opening, the same shall be paid/ reimbursed to/ recovered from the successful Bidder subject to submission of documentary evidence and proof of having made the payment at the revised rate and on certification by Engineer-in-Charge.
 - iv) It shall be incumbent upon the successful Bidder to obtain a registration certificate under the **GST** Law, and other law(s) relating to levy of tax, duty, cess etc. and necessary evidence to this effect shall be furnished by the successful Bidder to the Employer.
 - v) Notwithstanding anything to contrary contained in the Contract, the Contractor’s right to payment under the Contract is subject to issuance of valid tax invoice, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law.
 - vi) The Contractor shall issue tax invoices, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law. In the event of any default, Contractor shall be liable to pay any penalty/demand raised on NSPCL due to default by Contractor, and the same shall be recovered/Contractor shall make good the loss.
The contractor shall be responsible for the issuance of e-way bill & other compliances relating to e-way bill as per GST law.

Note: i) Bidder may please submit the SAC/HSN code against the service code/BOQ.

ii) Section 171 of the Central Goods and Services Tax Act, 2017 (“**CGST**”) read with Anti-Profiteering Rules, 2017 (“**APR Rules**”) which mandates that any benefit of input tax credit (“**ITC**”) accruing to supplier under GST regime, shall be passed on to the recipient of goods/services. Vendor to quote considering all the benefit of input tax credit (“**ITC**”) accruing to supplier under GST regime.

BENEFITS TO MSEs:-

Micro and Small Enterprises (MSEs) registered with Udyam as specified by Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006, for goods produced and services rendered, shall be issued the bid documents free of cost and shall be exempted from paying Earnest Money Deposit.

The award shall be made as follows:-

- a) Award shall be given to L1 bidder if L1 bidder is a MSE.
- b) In case L1 bidder is not a MSE, then all the MSE vendor(s) who have quoted within the range of L1 + 15%, shall be given the opportunity in order of their ranking (starting with the lowest quoted MSE bidder and so on) to bring down its price to match with L1 bidder. Award for full quantity shall be placed on the MSE vendor who matches its price with L1 bidder at the price quoted by L1 bidder.
- c) If no MSE vendor who has quoted within range of L1+15% accepts the price of L1 bidder then the award shall be made to the L1 bidder.

MSEs seeking exemption and benefits should enclose a attested/self certified copy of valid registration certificate, giving details such as validity, stores/services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

NIL Deviation: No deviation, whatsoever , is permitted by EMPLOYER to any provisions of bidding documents. The bidders are advised that while making their bids and quoting prices, all conditions are appropriately taken into consideration. Bidders shall certify their compliance to the complete bidding documents as per certificate at Annexure-I (Online acceptance of same shall be given under "Question" tab of RFX information)

"Do you Certify full compliance to all provisions of Bid Doc?"

In case the Products and/or Services offered do not meet the Technical requirements, the bid shall be rejected as technically non-responsive.

Bidders may note that in case Bidder refuses to withdraw additional conditions/deviations/ variations/ exception , implicit or explicit, found anywhere in the techno-commercial bid, the bid shall be rejected as Technically non- responsive.

Bidders may also note that any deviation/variation in any form in the Price bid shall result in forfeiture of EMD.

- “If the rates/prices quoted by the successful bidder for certain items of the Bill of Quantities (wherever such rates/prices have been called for in the bids,) are found to be having a variation of +/-25% or above in relation to Employer’s estimate of the cost of work to be performed under the contract, then such items of works shall be identified as abnormally high rate (AHR) or abnormally low rate (ALR).

After evaluation of the rates/prices analysis which includes early cash flow analysis, Employer/NSPCL may require that amount of Performance Security be increased at the expense of the recommended bidder by 25% of the value of variation in respect of ALR item, to protect Employer against financial loss in the event of default by the contractor under the contract, to carry out such low rated items of works if award is placed on recommended bidder. Further, the Employer/NSPCL may require the contractor to provide a suitable undertaking to execute the items of works to complete the entire work under the contract.

The items for which performance security is enhanced shall be identified separately in the contract. Upon execution of such identified items, the enhanced value of Performance security will be reduced every three months on a pro -rata basis.”

Ineligibility for participation in re-tender

• Ineligibility for participation in future tenders

- i. Notwithstanding the provisions regarding forfeiture of Bid Security specified in ITB Sub-Clause 14.4, if a Bidder after having been issued the Letter of Award, either does not sign the Contract Agreement, or does not submit an acceptable Initial Security Deposit/Entire Security Deposit in line with the provisions of the Contract and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package. Further, such bidder/contractor shall also be dealt as per the provisions of **Policy For Debarment From Business Dealings.**
- ii. If a bidder after opening of tenders where EMD is ‘NIL/Not applicable’ or exempted for bidders as per policy guidelines, withdraws its offer within the validity period of the offer, then such bidder shall be treated as ineligible for participation in the future tenders issued from **NSPCL** for a period of 6 months from the date of withdrawal of the bid and also in re-tendering of the particular package.
- iii. If a bidder after having been issued the Notification of Award/Purchase Order of a package where EMD is ‘NIL/Not applicable’ or exempted for bidder as per policy guidelines, , either does not accept the Notification of Award/Purchase Order or does not sign the Contract Agreement pursuant to ITB Clause titled ‘Signing the Contract Agreement’ or does not submit an acceptable Performance Security pursuant to ITB Clause titled ‘Performance Security’, and which result in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package **and contractual action may be taken as per provisions of the Bidding documents.** Further, such vendor shall also be dealt as per the provisions of the Employer’s Policy for Debarment from Business Dealings.

NSPCL

(A Joint venture of NTPC & SAIL)

NSPCL

**GENERAL CONDITION
OF
CONTRACT**

NSPCL-Bhilai

GENERAL CONDITIONS OF CONTRACT FOR
CIVIL WORKS

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NSPCL
(A JOINT VENTURE OF NTPC & SAIL)
Expansion site Near Purena Village, Bhilai (East)
Distt. Durg (C.G.)-490021
PERCENTAGE RATE TENDER FOR SCHEDULE ITEMS
AND ITEM RATE TENDER
FOR NON-SCH ITEMS FOR

(here insert the name of the Works)

1. To be submitted by _____ hours on _____ (date) to
Contract services Deptt. NSPCL-Bhilai

2. Tenders shall be opened in presence of tenderer who may be present, at _____ hours on
_____ (date) in the office of:

Contract Services Department
NSPCL
Expansion site Near Purena Village,
Bhilai (East)
Distt.: Durg (C.G.)-490021

Issued to M/s.

Signature of officer issuing the documents _____

Designation _____

Date _____

Fill name of the Contractor

NSPCL
(A Joint venture of NTPC & SAIL)

Expansion site Near Purena Village, Bhilai (East)
Distt.: Durg (C.G.)-490021

NOTICE INVITING TENDERS

1. Tenders are invited on behalf of the NSPCL
.....
The work is estimated to cost Rs. This estimate, however, is given merely as a rough guide.
2. The tender shall be in the prescribed Form.
3. The works are required to be completed within Months from the date of issue of Letter of Intent, in accordance with the phasing, if any, indicated in the tender documents.
4. Normally contractors whose names are borne on the approved list of contractors of NSPCL, for the areas in which the work lies and within whose financial category the estimated amount falls will be permitted to tender.
5. The Chairman, NSPCL, shall be the Accepting Officer hereinafter referred to as such for the purpose of this contract.
6. Applications for issue of tender documents shall be submitted to
so as to reach his office not later than
7. A tenderer shall produce an Income Tax Clearance Certificate before tender documents can be sold to him.
8. Tender documents consisting of plans, specifications, Schedule (s) of Quantities of the various classes of work to be done, the Conditions of Contract and other necessary documents will be open for inspection and sold on payment of Rs.on or after
and upto
- 9 Deleted
10. Tenderer are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or effect their tender. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

11. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and land etc., will be issued to him by the Company and local conditions and other factors bearing on the execution of the works.
12. A tenderer should quote in figures as well as in words rate (s) tendered, the amount for each item should be worked out and the requisite totals given. Special care shall be taken to write rates in figures as well as in words, and the amounts in figures only in such a way that interpolation is not possible. The total amount shall be written both in figures and in words. In case of figures the words 'Rs.' Should be written before the figure of rupees and the words 'paise' after the decimal figures, e.g. Rs. 2.15 P and in case of words, the words 'Rupees' should precede and the words 'paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be up to two places of decimal.
13. All rates shall be quoted on the tender form.
14. In the case of item rate tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. In case of lumpsum Contract, only Quoted Amount shall be considered.
15. The tender for the works shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same works. Failure to observe this condition shall render the tender of the contractor tendering as well as of those witnessing the tender liable to rejection.
16. Tenders shall be received
up to Hours on the
..... (date) and shall be opened at
..... hours on the same day in the presence of those tenderers who may
be present.
17. The tender shall be accompanied by earnest money Rs.

The earnest money offered shall be in one of the following alternative forms (all subject to approval of the Owner):

- (a) A call Deposit Receipt duly pledged in favour of NSPCL or a crossed Demand Draft/Pay Order in favour of NSPCL from any Nationalized or Scheduled Bank.
 - (b) A cheques certified by the Banker as 'Good for Payment' drawn in favour of NSPCL from any Nationalized or Scheduled Bank.
In lieu of Cash Deposit to facilitate Bidders, an irrevocable Bank Guarantee of any Nationalized or Scheduled Bank in favour of NSPCL, Proforma of Bank Guarantee is enclosed.
 - (d) Original NSPCL Power Bonds duly endorsed in favour of NSPCL
 - (e) Postal Order/National Saving Certificate/National Defence Certificates duly endorsed in favour of NSPCL.
- 17.1 The earnest money shall be accompanied with letter of Undertaking on non-judicial paper of appropriate value on NSPCL's prescribed format and shall be submitted in a Separate sealed envelops.

- 17.2 The earnest money shall be made payable without any conditions demure to the Owner ‘On Demand’. The Bid Guarantee shall be valid for a period of seven (7) calendar months from the date set for opening of the bids, i.e. if the bid is due for opening on 1st Jan. the Bid Guarantee shall be valid up to and inclusive of the following 31st July.
- 17.3 In consideration of the Owner opening and considering the tender for purpose of award of contract, the Bidder shall keep his bid valid for a period of six (6) months from the date of opening of the Bid, during which period the Bidder agree not to vary, alter or revoke his tender either in whole or in part. If the Bidder however, fails to keep his bid valid for 6 (six) months or varies its terms and conditions during the said period, then the Owner shall be entitled to forfeit the Bid Guarantee amount without any notice or proof of damages.
- The Bidder shall submit his bid as required in the contract documents along with Letter of Undertaking in the Proforma enclosed in the bid documents as Form: X (a-1).
- 17.4 The Bid Guarantee of all unsuccessful Bidders except that of the successful Bidder will be returned within thirty (30) days after the Award of Contract on production by the Bidder a Certificate of Contract Services Deptt. To the effect that all bid documents have been returned to NSPCL by the Bidder.
- 17.5 Any bid not accompanied by a Bid Guarantee, Letter of Undertaking in accordance with aforesaid provisions shall be rejected by the Owner as Non-Responsive Bid.
- 17.6 Any bid not accompanied by a Bid Guarantee, Letter of Undertaking in accordance with aforesaid provisions shall be rejected by the Owner as Non-Responsive Bid.
18. On acceptance of tender earnest money will be treated as part of the security deposit.
19. The tenderer, whose tender is accepted shall permit the Company at the time of making any payment to him for work done under the contract to deduct towards security deposit, sum as per clause 9.1 of general conditions of Contract.
20. NSPCL shall return the earnest money where applicable, to every unsuccessful tenderer on production by the tenderer of a certificate of Contract Services that all tender documents have been returned.
21. A tenderer shall submit the tender which satisfies each and every condition laid down in this notice and other tender documents, failing which, the tender will be liable to be rejected.
22. “NSPCL does not bind themselves to accept the lowest or any tender or to give any reason for their decision. The Owner reserves the right to allow to the Public Sector Undertakings, price preference, facilities as admissible under the existing policy. The prospective bidders may apprise themselves of relevant government notification in this regard before submission of their bid.
23. The NSPCL Limited reserve to themselves the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at his quoted rates.
24. Sales Tax or any other tax on materials in respect of this contract shall be payable by the contractor and the Company will not entertain any claim whatsoever in this respect.
25. This notice of tender shall form part of the contract documents.
26. Tender submitted by tenderers shall remain valid for acceptance for a period of 180 days from the date set for opening of the tender. The tenderer shall not be entitled during the said period of 180

days without the consent in writing of the owner, to revoke or cancel his tender or vary the tender given or any item thereof. In case of tenderer revoking or canceling his tender, varying any terms in regard thereof without the consent of Owner in writing the tenderer shall forfeit earnest money paid by him along with the tender.

For and on behalf of NTPC-SAIL Power Company Private Limited

Signature

Designation

Date

* * *

GENERAL CONDITIONS OF CONTRACT:

INTERPRETATION AND DEFINITIONS

Singular & Plural:

1. Where the context so requires, words importing the singular only also include the plural and vice versa.

Headings and Marginal Notes to Conditions.

2. Headings and marginal notes to these general Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

Definitions:

3. (a) 'Owner'/Company' shall mean the NSPCL New Delhi, having its registered office at 4th floor NBCC Tower 15 Bhikaji Cama Place, New Delhi-110066 and shall include their legal representatives, successors and permitted assigns.
- (b) The "Accepting Authority" shall mean the authority mentioned in Schedule 'A'.
- (c) The "Contract" shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between the NSPCL, and the contractor together with the documents referred to therein including these conditions with appendices and any special conditions, the specifications, designs, drawings, schedule of quantities/items with rates and amounts and schedule of rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
- (d) The "Contractor" shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
- (e) The "Contract Sum" shall mean;
 - (i) in the case of Lump Sum Contracts the sum for which the tender is accepted ;
 - (ii) in the case of percentage Rate Contracts the estimated value of the Works as mentioned in the tender adjusted by the Contractor's percentage;
 - (iii) in the case of item Rate Contracts the cost of the Works arrived at after extension of the quantities shown in Schedule of Quantities/items by the item rates quoted by the tenderer for the various items.
- (f) A "Day" shall mean a day of 24 hours from mid-night irrespective of the number of hours worked in that day.

- (g) “Engineer-in-Charge” shall mean the Engineering Officer appointed by the Company or his duly authorized representative who shall direct, supervise and be in-charge of the works for purposes of this contract.
- (h) “Excepted Risks” are risks due to riots (otherwise than among Contractor’s employees) and civil commotion (in so far as both these are uninsurable), war (Whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power any acts of Government, damage from aircraft, acts of God, such as earthquake lightning and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by the ‘Companys’ of the part of Works in respect of which a certificate of completion has been issued.
- (i) “Market Rate” shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the Site where the work is to be executed, plus the percentage mentioned in Schedule A to cover all overheads and profit. (No percentage shall be added for material issued by the Company).
- (j) Schedule (s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers issued by the Company or the Standard Schedule of Rates prescribed by the Company and the amendments thereto issued from time to time.
- (k) The “Site” shall mean the lands and/or other places on, under, in or through which the work is to be executed under the contract including any other lands or places which may be allotted by the Company or used for the purposes of the Contract.
- (l) “Temporary Works” shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the Works.
- (m) “Urgent Works” shall mean any urgent measures which, in the opinion of the Engineer-in-Charge, become necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.
- (n) A “Week” shall mean seven days without regard to the number of hours worked in any day in that week.
- (o) The “Works” shall mean the works to be executed in accordance with the Contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for performance of the Contract.
- (p) The words ‘Bid’ and ‘Tender’ ‘Bidder’ and ‘Tenderer’, Bid documents and ‘Tender Document’, ‘Schedule of Quantities’ and ‘Schedule of items’ shall have the same meaning and are synonymous to each other.

SCOPE AND PERFORMANCE

Contract Documents:

- 4.0 The Contractor shall be furnished, free of charge, two certified true copies of the Contract Documents except standard specification and the schedule of rates and of all further drawings which may be issued during the progress of the Works. He shall keep one copy of these Documents on the Site in good order, and the same shall at all reasonable times be available for inspection and use by the Engineer-in-Charge, his representative or by other Inspecting Officers.
- 4.1 None of these Documents shall be used by the Contractor for any purpose other than that of this Contract.
- 4.2 The contractor shall take necessary steps to ensure that all persons employed on any work in connection with this Contract have noticed that the Indian Official Secretes Act 1923. (XIX of 1923) applies to them and shall continue to apply even after the execution of such works under the Contract.

Works to be carried out:

5. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment, and transport which may be required in preparation of and for and in the full and entire execution and completion of the Works. The descriptions given in the Schedule of Quantities/items shall, unless otherwise stated, be held to include waste on materials, carriage and cartage, carrying in return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.

Inspection of Site:

6. The Contractor shall inspect and examine the Site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the site, the quantities and nature of work and material necessary for the completion of the Works and the means of access to the Site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

Sufficiency of Tender:

7. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities/items, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the Works.

Discrepancies and Adjustment of Errors:

8. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawing being followed in preference to small scale drawing and figures dimensions in preference to scale and Special Conditions in preference to General Conditions.
- 8.1 In the Case of discrepancy between Schedule of Quantities/items the Specifications and/or the Drawings, the following order of preference shall be observed
 - (a) Description in Schedule of Quantities/items.
 - (b) Particular Specification and Special Conditions, if any.
 - (c) Drawings
 - (d) General Specifications.
- 8.2 If there are varying or conflicting provisions made in any one document forming part of the Contract, the Accepting Authority shall be the Deciding authority with regard to the intention of the document.
- 8.3 Any error in description, quantity or rate in Schedule of Quantities/items or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the Contract.
- 8.4 If on check there are found to be differences between the rates given by the contractor in words and figures or in the amount worked out by him in the schedule of quantities/items and general summary, the same shall be adjusted in accordance with the following rules.
 - (a) In the event of a discrepancy between description in words and figures quoted by tenderer, the description in words shall prevail.
 - (b) In the event of an error occurring in the amount column of Schedule of quantities/items as a result of wrong extension of the unit rate and quantity the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.

- (c) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
- (d) The totals of various sections of Schedule of Quantities/items amended shall be carried over to the General Summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off of Quantities or in sections of Schedule of Quantities/items or in General Summary by the tenderer, shall be ignored.
- (e) In case of lumpsum contracts based on Bills of Quantities (quantities not shown as provisions), should any error in quantities or any omissions of items be discovered, the cumulative effect of which varies the Contract sum by more than 5% or Rs. 20,000/- whichever is less, then the errors shall be rectified and the rectification dealt with as for deviations/variations under conditions 10 & 11 hereof, and the value thereof shall be added or deducted from the Contract Sum, as the case may be; provided that there shall be no rectification of any errors, omissions, or wrong estimates in the prices inserted by the Contractor in the Bills of Quantities.

9. Security Deposit:

- 9.1 The Contractor shall permit the Company at the time of making any payment to him for work done under the Contract to deduct toward the security deposit at the rate of 10 per cent of gross amount of each on account payment for contracts of value up to Rs. 20 lakhs and at the rate of 5 per cent for contracts of value equal to and greater than Rs. 20 lakhs until the security deposit so deducted reaches the values mentioned in 9.1 (c) of Schedule A in cash or in the form of Government Securities or Fixed Deposit Receipts or Bank Guarantees furnished by any of the nationalized Banks.
- (a) The security deposit reaches a limit of Rs. 1 lakh, the contractor, if he so desires may convert the amount into one of the Government securities or Bank Guarantees as aforesaid.
 - (b) Provided that, if at the time of payment of the final bill, the deductions so made together with the earnest money already deposited, fall short of the security deposit mentioned in 9.1 (c) of Schedule A, the recovery of the balance amount of security deposit shall be deemed to have been waived.
- 9.2 The contract value for purposes of this clause shall be taken as the value of Contract awarded.

- 9.3 In case a Fixed Deposit Receipt of any bank is furnished by the Contractor to the Company as part of the Security Deposit and the Bank goes into liquidation or for any other reasons is unable to make payment against the said Fixed Deposit Receipt, the loss caused thereby shall be borne by the Contractor and the Contractor shall forthwith or on demand furnish additional security to Company to make good the deficit.
- 9.4 All compensation or other sums of money payable by the Contractor under the terms of this Contract or any other Contract or any other account whatsoever may be deducted from or paid by the sale of a sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or may become due to the Contractor by Company on any account whatsoever and in the event of his security deposit being reduced by reasons of such deduction or sale as aforesaid, the Contractor shall within fourteen days of receipt of notice of demand from the Engineer-in-Charge make good the deficit.
- 9.5 Government papers tendered as security shall be taken at 5% (five percent) below the market price or at their face value whichever is less.
- 9.6 Refund of Security Deposit : one half of the Security deposit refundable to the Contractor worked out on the basis of the value of work completed shall be refunded to the Contractor on the Engineer-in-Charge certifying in writing that the work has been completed as per condition 31 hereof etc.
- 9.7 On expiry of the Defects Liability Period (referred to in Condition 33 hereof) or on payment of the amount of the Final Bill payable in accordance with condition 52 whichever is later, the Engineer-in-Charge shall, on demand from the Contractor, refund to him the remaining portion of the security deposit provided the Engineer-in-Charge is satisfied that there is no demand outstanding against the Contractor.
- 9.8 No interest shall be payable to the contractor against the Security Deposit furnished/recovered from the contractor, by the Company.

Deviations/Variations Extent & Pricing:

10. The Engineer-in-Charge shall have power(i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions, that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the Site or for any other reasons, and the Contractor shall be bound to carry out the Works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alteration, omissions, additions or substitution shall form part of the Contract as if originally provided therein and any altered additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the Works, shall be carried out by the Contractor on the same conditions in all respects including price on which he agreed to do the main work. Any alterations, Omissions

additions or substitutions which radically change the original nature of the contract shall be ordered by the Engineer-in-Charge as a deviation and in the event of any deviation being ordered which in the opinion of the Contractor changes the original nature of the Contract, he shall nevertheless carry it out and the disagreement if any, as to the nature of work and the rate to be paid therefore shall be resolved in accordance with Condition 56.

10.1 The time for completion of the Works shall, in the event of any deviations resulting in additional cost over the Contract Sum being ordered, be extended as follows if requested by the Contractor:

- (a) in the proportion which the additional cost of the altered, additional or substituted work, bears to the original contract sum, plus
- (b) 25% of the time calculated in (a) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

Rates for such additional, altered or substituted work shall be determined by the Engineer-in-Charge as follows:

- (i) If the rate for additional altered or substituted item of work is specified in the Schedule of Quantities/items, the Contractor shall carry out the additional, altered or substituted item at the same rate. In the case of composite tenders, where two or more schedules of quantities may form part of the contract; the applicable rate shall be taken from the schedule of quantities/items of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the same item of work in the other Schedules of Quantities.
- (ii) If the rate for any altered, additional or substituted item of work is not specified in the schedule of Quantities/items, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tenders where two or more schedule of quantities/items form part of the contract, the rate shall be derived from the nearest similar item in the schedule of Quantities/items of the particular part of Works in which the deviation is involved failing that from the lowest of the nearest similar items in other schedule of quantities/items.
- (iii) If the rate for any additional, altered or substituted item of work can not be determined in the manner specified in sub-paras (i) and (ii) above, then such item of Work shall be carried out at the rate entered in the Schedule of Rates mentioned in Schedule 'A' plus/minus the percentage by which the tendered amount of the works actually awarded is higher or lower than the estimated amount of the Works actually awarded.

- (iv) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras (i) to (iii) above, then the rate for such item of work shall be derived from the Schedule of Rates specified in sub-para (iii) above plus/minus the percentage mentioned in that sub-para. Provided always that if rate (s) for part(s) of an item(s) is/are not specified in the Schedule of Rates the rate (s) for such part (s) shall be determined by the Engineer-in-charge on the basis of the purchase price as supported by the vouchers unless the Engineer-in-charge finds the purchase price unreasonable. In the latter event the price shall be, determined on the basis of market rate (s) prevailing during the fortnight following the date of the order.
- (v) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras (i) to (iv) above, the Contractor shall, within 14 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-Charge under advice to the Accepting Authority of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-Charge shall, within three months thereafter, after giving due consideration to the rate claimed by the Contractor, determine the rate on the basis of market rate (s). In the event of the Contractor failing to inform the Engineer-in-Charge within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Engineer-in-Charge on the basis of market rate(s).
- (vi) (A) Except in case of items of work below ground surface, as it exists at the time of commencement of work (See (B) below), quantities of which may change due to site Conditions, provisions contained in sub-conditions (i) to (v) above shall not apply to.
- a. that value of any contract item, substituted item or contract-cum-substituted item as in excess of the original value of the item plus the percentage mentioned in Schedule 'A' (Applicable to Lump sum Contracts. Measurement Contracts based on item rates and Percentage rate Contracts).
 - b. That value of deviations ordered on any individual trade item included in the contract as is in excess of the percentage mentioned in Schedule 'A'. (Applicable to Lump-sum-Contracts only)
 - c. The value of all items not already included in the Contract, as is in excess of the percentage mentioned in Schedule 'A' of the Contract.
- (B) In case of items of work below ground surface as it exists at the time of commencement of work, quantities of which may change due to site conditions, provisions contained in sub-conditions (i) to (v) above shall not apply to

- (a) items of any individual trade which exceed by more than the percentage mentioned in Schedule A of the value of that trade included in the contract as a whole, unless the Contractor and the Engineer-in-Charge agree to a higher percentage for any particular item.
- (b) the value of any item not included in the Contract in excess of 5% of the contracts sum whichever is higher.

NOTE: Individual trade means sub-heads into which the Schedule of Quantities/items as provided in the Contract has been divided and in the absence of any such provision in the Contract, the sub-heads as given in the Schedule of Rates.

- 11. In the case of contract items, substituted items, contract-cum-substituted items, or additional items which exceed the limits laid down in sub-para (vi) of Condition 10 above, the contractor may, within fourteen days of receipt of order or occurrence of the excess claim revision of the rates, supported by proper analysis, for the work in excess of the above-mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the Schedule of Quantities/items or of those derived in accordance with the provisions of sub-para (i) to (iv) of Condition 10 by more than five percent, inform the Engineer-in-Charge under advice to the Accepting Authority and the Engineer-in-Charge shall, within three months of receipt of the claim supported by analysis after giving consideration to the analysis of the rates submitted by the Contractor, determine the rates on the basis of market rates and if the rates so determined exceed the rates specified in the Schedule of Quantities/items or those derived in accordance with the provisions of sub-para (i) to (iv) of Condition 10 by more than five per cent, the Contractor shall be paid in accordance with the rates so determined. In the event of the contractor failing to claim revision of rates within the stipulated period, or if the rates determined by the Engineer-in-Charge within a period of three months of receipt of the claim supported by analysis are within five percent of the rates specified in the Schedule of Quantities/items or of those determined in accordance with the provisions of sub-para (i) to (iv) of Condition 10, the Engineer-in-charge shall make payment at the rates as specified in the Schedule of Quantities/items or those already determined under sub-para (i) to (iv) of Condition 10 for the quantities in excess of the limits laid down in sub-para (vi) of Condition 10.
- 11.1 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items, for the work in excess of the limits laid down in sub-para (vi) of Condition 10 provided that such decrease is more than five per cent of rates specified in the Schedule of Quantities/items or of those derived in accordance with the provisions or sub-para (i) to (iv) of Condition 10, and the Engineer-in-Charge may after giving notice to the Contractor within two months of receipt of order by the Contractor or occurrence of the excess and after taking into consideration any reply received from him within fourteen days of receipt of the notice, revise the rates for the work in question within two months of expiry of the said period of 14 days having regard to the market rates.

Suspension of Works:

- 12 (a) The Contractor shall, on receipt of the order in writing of the Engineer-in-Charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary for any of the following reasons:
- (i) On account of any default on part of the Contractor; or
 - (ii) for proper execution of the Works or part thereof for reasons other than the default of the Contractor; or
 - (iii) for safety of the Works or part thereof, The Contractor shall, during such suspension, properly protect and secure the Works to the extent necessary and carry out the instructions given in the behalf by the Engineer-in-Charge.
- (b) If the suspension is ordered for reason (ii) and (iii) in sub-para (a) above:
- (i) the Contractor shall be entitled to an extension of the time equal to the period of every such suspension plus 25%.
 - (ii) If the total period of all such suspension exceeds thirty days, the Contractor shall, in addition, be entitled to compensation, as the Accepting Authority may consider reasonable, in respect of salaries and/or wages paid by the Contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto the percentage mentioned in Schedule A to cover indirect expenses of the Contractor, provided the contractor submits his claim supported by details to the Engineer-in-Charge under advice to the Accepting Authority within 14 days of the expiry of the period of 30 days.
- (c) If the Works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason, (i) in sub-para (a) above, the Contractor may after receipt of such order serve a written notice on the Engineer-in-Charge under advice to the Accepting Authority requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the works or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the Contractor, if he intends to treat the suspension, where it affects only a part of the Works as an omission of such part by the Conditions 10 and 11 or where it affects the whole of the Works, as an abandonment of the works by the Company shall within 10 days of expiry of such period of 15 days give notice in writing of his intension to Engineer-in-Charge under advice to the Accepting Authority. In the event of the Contractor treating the suspension as an abandonment of the Contract by Company, he shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall,

however, be entitled to compensation, as the Accepting Authority may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence and of material collected which could not be utilized on the works, adding to the total thereof the percentage mentioned in Schedule A to Cover indirect expenses of the Contractor, provided the Contractor submits his claim supported by the details to the Engineer-in-Charge under advice to the Accepting Authority within 28 days of the expiry of the period of 3 months.

Time and Extension for Delay:

13. The time allowed for execution of the works as specified in the Schedule A or the extended time in accordance with these Conditions shall be the essence of the Contract. The execution of the works shall commence from the 15th day after the date on which the Company issues written orders to commence the work. If the Contractor commits default in commencing the execution of the work as aforesaid, Company shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely.
- 13.1 As soon as possible after the Contract is concluded the Engineer-in-Charge and the Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract Documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work exceeds one month (say for special jobs) complete 1/8th of the whole of the work before 1/4 of the whole time allowed in contract has elapsed; 3/8 of the work before one half of such time has elapsed and 3/4th before 3/4th of such time has elapsed.
- 13.2 If the works be delayed by
- (a) force majeure, or
 - (b) abnormally bad weather ,or
 - (c) serious loss or damage by fire, or
 - (d) civil commotion, local combination of workmen, strike or lockout, affecting any of the trades employed on the work, or
 - (e) delay on the part of other contractors or tradesmen engaged by Company in executing work not forming part of the Contract, or
 - (f) non-availability of stores, which are the responsibility of Company to supply, or
 - (g) any other cause which, in the absolute discretion of the authority mentioned in Schedule A, is beyond the Contractor's control ;

- then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the Works.
- 13.3 Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. This Contractor may also if practicable, indicate in such a request the period for which extension is desired.
- 13.4 In any such case the authority mentioned in Schedule A may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request by the Engineer-in-Charge.
14. The Contractor shall arrange at his own expense all tools, plant and equipment (hereinafter referred to as T & P) required for execution of the work, except the item listed in Schedule 'C' which will be given to him on hire (if the same can be spared by Company) by the Company at rates shown in that schedule. In case the Contractor does not require some or all items of T & P listed in schedule 'C' he will indicate his requirements at the time of submitting his tender. Company's T & P hired to the contractor shall be conveyed by him at his expense from the place of issue to the site and back.
- 14.1 If the Contractor requires any item of T & P on hire from the Company over and above the requirements indicated by him at the time of submitting his tender, the Company will, if such item is available, hire it to the Contractor at a rate to be fixed by the Engineer-in-Charge.
- 14.2 The period of hire will be reckoned from the commencement of the day of issue up to the end of the day of return (including all holidays) irrespective of the actual hour of issue and return. The Contractor will be exempted from levy of any charges for the number of days he is called upon in writing by the Engineer-in-Charge to suspend execution of the work, provided Company's T & P in question has, in fact, remained idle with the Contractor because of the suspension, provided the Contractor, in case the period of suspension exceeds 11 days, returns Company's T & P to the place from where it was issued.
- 14.3 The hire charges shall be reckoned as under :
- (a) the first eight working hours (excluding a break of one hour) (one) working day
 - (b) every working hour or part thereof in excess of 8 working hours, at the rate of 1/8th of the hire charges for a working day; provided however if the Company has paid more than at the rate of 1/8th of the wages of the crew for overtime under the Minimum Wages Act or any other law for the time being in force, the excess over 1/8th of the wages shall also be charged to the Contractor.
- 14.4 If at any time Company's T & P has not been worked at all during a day except for a break-down, or has been worked for less than eight hours during a day, the Contractor shall be charged for one working day.
- 14.5 If any item of Company's T & P has stopped working on account of a breakdown before it has worked for four hours in a day, the Contractor will be charged for half a working day. If the item

has stopped working after it has worked for more than four hours but less than eight hours, the Contractor will be charged for a full working day.

- 14.6 The hire charges shown in the Schedule cover financing cost, charges of crew, depreciation, stores for maintenance and cleaning purposes and fuel needed to start a machine at the time of issue. All other charges such as cost of fuel for running a machine, engine oil kerosene oil, etc., for working Company's T & P, and all unskilled labour and water required for servicing/wash out shall be borne by the Contractor. The Contractor shall permit the Engineer-in-Charge to carry out periodical maintenance of Company's T & P in accordance with the provision therefore in the aforesaid schedule, and there will be no deduction in hire charges for the period spent on such maintenance.

However, the contractor shall be allowed to return the tools and plants (issued by the Company) for purposes of repairs and for the duration of such repairs no hire charges shall be levied.

- 14.7 The Contractor shall be responsible for care and custody of Company's T & P (including employment of chowkidars) during the period Company's T & P remain with him and any damage (fair wear and tear excepted) to any of the equipment (except for Excepted Risks provided always the Contractor has taken precautions necessary to protect it from such risk (s) shall be made good at the Contractor's expense to the satisfaction of the Engineer-in-Charge unless such damage is caused because of negligence of crew provided by the Company.
- 14.8 The Company gives no guarantee in respect of output of its T & P hired to the Contractor and no reduction in raise or any compensation shall be allowed on the ground that out turn or performance of Company's T & P was not to the Contractor's expectation.
- 14.9 Company's T & P hired to the Contractor shall be returned at the place of issue (unless otherwise directed) by the Contractor to the Engineer-in-Charge on completion of the work or section of the work or earlier on termination of the hire by the Company as hereinafter provided on a written notice by the Engineer-in-Charge. The Company shall be entitled to terminate the hire on two days notice without assigning any reason whatsoever and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of termination of hire of Company's T & P by the Company.
- 14.10 A Log Book for recording hours during which every item of Company's T & P issued to the Contractor has worked each day shall be maintained by the member of the crew in charge thereof or any representative of the Engineer-in-Charge appointed on that behalf and shall be daily attested by the Contractor or his authorized representative. In case the Contractor contests correctness of any entry and/or fails to sign the Log Book the decision of the Engineer-in-Charge shall be final and binding on him. Hire charges shall be calculated in accordance with the entries in the Log Book.
- 14.11 The hire charges payable by the Contractor shall be recovered from the Contractor's bills.

Materials

- 15.
- (a) The Contractor shall at his own expenses, provide all materials required for the works other than those which are to be supplied by the Company.

1. All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the contract and the Contractor shall, if requested by the Engineer-in-Charge, furnish proof to the satisfaction of Engineer-in-Charge that the materials so comply.
2. The Contractor shall, at his own expense and without delay, supply to the Engineer-in-Charge samples of materials proposed to be used the Works. The Engineer-in-Charge shall within seven days of supply of samples or within such further period as he may require and intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval fresh samples complying with the specifications laid down in the Contract.
3. The Engineer-in-Charge shall have full powers to require removal of any or all of the materials brought to site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials the Engineer-in-Charge shall be at liberty to have them removed by other means. The Engineer-in-Charge shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply; he may cause the same to be supplied by other means. All costs, which may attend upon such removal and/or substitution, shall be borne by the Contractor.
4. The Contractor shall indemnify the Company, its representatives or employees of the Company against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against the Company or any agent, servant or employee of the Company in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the Company; but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was the result of any drawings and/or specifications issued after submission of the tender.
5. Subject as hereinafter provided in Condition 53/53-A all charges on account of octroi, terminal or sales tax and other duties on materials obtained for the Works from any source (excluding materials supplied by the Company) shall be borne by the Contractor.
6. The Engineer-in-Charge shall be entitled to have tests carried out as specified in the Contractor for any materials supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer-in-Charge may require for the purpose. If no tests are specified in the Contract, and such tests are required by the Engineer-in-Charge, the Contractor shall provide all facilities required for the purpose and the charges for these tests shall be borne by the Contractor only if the tests disclose that the said materials are not in accordance with the provision of the Contract. The cost of materials consumed in tests shall be borne by the Contractor in all cases except when otherwise provided.

7. In addition the Contractor shall perform/submit at his own cost such tests/samples as may be required by the Engineer-in-Charge out of the materials issued by the Company, except for the costs of materials used in such tests/samples.

Material to be supplied by the Company:

- 15 (b) Materials to be supplied by the Company are shown in schedule 'B' which also stipulates quantum, place of issue and rate (s) to be charged in respect thereof.
 1. If after acceptance of the tender the Contractor desires the Company to supply any other materials, such materials may be supplied by the Company, if available, at rates to be fixed by the Engineer-in-Charge. The Company reserves the right not to issue any such materials. The non issue of such materials will not entitle the Contractor for any compensation whatsoever either in time or in cost.
 2.
 - (a) The Company may issue all the materials to be issued to the Contractor under the Contract, at its site stores, or nearest railhead. In case the materials are issued at the nearest rail head the cost of transportation only from such rail head to the Site will be borne by the Company subject to the reasonableness of such transportation cost being certified by the Engineer-in-Charge. All other costs such as loading, unloading, transportation to contractors godown, storage etc. till the materials are incorporated in the Works or returned to the Company shall be to the account of the Contractor.
 - (b) For the materials listed in Schedule B which the Company has agreed to supply to the contractor, he shall give a reasonable notice in writing of his requirements to the Engineer-in-Charge in accordance with the agreed phased programme. Such materials shall be supplied for the purposes of the Contract only and the value of materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted as and when materials are consumed in items of work for which payment is being made to the contractor from any sums then due or which may thereafter become due to the Contractor, under the Contract. At the time of submission of bills the Contractor shall properly account for the materials issued to him to the satisfaction of the Engineer-in-Charge, certify that balance of materials supplied is available at site.
 3. The Contractor shall bear the cost of loading transporting to site, unloading, storing under cover as required, assembling and joining the several parts together as necessary and incorporating or fixing materials in the Works including all preparatory work of whatever description as may be required.
 4. All materials issued to the Contractor by the Company for in Company of fixing in the works (including preparatory work) shall on completion or on foreclosures of the Works, be returned by the Contractor at his expense, at the place of issue, after making due allowance for actual consumption, reasonable wear and tear and/or waste. The reasonable wastage % shall however be mentioned in Sch. B Indicating the issue of stores. If the Contractor is required to deliver such materials at a place other than the place of issue, he shall do so and the transportation charges from the

site to such place, less the transportation charges which would have been incurred by the Contractor had such materials been delivered at the place of issue, shall be borne by the Company.

5. The following are the allowable wastages on different materials :
 - (a) Cement : 3% of estimated quantity of cement to be used in various items of work.
 - (b) Reinforcement Steel : 5% of estimated quantity based on bar bending schedules.
 - (c) Structural Steel : As stipulated in technical Specification.
 - (d) Cut pieces of reinforcement rods of length 3.0 meters and above may be accepted by the Company and credit given at the issue rates.
6. Surplus materials returned by the Contractor shall be credited to him by the Engineer-in-Charge at rates not exceeding those at which these were originally issued to him after taking into consideration any deterioration or damage which may have been caused to the said materials whilst in the custody of the Contractor.
7. If on completion of works the Contractor fails to return surplus materials out of those supplied by the Company, then in addition to any other liability which the Contractor would incur in the Engineer-in-Charge may, by a written notice to the Contractor, require him to pay within a fortnight of receipt of the notice, for such unreturned surplus materials, at the rates specified in special conditions of contract.

EMPTY CEMENT BAGS

8. The recovery rate of cement is inclusive of cost of jute or paper bags. The Contractor shall have to return at least 90% of the cement jute bags in good and acceptable condition to the Bag Collecting Agents. The payments for the cost of empty bags will be made to the contractor by the bag collecting agents. The contractor shall get the name of the bag collecting agent, from the Engineer-in-Charge in writing. The Contractor must produce the certificate on the printed letter head from the authorized bag collecting agents as proof for the number of bags returned by him while claiming payment against running bill. In cases, the number of serviceable jute bags returned is less than 90% of the jute bags issued, compensation at the rate of Rs. 1/- per bag returned short of the minimum number shall be recovered from the Contractor. The Contractor should send intimation by registered post to the bag collecting agents of cement factories for collecting the bags within a period of 30 days. If the bag collecting agents fail to turn up within a specified period the contractor with prior approval of the Engineer-in-Charge shall be at liberty to dispose of the bags.

General

- (c) Material required for the works, whether brought by the Contractor or supplied by the Company, shall be stored by the Contractor only at place approved by the Engineer-in-Charge, Storage and safe custody of material shall be the responsibility of the contractor.

- (1) Company's officials concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the Site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or at any place(s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.
- (2) All materials brought to the Site shall become and remain the property of the Company and shall not be removed off the Site without the prior written approval of the Engineer-in-Charge. But whenever the Works are finally completed and advance, if any, in respect of any such material is fully recovered, the Contractor shall at his own expense forthwith remove from the Site all surplus material originally supplied by him and upon such removal, the same shall revert in the become the property of the Contractor.

Labour:

16. The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the Works any person who has not completed his eighteen years of age.
- 16.1 The Contractor shall furnish to the Engineer-in-Charge at the intervals mentioned in Schedule A distribution return of the number and description by trades of the work people employed on the Works. The Contractor shall also submit on the 4th and 19th of every month to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month(i) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed maternity Benefit as provided in the Maternity Benefit Act, 1961 or Rules made there under and the amount paid to them.
- 16.2 The Contractor shall pay to labour employed by him either directly or through sub-contractors wages not less than fair wages as defined in the Contractors Labour Regulations.
- 16.3 The Contractor shall in respect of labour employed by him or his subcontractors comply with or cause to be complied with the Contractors Labour Regulations in regard to all matters provided therein.
- 16.4 The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages act, 1948, Employer's Liability Act, 1938. Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961 and Mines act, 1952. Contract Labour Regulation & Abolition Act, 1970. or any modifications thereof or any other law relating thereto and rules made there under from time to time.
- 16.4(A) The contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "The Employees State Insurance, Act, 1948" as amended from time to time. In case the contractor fails to submit full details of

his account of labour employed and the contribution payable, the Engineer-in-Charge shall recover from the running bills of Contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.

However, in case the ESI Act is not applicable to the area where the project site is located, as evidenced by the Certificate / Letter submitted to the effect by the contractor from the local authorities, the contractor shall be liable to arrange and pay for the expenses towards medical treatment in respect of all labour employed by him for the execution of the contract.

- 16.5 The Engineer-in-Charge shall on a report having been made by an Inspecting Officer as defined in the Contractors Labour Regulations have the power to deduct from the monies due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Contractors Labour Regulations.
- 16.6 The Contractor shall indemnify the Company against any payments to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
- 16.7 In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Contractors Labour Regulations as amended from time to time or furnishing any information or submitting or filling any Form, Register/Slip under the provisions of these Regulations which is materially incorrect then on the Report of the Inspecting Officers as defined in the Contractors Labour Regulations the Contractor shall without prejudice to any other liability pay to the Company a sum not exceeding Rs. 50.00 as liquidated damages for every default, breach or furnishing, making, submitting, filing materially incorrect statement as may be fixed by the Engineer-in-Charge and in the event of the Contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs. 50.00 per day for each day of default subject to a maximum of ten percent of the estimated cost of the Works put to tender. The Engineer-in-Charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the Welfare Fund constituted under Regulations. The decision of the Engineer-in-Charge in this respect shall be final and binding.
- 16.7.1 Model Rules for Labour Welfare: The Contractor shall at his own expense comply with or cause to be complied with Model Rules for Labour Welfare as appended to these conditions or rules framed by Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the Works. In case the Contractor fails to make arrangements as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.
- 16.7.2 Safety Code: The Contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.

- (i) Failure to comply with Model Rules for Labour welfare, Safety Code on the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the Contractor liable to pay to the Company as liquidated damages an amount not exceeding Rs. 50.00 for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the Inspecting Officers as defined in the Contractor's Labour regulation as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor.
17. The Contractor shall not be permitted to enter on (other than for inspection purposes) or take possession of the site until instructed to do so by Engineer-in-Charge in writing. The portion of the site to be occupied by the contractor shall be defined and/or marked on the site plan, failing which these shall be indicated by the Engineer-in-Charge at site and the contractor shall on no account be allowed to extend his operations beyond these areas. In respect of any land allotted to the contractor for purposes of or in connection with the contract, the contractor shall be a licensee subject to the following and such other terms and conditions as may be imposed by licensor.
- (i) that he shall pay a nominal license fee of Rs. 1 per year or part of a year for use and occupation, in respect of each and every separate areas of land allotted to him.
 - (ii) that such use or occupation shall not confer any right of tenancy of the land to the Contractor.
 - (iii) that the contractor shall be liable to vacate the land on demand by the Engineer-in-Charge.
 - (iv) that the Contractor shall have no right to any construction over this land without the written permission of the Engineer-in-Charge. In case, he is allowed to construct any structure he shall have to demolish and clear the same before handing over the completed work unless agreed to the contrary”.
- 17.1 The Contractor shall provide, if necessary or if required on the site, all temporary access thereto and shall alter, adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the Engineer-in-Charge and make good all damage done to the Site.

Setting out the Works:

- 18 The Engineer-in-Charge shall supply dimensioned drawings, levels and other information necessary to enable the Contractor to set out the Works and the Contractor shall set out the works and be responsible for the accuracy of the same. He shall amend at his own cost and to the satisfaction of the Engineer-in-Charge any error found at any stage which may arise through inaccurate setting out unless such error is based on incorrect data furnished in writing by the Engineer-in-Charge, in which case the cost of rectification shall be borne by the Company. The Contractor shall protect and preserve all bench marks used in setting out the Works till end of the Defects Liability Period unless the Engineer-in-Charge direct their earlier removal.

Site Drainage:

19. All water which may accumulate on the Site during the progress of the works, or in trenches and excavations, from other than the excepted risks shall be removed from the Site to the satisfaction of the Engineer-in-Charge and at the Contractor's expense.

Nuisance:

20. The Contractor shall not at any time do, cause or permit any nuisance on Site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the Site and to the public generally.

Materials obtained from Excavation:

21. Materials of any kind obtained from excavation on the Site shall remain the property of the Company and shall be disposed of as the Engineer-in-Charge may direct.

Treasure, Trove, Fossils, etc:

22. All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site shall be the absolute property of the Company and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing, shall immediately upon discovery thereof and before removal acquaint the Engineer-in-Charge with such discovery and carry out the Engineer-in-Charge's directions as to the disposal of the same at the expense of the Company.

Protection of Trees:

23. Trees designated by the Engineer-in-Charge shall be protected from damage during the course of the Works and earth level within 1 meter of each such tree shall not be charged. Where necessary, such trees shall be protected by providing temporary fencing.

24. The contractor shall provide and maintain at his own expenses all lights, guards, fencing and watching when and where necessary or required by the Engineer-in-Charge for the protection of the Works or for the safety and convenience of those employed on the Works or the public.

Contractor's Supervision:

25. The Contractor shall either himself supervise the execution of the Works or shall appoint a competent agent approved by the Engineer-in-Charge if the Contractor has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the Works, the Contractor, shall at his own expense, employ as his accredited agent an engineer approved by the Engineer-in-Charge. Orders given to the Contractor's agent shall be considered to have the same force if these had been given to the Contractor himself. If the Contractor fails to appoint a suitable agent as directed by the Engineer-in-Charge, the Engineer-in-Charge shall have full powers to suspend the execution of the Works until such date as a suitable agent is appointed and the Contractor shall be held responsible for the delay so caused to the Works.

Inspection and Approval:

26. All works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Engineer-in-Charge or his authorized representative when each stage is ready. In default of such notice, the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof.

- 26.1 No work shall be covered up or put out of view without the approval of the Engineer-in-Charge or his authorized representative and the Contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination of foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer-in-Charge or his Authorised representative whenever any such work or foundation is ready for examination and the Engineer-in-Charge or his representative shall

without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations. In the event of the failure of the Contractor to give such notice he shall, if required by the Engineer-in-Charge, uncover such work at the Contractor's expense.

- 26.2 The Engineer-in-Charge or his representative shall have powers at any time to inspect and examine any part of the Works and the Contractor shall give such facilities as may be required for such inspection and examination.

Duties and Powers of Engineer-in-Charge's Representative:

27. The duties of the representative of the Engineer-in-Charge are to watch and supervise the Works and to test and examine any materials to be used or workmanship employed in connection with the Works. He shall have no authority to order any work involving any extra payment by the Company nor to make any variation in the works.
- 27.1 The Engineer-in-Charge may from time to time in writing delegate to his representative any of the powers and authorities vested in the Engineer-in-Charge and shall furnish to the Contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the Representative of the Engineer-in-Charge to the Contractor within the terms of such delegation shall bind the Contractor and the Company as though it has been given by the Engineer-in-Charge.
- 27.2 Failure of the Representative of the Engineer-in-Charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-Charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.
- 27.3 If the Contractor shall be dissatisfied with any decision of the representative of the Engineer-in-Charge he shall be entitled to refer the matter to the Engineer-in-Charge who shall there upon confirm, reverse or vary such decision.

Removal of Workmen:

28. The Contractor shall employ in and about the Execution of the Works only such persons as are skilled and experienced in their several trades and the Engineer-in-Charge shall be at liberty to object to and require the Contractor to remove from the Works any person employed by the Contractor in or about the execution of the Works who in the opinion of the Engineer-in-Charge misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the Works without permission of the Engineer-in-Charge.

Uncovering and Making Good:

29. The Contractor shall uncover any part of the Works and/or make openings in or through the same as the Engineer-in-Charge may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer-in-Charge. If any such part has been covered up or put out of view after being approved by the Engineer-in-Charge and is subsequently found on uncovering to be executed in accordance with the Contract, the expenses of uncovering and/or making opening in or through, reinstating and making good the same shall be borne by the Company. In any other case all such expenses shall be borne by the Contractor.

Work during Night or on Sundays and Holidays:

30. Subject to any provisions to the contrary contained in the Contract, none of the permanent works shall be carried out during night or on Sundays or on authorized holidays without the permission in writing of the Engineer-in-Charge.

Completion Certificate:

- 31.1 As soon as the work is completed, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of receipt of such notice the Engineer-in-Charge shall inspect the work and shall furnish the Contractor with a certificate of completion indicating (a) date of completion (b) defects to be rectified by the Contractor and/or (c) items for which payment shall be made at reduced rates. When separate periods of completion have been specified for items or groups of items, the Engineer-in-Charge shall issue separate completion certificates for such item or groups of items. No certificate of completion shall be issued nor shall the work be considered to be complete till the Contractor shall have removed from the premises on which the work has been executed all scaffolding, sheds and surplus materials except such as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen on the Site in connection with the execution of the work, as shall have been erected by the Contractor or the workmen and cleaned all dirt from the parts of building (s) in upon or about which the work has been executed or of which he may have had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, eased doors and sashes, oiled locks and fastenings labeled keys clearly and handed them over to the Engineer-in-Charge and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-Charge. If the Contractor shall fail to comply with any of the requirements of this conditions as aforesaid, on or before the date of completion of the Works, the Engineer-in-Charge may at the expense of the Contractor fulfill such requirements and dispose of the scaffoldings, surplus materials and rubbish, etc. as he thinks fit and the Contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually realized by the sale thereof less the cost of fulfilling, the requirements and any other amount that may be due from the Contractor. If the expense of fulfilling such requirements is more than the amount realized on such disposal as aforesaid, the Contractor shall forthwith on demand pay such excess.
- 31.2 If at any time before completion of the entire work items or groups of items for which separate periods of completion have been specified, have been completed, the Engineer-in-Charge can take possession of any part or parts of the same (any such part(s) being hereinafter in the Condition referred to as 'the relevant part') then notwithstanding anything expressed or implied elsewhere in this Contract:
- (a) Within thirty days of the date of completion of such items or groups of items or of possession of the relevant part the Engineer-in-Charge shall issue completion certificate for the relevant part as in condition 31 (1) above provided the Contractor fulfils his obligations under that Condition for the relevant part.
 - (b) The Defects Liability Period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.

- (c) the Contractor may reduce the value insured under Condition 34/34A by the full value of the completed items or relevant part as estimated by the Engineer-in-Charge for this purpose. This estimate shall be applicable for this purpose only and for no other.
- (d) For the purposes of ascertaining compensation for delay under Condition 32 in respect of any period during which the Works are not complete the relevant part will be deemed to form a separate item or group, with date of completion as given in the Contract or as extended under Condition 13 and actual date of completion as certified, by the Engineer-in-Charge under this Condition.

Compensation for Delay:

32. If the contractor fails to maintain the required progress in terms of condition 13 or to complete the work and clear the site on or before the contract or extended date period of completion, he shall, without prejudice to any other right or remedy of the Company on account of such breach, pay as agreed compensation amount calculated as stipulated below or such smaller amount as be fixed by the authority mentioned in Schedule 'A' on the contract value of the work for every week that the progress remains below that specified in condition 13 or that the work remains incomplete.

This will also apply to items or groups of items for which separate period of completion has been specified. (Refer Special Conditions of Contract)

For this purpose the term Contract Value shall be the value at contract rates of the work as ordered.

- (a) Completion period (as originally stipulated) not exceeding 6 months: @ 1 percent per week.
 - (b) Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years: @ ½ percent per week.
 - (c) Completion period (as originally stipulated) exceeding 2 years: @ ¼ percent per week.
- 32.1 Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed the under noted percentage of the Contract value or of the Contract value of the item or group of items of work for which a separate period of completion is given :
- (a) Completion period (as originally stipulated) not exceeding 6 months @ 10 percent
 - (b) Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years. 7 ½ per cent.
 - (c) Completion period (as originally stipulated) exceeding 2 years : 5 percent
- 32.2 The amount of Compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Company.

Defects Liability Period:

33. The Contractor shall be responsible to make good and remedy at his own expenses within such period as may be stipulated by the Engineer-in-Charge any defect which may develop or may be noticed before the expiry of the period mentioned in Schedule 'A' hereto from the certified date of completion and intimation of which has been sent to the Contractor within seven days of the expiry of the said period by a letter sent by hand delivery or by registered post.

Contractor's Liability and Insurance:

34. From commencement to completion of the works, the Contractor shall take full responsibility for the case thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the Works or any part thereof and all Company's T & P from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make, good the same so that, at completion, the Works and all Company's T & P shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instruction of the Engineer-in-Charge.
- 34.1 In the event of any loss or damage to the Works or any part thereof or to any T & P or to any material or articles at the Site from any of the Excepted Risks the following provisions shall have effect:
- (a) The Contractor shall, as may be directed in writing by the Engineer-in-Charge, remove from the Site any debris and so much of the works as shall have been damaged, taking to the Company's stores such Company's T & P, articles and/or materials as may be directed.
 - (b) the Contractor shall, as may be directed in writing by the Engineer-in-Charge, proceed with the erection and completion of the Works under and in accordance with the provisions and Conditions of the Contract; and
 - (c) there will be added to the Contract sum, the net amount due, ascertained in the same manner, as for deviations, or as prescribed for payment, in respect of the re-execution of the works lost or damaged; the replacement of any T & P and of any materials and articles lost or damaged, but not incorporated in the Works on the day when the loss or damage occurred and the removal by the Contractor as provided above of Company's T & P articles and/or materials to the Company's store and of debris and damaged Works referred to therein and the compensation paid by him under any law for the time being in force, to any workman employed by him for any injury caused to him, or to the workman's legal successors for loss of the workman's life.
- 34.2 PROVIDED always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.
- 34.3 Where Company's building or a part thereof is rented by the Contractor he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using

materials of combustible nature, as to which the decision of the Engineer-in-Charge shall be final and binding.

- 34.4 The Contractor shall indemnify and keep indemnified the Company against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of Works and against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. PROVIDED always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Company against any compensation or damage caused by the Excepted Risks.
- 34.5 Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any property, (excluding that of the Company but including the Company's building rented by the Contractor wholly or in a part and any part of which is used by him for storing combustible materials), or to any person (including any employee of the Company) by or arising out of carrying out of the Contract.
- 34.6 The Contractor shall at all times indemnify the Company against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936. Minimum Wages act, 1948. Employer's Liability Act, 1938, the Workmen's Compensation Act, 1923. Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time or as a re-consequence of any accident or injury to any workman or other persons in or about the Works, whether in the employment of the Contractor or not, save and except where such accident or injury has resulted from any act of the Company, his agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act, 1923 or any modification thereof or any other law relating thereto.
- 34.7 The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-Charge has agreed to their cancellation.
- 34.8 The Contractor shall prove to the Engineer-in-Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period.
- 34.9 The Contractor shall ensure that similar insurance policies are taken out by his sub-contractors (if any) and shall be responsible for any claims or losses to the Company resulting from their failure to obtain adequate insurance protection in connection thereof. The contractor shall produce or cause to be produced by his sub-contractors (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-Charge.
- 34.10 If the Contractor and/or his sub-contractors (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract then and in any such case the Company may, without being bound to, effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Company

from any monies due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

OR

Contractor's Liability and Insurances (To be incorporated in those contracts only in which execution of work involves considerable risk of loss or damage).

Facilities to other Contractors

35. The Contractor shall, in accordance with the requirements of the Engineer-in-Charge afford all reasonable facilities to other contractors engaged contemporaneously on separate contracts in connection with the Works and for departmental labour and labour of any other properly authorized authority or statutory body which may be employed at the Site on execution of any work not included in the Contract or of any contract which the Company may enter into in connection with or ancillary to the Work.

Notices to local Bodies

36. Contractor shall comply with and give all notices required under any Governmental authority, instrument, rule or order made under any Act of Parliament, State laws or any regulation or bye-laws of any local authority relating to the Works. He shall before making any variation from the contract drawings necessitated by such compliance give to the Engineer-in-Charge a written notice giving reasons for the proposed variation and obtain the Engineer-in-Charge's instruction thereon.
- 36.1 The Contractor shall pay and indemnify the Company against any liability in respect of any fees of charges payable under any Act of Parliament, State laws or any Government instrument, rule or order and any regulations or bye-laws of any local authority in respect of the work.

Sub-Contracts:

37. The Contractor shall not sub-contract any, portion of the contract without the prior written approval of the Accepting Authority. Employment of piece rate workers shall not be deemed as sub-contracting.

Instructions and Notices

38. Subject as otherwise provided in this Contract, all notices to be given on behalf of the Company and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-Charges.
- 38.1 All instructions, notices and communications. Etc., under the Contract shall be given in writing and if sent by registered post to the last known place of abode or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him.
- 38.2 The Contractor or his Agent shall be in attendance at the Site (s) during all working hours and shall superintend the execution of the Works with such additional assistance in each trade as the Engineer-in-Charge may consider necessary. 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.

- 38.3 The Engineer-in-Charge shall communicate or confirm the instructions to the Contractor in respect of the execution of work in a Works Site Order Book maintained in the office of the Engineer-in-Charge and the Contractor or his authorized representative shall confirm receipt of such instructions by signing the relevant entries in this Book. If required by the Contractor he shall be furnished a certified true copy of such instruction (s)

**Foreclosure of Contract in Full or in Part due to Abandonment
Or Reduction in Scope of Work.**

39. If at any time after acceptance of the tender the Company shall decide to abandon or reduce the scope of the Works for any reason whatsoever and hence not require the whole or any part of the Works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the Works in full but which he did not derive in consequence of the foreclosure of the whole or part of the Works.

- 39.1 The Contractor shall be paid at Contract rates full amount for works executed at Site and, in addition a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure:

- (a) any expenditure incurred in preliminary site work e.g. temporary access roads, temporary labour huts, staff quarters and site offices; storage accommodation and water storage tanks.
- (b)
 - (i) The Company shall have the option to take over Contractor's materials or any part thereof either brought to Site or of which the Contractor is legally bound to accept delivery from suppliers (for inCompany in or incidental to the work). Provided, however, the Company shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by the Company, Cost of such materials shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.
 - (ii) For Contractor's materials not retained by the Company reasonable cost of transporting such materials from Site to Contractor's permanent stores or to his other Works, Whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.
- (c) If any materials supplied by the Company are rendered surplus, the same except normal wastage shall be returned by the Contractor to the Company at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the Contractor. In addition, cost of transporting such materials from Site to the Company stores, if so required by the Company.
- (d) Reasonable compensation for transfer of T & P from Site to Contractor's permanent stores or to his other Works; whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.

- 39.2 The Contractor shall, if required by the Engineer-in-Charge furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this Condition.

Termination of Contract for Death

40. If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Accepting Authority is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, the Accepting Authority shall be entitled to cancel the Contract as to its incomplete part without the Company being in any way to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the accepting authority that the legal representatives of the deceased contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Company shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable for damages for not completing the Contract.

Cancellation of Contract in full or in part:

41. If the Contractor:
- (a) at any time makes default in proceeding with the Works with due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-Charge; or
 - (b) commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge ; or
 - (c) fails to complete the works or items of work with individual dates of completion, on or before the date (s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge; or
 - (d) shall offer, or give or agree to give to any person in Company's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Company; or
 - (e) shall enter into a contract with the Company in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously disclosed in writing to the Accepting Authority / Engineer-in-Charge ; or
 - (f) shall obtain a Contract with the Company as a result of ring tendering or other non-bonafide methods of competitive tendering; or
 - (g) being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order for administration of his estate made against him or

shall take any proceedings for liquidation or composition (Other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his affective or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or

- (h) being a company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- (i) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 years; or.
- (j) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire Works or any portion thereof without the prior written approval of the Accepting Authority;

the Accepting Authority may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the Company by written notice cancel the contract as a whole or only such items of work in default from the Contract.

41.1 The Accepting Authority shall on such cancellation have powers to:

- (a) take possession of the Site and any materials, constructional plant, implements, stores, etc., thereon; and/or
- (b) carry out the incomplete work by any means at the risk and cost of the Contractor.

41.2 On cancellation of the Contract in full or in part the Accepting Authority shall determine what amount, if any, is recoverable from the Contractor for completion of Works or part of the Works or in case the Works or part of the Works is not completed, the loss or damage suffered by the Company. In determining the amount, credit shall be given to the Contractor for the value of the work executed by him up to the time of cancellation, the value of Contractor's material taken over and incorporated in the work, and use of tackle and machinery belonging to the Contractor.

41.3 Any excess expenditure incurred or to be incurred by the Company in completing the Works or part of the Works or the excess loss or damages suffered or may be suffered by the Company as aforesaid after allowing such credit shall be recovered from any money due to the Contractor on any account, and if such money are not sufficient the Contractor shall be called upon in writing to pay the same within 30 days.

41.4 If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.

- 41.5 Any sums in excess of the amounts due to the Company and unsold materials constructional plant, etc., shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by the Company of the Works or part of the Works is less than the amount which the Contractor would have been paid had he completed the Works or part of the Works, such benefit shall not accrue to the Contractor.

Liability for Damage, Defects or Imperfections and Rectification thereof:

42. If the Contractor or his workman or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence, etc. 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 the Contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Engineer-in-Charge or his Representative at any time during construction or re-construction or prior to the expiration of the Defects Liability Period, that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults have appeared in the work arising out of defective or improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, forthwith rectify or remove and re-construct the work so specified in whole or in part, as the case may require or as the case may be, and/or remove the materials or articles so specified and provide other proper and suitable materials or articles at his own expense, notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to be specified by the Engineer-in-Charge in his notice aforesaid, the Engineer-in-Charge may rectify or remove and re-execute the work and/or remove and replace with others the materials or articles complained of, as the case may be, by other means at the risk and expense of the Contractor.
- 42.1 In case of repairs and maintenance works, splashes and droppings from whitewashing, printing, etc., shall be removed and surfaces cleaned simultaneously with completion of these items of work in individual rooms, quarters or premises, etc., where the work is done, without waiting for completion of all other items of work in the Contract. In case the Contractor fails to comply with the requirements of this condition, the Engineer-in-Charge shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the Engineer-in-Charge shall give three days notice in writing to the Contractor.

Urgent Works:

43. If any Urgent Work (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary and the Contractor is unable or unwilling at once to carry it out, the Engineer-in-Charge may by his own or other work people, carry it out as he may consider necessary. If the urgent work shall be such as the Contractor is liable under the Contract to carry out at his expenses all expenses incurred on it by the Company shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

Changes in Constitution:

44. Where the Contractor is a partnership firm, prior approval in writing of the Accepting Authority shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu Undivided Family business concern such approval as aforesaid shall

likewise be obtained before the Contractor enters into any partnership firm which would have the right to carry out the work hereby undertaken by the Contractor. If prior approval as aforesaid is not obtained the Contract shall be deemed to have been assigned in contravention of Condition 41 (i) hereof and the same action may be taken and the same consequences shall ensue as provided for in the said Condition 41.

Training of Apprentices:

45. The Contractor shall during the currency of the Contract when called upon by the Engineer-in-Charge engage and also ensure engagement by sub-contractors and other employed by the Contractor in connection with the Works, such number of Apprentices in the categories mentioned in Schedule A and for such periods as may be required by the Engineer-in-Charge. The Contractor shall train them as required under the Apprentices act, 1961 and shall be responsible for all obligations of the employer under the Act including the liability to make payment to Apprentices as required under the Act.

Supply of Unfiltered Water for Construction Purposes Only:

46. (a) “Contractor has to make his own arrangement for water required for the work and nothing extra shall be paid for the same. He should make satisfactory arrangements for storage of sufficient quantity of water required at least for the days work.

In case NSPCL makes arrangements for supply of unfiltered water for construction purpose only, under clause 46 of the GCC, NSPCL shall avail a discount of 1 (ONE) % of the value of work done from the date the construction water is supplied.

- (b) The NSPCL do not guarantee the maintenance of uninterrupted supply of water and in case of any interruptions of such supply of water the Contractor shall be responsible for making at his own cost alternative arrangements for water. The Engineer-in-Charge also reserves the right to limit the quantity of water to be allowed to be drawn by the Contractor.
- (c) No claim for damages will be entertained by the NSPCL on account of interruption of water supply or limitation of quantity of water as aforesaid or on account of the water so supplied being not fit for construction purposes or on any other account in connection with such water supply.
- (d) It will be the responsibility of the Contractor to satisfy himself that the water drawn by him is fit for construction and to adequately treat such water at his cost when it is not found fit for the said purposes.
- (e) Where the Contractor makes his own arrangements for water required for the work, nothing extra shall be paid for the same. He should make arrangements for storage of sufficient quantity of water required at least for a day’s work.

Land For Contractor’s Office, Store, Workshop etc.

47. (a) The Engineer-in-Charge shall at his discretion and for the duration of execution of the Contract make available at site, free of charge land for construction of contractor’s field office, workshop, stores, magazines for explosives in isolated locations, assembling yard, etc., required for execution of the contract. Levelling and dressing of site, any

construction of temporary roads, offices, workshops, etc., as per plan approved by the Engineer-in-Charge shall be done by the Contractor at his own cost.

- (b) On completion of work the Contractor shall handover the land duly cleaned to the Engineer-in-Charge. Until and unless the Contractor has handed over the vacant possession of land allotted to him for the above purpose, the payment of his final bill shall not be made. The Contractor shall be made liable to pay for the use and occupation at the rate to be determined by the Engineer-in-Charge if the Contractor overstays in the land after the contract is completed.

Power Supply:

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- (a) Engineer-in-Charge will provide without charge electricity consumed at the job site at one point of the distribution system as per requirement as may be decided by the Engineer-in-Charge, electricity furnished will be 440 volts, 3 phase, 50 cycles and 230 Volts, 1 phase 50 cycles. Each Contractor shall provide and install all necessary transformer, switch-gear, wiring, fixtures, bulbs and other temporary equipment for further distribution and utilization of energy for power and lighting and shall remove same on completion of the work should, however, electricity be used in the Contractors labour/staff colony, the power so consumed shall be charged at the prevailing tariff rate of State Electricity Board as prevalent for that area at the time of award of work; the supply may be withdrawn if the power is used for purposes other than for the work of the project and the Contractor shall not be entitled to any claim whatsoever on account of any such action taken by the Engineer-in-Charge.
- (b) The Contractor shall indicate in his proposal his requirements of the above facilities.
- (c) Power shall not be provided by NSPCL for stone crusher if installed by Contractor. However, in case, power is provided by NSPCL (depending on it's feasibility) the same and on terms and conditions to be stipulated by NSPCL, Further the laying of cables etc. shall be Contractor's responsibility at his own cost.
- (d) The contractors shall note that the power supply is subject to availability and no claim on any account for non supply of power shall be entertained by NSPCL.

VALUATION AND PAYMENT

Records and Measurement:

- 49. The Engineer-in-Charge shall accept as otherwise stated ascertain and determine by measurement the value in accordance with the contract work done in accordance therewith.
- 49.1 All items having a financial value shall be entered in Measurement Book, level book, etc, prescribed by the Company so that a complete record is obtained of all work performed under the Contract.
- 49.2 Measurements shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the Contractor or his authorized representative.

- 49.3 Before taking measurements of any work the Engineer-in-Charge or the person deputed by him for the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorized representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of measurement, then in any such event measurements taken by the Engineer-in-Charge or by the person deputed by him shall be taken to be correct measurements of the work.
- 49.4 The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurements.
- 49.5 Measurements shall be signed and dated by both parties each day on the Site on completion of measurement. If the Contractor objects to any of the measurements recorded on behalf of the Company a note to that effect shall be made in the Measurement Book against the item objected to and such note shall be signed and dated by both parties engaged in taking the measurement. The decision of the Accepting Authority on any such dispute or difference or interpretation shall be final and binding on both the parties and shall be beyond the scope of the settlement of disputes by Arbitrations in respect of all contract items, substituted items, extra items and deviations.

Methods of Measurement:

50. Except where any general or detailed description of the work in Quantities expressly shows to the contrary, Schedule of Quantities/items shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates / Specification notwithstanding any provision in the relevant standard Method of Measurement or any general or local custom. In the case of items which are not covered by the Schedule of Rates / Specification, measurements shall be taken in accordance with the relevant Standard Method of Measurement issued by the Indian Standard Institution.

Payment On Account:

51. Interim bills shall be submitted by the Contractor at intervals mentioned in Schedule A on or before the date fixed by the Engineer-in-Charge for the work executed. The Engineer-in-Charge shall then arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work.
- 51.1 Payment on account for amount admissible shall be made on the Engineer-in-Charge certifying the sum to which the Contractor is considered entitled by way of interim payment for the following:
- (a) all work executed, after deducting there from the amounts already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the Contract;
 - (b) 75% of the cost, as assessed by the Engineer-in-Charge or 75% of the material component of the item rate or 75% of the item rate whichever is lowest for any materials which are in the opinion of the Engineer-in-Charge reasonably required in accordance with the contract & have been brought to site for inCompany in the works and are safe guarded against loss due to any cause whatsoever to the satisfaction of the Engineer-in-Charge but have not been so incorporated provided the Contractor provides and insurance cover for the full cost of perishable materials.

For the purpose of this clause the material component is defined as follows: “The sum total of all the percentages for various factors stipulated in price adjustment clause except the percentage stipulated for the labour component.”

- 51.2 The advance payments under (b) above shall be adjusted as and when materials are utilized in the Works.
- 51.3 Payment of the Contractor’s bills shall be paid by the Company within 21 days from the date of submission of the bill subject to the acceptance of the Engineer-in-Charge.
- 51.4 Any interim certificate given relating to work done or materials delivered, may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate of the Engineer-in-Charge supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract.
- 51.5 Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided.

Time Limit for Payment of Final Bill:

52. The final bill shall be submitted by the Contractor within three months of physical completion of the Works. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates as approved by Engineer-in-Charge, shall be made within the period specified hereunder, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge :

- | | | |
|-----|---|-------------|
| (a) | Contract amount not exceeding Rs. 5 lakhs | Four Months |
| (b) | Contract amount exceeding Rs. 5 lakhs | Six Months. |

- 52.1 After payment of the amount of the final bill payable as aforesaid has been made, the Contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the Contract.
53. The quoted price shall remain firm during the currency of contract.

Loans:

54. “Loans will, subject to availability of funds and if required by the Contractor be given as under within six weeks of submission of application by him subject to other conditions being fulfilled and the Engineer-in-Charge certifying the sum to which the contractor is entitled by way of loan”.
- A. Mobilisation Advance:
- (1) A lumpsum mobilization advance not exceeding 2% of the contract value as awarded shall be paid to the Contractor at the rate of interest mentioned in Schedule-A of General Conditions of Contract subject to fulfillment of the following conditions
- (a) Unconditional acceptance of Letter of Award.

(b) Acceptance and Finalisation of detailed work schedule and finalization of equipment mobilization schedule.

(c) Submission of an irrevocable Bank Guarantee for the amount of advance in accordance with the provisions of the General Conditions of Contract. Such Bank Guarantee shall be sent by the Owner to the issuing bank for verification and the advance shall be release only after the Bank Guarantee is duly verified by the issuing bank.

(d) Finalisation of Quality Assurance Programme in accordance with Clause 11. of the Special Conditions of Contract.

(e) Submission of an unconditional, irrevocable bank guarantee for Rs./- against initial Security Deposit from any Nationalised bank in the Proforma of bank guarantee attached to General Conditions of Contract for Civil Works or Crossed Demand Draft for Rs./- drawn in favour of NSPCL, payable at 'Bhilai towards initial Security Deposit.

Part II: 2% on fulfillment of following conditions:

- (a) Establishment of site office.
- (b) Mobilisation of plant & machinery equipment specifically identified in Letter of Award of the contract for releasing this advance.
- (c) Entering into a contract agreement with NSPCL.
- B. For new plant and equipments specifically acquired for the work and brought to site at 75% of the purchase price of the new plant and equipments against production of documents in support thereof and subject to the condition that the Engineer-in-Charge considers the price reasonable and that such plant and equipment are necessary for the works and not in excess of requirements and are hypothetic Ted favour of the Company in the form required by the Company, interest or sum outstanding shall be levied at the percentage mentioned in Schedule-'A' Loan against plant and equipment shall no case exceed 6% of the contract value as awarded. Provided that if a request for loan is made by the contractor against both the aforementioned provisions of the condition, viz. A and B the total sum be given as loan shall not exceed 8% of the contract sum.

54.1 Recovery of the sums loaned against (a) and (b) above and of interest thereon shall be made by deduction from the on account payments referred to Condition 51 and as mentioned in Schedule 'A' in suitable percentages in relation to the progress, as fixed by the Engineer-in-Charge, so that all the sums loaned with interest thereon shall be fully recovered by the time work amounting to nearly 80% of the Contract Sum is completed. If the amount payable under any interim bill is not sufficient to cover all deductions to be made for sums loaned and other sums deductible there from, the balance outstanding shall be deducted from subsequent interim bill/bills, as may be necessary, failing that, as otherwise provided for in the Contract.

54.2 If for any reason, except a default of the Contractor, the work under the Contract is suspended or is to be suspended for more/than 15 days, the Contractor shall be at liberty to remove the plant and equipment or any part thereof hypothecated to the Company under clause 54(a) above to any other works site of the Contractor for carrying on his other Works, on his furnishing prior to such

removal a bank guarantee acceptable to the Company for the amount of the outstanding loan granted under clause 54(a) above with interest and undertaking to bring back to the Site, before expiry or the period of suspension, the Plant and Equipment as may be necessary for completion of the Works. If such Plant and Equipment are not brought back, the Contractor shall forthwith repay the amount of the loan outstanding with interest.

Overpayments and Underpayments:

- 55 Wherever any claim for the payment of a sum of money to the Company arises out of or under this Contract against the Contractor the same may be deducted by the Company from any sum then due or which at any time thereafter may become due to the Contractor under this Contract and failing that under any other Contract with the Company or from any other sum due to the Contractor from the Company which may be available with the Company or from his security deposit or he shall pay the claim or demand.
- 55.1 The Company reserve the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. the Company further reserve the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under Condition 56 of this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 55.2 If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Company from the Contractor by any or all of the methods prescribed above if any underpayment is discovered, the amount shall be duly paid to the Contractor by the Company.
- 55.3 Provided that the aforesaid right of the Company to adjust overpayments against amounts due to the Contractor under any other Contract with the Company shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.
- 55.4 Any amount due to the Contractor under this Contract for underpayment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the Contractor, from him to the Company on any other Contract or account whatsoever.

ARBITRATION AND LAWS

Arbitration:

56. Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instruction herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution of failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the General Manager of NSPCL, and if the General Manager is unable or unwilling to act, to the sole arbitration of some other person appointed by the Chairman and Chairman,

NSPCL willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of NSPCL and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason as aforesaid at the time of such transfer, vacation of office or inability to act, Chairman and Chairman, NSPCL shall appoint another person to act as arbitrator in accordance with the terms of the Contract. It is also a term of this Contract that no person other than a person appointed by C.M.D NSPCL., as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all.

Subject as aforesaid the provision of the Arbitration and reconciliation act, 1996, or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing. The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.

The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

The cost of arbitration shall be borne by the parties to the dispute, as may be decided by the arbitrator(s).

In the event of disputes of differences arising between one public sector enterprise and a Govt. department or between two public sector enterprises the above stipulations shall not apply, the provisions of B.P.E. office memorandum No. BPE/GL-001/76/MAN/2[110-75-BPE(GMI-1)] dated 1st January 1976 or its amendments for arbitration shall be applicable.

Laws governing the Contract:

57. This contract shall be governed by the Indian Laws for the time being in Force and District Court Durg alone shall have the exclusive Jurisdiction in all matters arising under the contract’.

58. On absence of any technical specifications, relevant CPWD specification will be followed for scheduled items and for non-scheduled items, specifications of nearest CPWD item, BIS code / direction of Engineer In Charge.

CONTRACTORS' LABOUR REGULATIONS

(See conditions 16)

Definition:

1. In these regulations, unless otherwise expressed or indicated, the following words and expression shall have the meaning hereby assigned to them:
 - (a) "Labour" means workers employed by a contractor directly, or indirectly through a sub-contractor, or by an agent on his behalf on a payment not exceeding Rs. 1000/- per month.
 - (b) "Fair Wage" means wages, which shall include wages for weekly day of rest and other allowances, whether for time or piece work, after taking into consideration prevailing market rates for similar employments in the neighborhood but shall not be less than the minimum rates of wages fixed under the payment of Minimum Wages act.
 - (c) "Contractor" for the purpose of these regulations shall include an agent or sub-contractor employing labour on the work taken on contract.
 - (d) "Inspecting Officer" means any Labour Enforcement Officer, or Assistant Labour Commissioner of the Chief Labour Commissioner's Organisation.
 - (e) "Form" means a form appended to these Regulations.

Notice of Commencement:

2. The Contractor shall, within SEVEN days of commencement of the work, furnish in writing to the inspecting Officer of the area concerned the following information:
 - (a) Name and situation of the work.
 - (b) Contractor's name and address.
 - (c) Particulars of the Department for which the work is undertaken.
 - (d) Name and address of sub-contractors as and when they are appointed.
 - (e) Commencement and probable duration of the work.
 - (f) Number of workers employed and likely to be employed.
 - (g) 'fair wages' for different categories of workers
3. **Number of hours of work which shall constitute a normal working day:**

- (i) The number of hours which shall constitute a normal working day for an adult shall be NINE hours. The working day of an adult worker shall be so arranged that inclusive of intervals, if any, for rest it shall not spread over more than twelve hours on any day, when an adult workers is made to work for more than NINE hours on any day or for more than FORTY EIGHT hours in any week he shall, in respect of overtime work, be paid wages at double the ordinary rate of wages.

Weekly day of rest:

- (ii) Every worker shall be given a weekly day of rest which shall be fixed and notified at least TEN days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substituted rest day, on one of the five days immediately before or after the rest day. Provided that no substitution shall be made which will result in the worker working for more than ten days consecutively without a rest day for a whole day.

Where in accordance with the foregoing provisions a worker works on the rest day and has been given a substituted rest day he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.

NOTE: the expression ordinary rate of wages' means the fair wage the worker is entitled to.

Display of notice regarding Wages, Weekly Day of Rest etc.:

4. 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 works, notice in English and in the local Indian Language, spoken by majority of workers, giving the rate of fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and name and address of the Inspecting Officer. The Contractor shall send a copy each of such notices to the Inspecting Officers.

Fixation of Wage Periods:

5. The Contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall normally exceed one week.

Payment of Wages:

- 6.
- (i) Wages due to every worker shall be paid to him direct. All wages shall be paid in current coins or currency or in both.
- (ii) Wages of every worker employed on the contract shall be paid where the wage period is one week, within THREE days from the end of the Wage period; and in any other case before the expiry of the 7th day or 10th day from the end of the wage period according as the number of workers does not exceed 1,000 or exceeds 1,000.
- (iii) When employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before expiry of the day succeeding the one on which his employment is terminated.

- (iv) Payment of wages shall be made at the work site on a working day except when the work is completed before expiry of the wage period, in which case final payment shall be made at the work site within 48 hours of the last working day and during normal time.

Note : The term “working day” means a day on which the work on which labour is employed, is in progress.

Register of Workmen:

7. A register of workmen shall be maintained in the Form appended to these regulations and kept at the work site or as near to it as possible and the relevant particulars of every workman shall be entered therein within THREE days of his employment.

Employment Card:

8. The contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker already has any such card with him issued by the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment the Employment Card shall again be endorsed by the Contractor and returned to the worker.

Register of wages etc:

9. (i) A Register of Wages-Cum-Muster Roll in the Form appended to these regulations shall be maintained and kept at the work site or as near to it as possible.
- (ii) A wage slip in the Form appended to these regulations shall be issued to every worker employed by the Contractor at least a day prior to disbursement of wages.

Fines and deductions which may be made from Wages:

10. (i) Wages of a worker shall be paid to him without any deductions of any kind except the following:
- (a) fines;
 - (b) deduction for absence from duty; i.e. from the place of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent;
 - (c) deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money which he is required to account for, where such damage or loss is directly attributable to his neglect or default;
 - (d) deduction for recovery of advance or for adjustment of over payment of wages, advances granted shall be entered in a register; and
 - (e) any other deduction which the Company may from time to time allows.
- (ii) No fines shall be imposed on any worker say in respect of such acts and omissions on his part as have been approved by the Chief Labour Commissioner.

- (iii) No fine shall be imposed on a worker and no deductions 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.
- (iv) The total amount of fines 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 wages payable to him in respect of that wage period.
- (v) No fine imposed on a worker shall be recovered from him in installments; or after expiry of sixty days from the date on which it was imposed. Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.
- (vi) The contractor shall maintain both in English and the local Indian language a list, approved by the Chief Labour Commissioner, clearly stating the acts and omissions for which penalty or fine may be imposed on a workman and display it in good condition in a conspicuous place on the work site.
- (vii) The contractor shall maintain a register of fines and the register of deductions for damage or loss in the Forms appended to these regulations which should be kept at the place of work.

Register of Accidents:

11. 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 labourers 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 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.

Preservation of Registers:

- 12. The Register of workmen and the Register of wages-cum-Muster Roll required to be maintained under these Regulations shall be preserved for 3 years after the date on which the last entry is made therein.\

Enforcement

- 13. The Inspecting Officer shall either on his own motion or on a complaint received by him carry out investigations, and send a report to the Engineer-in-Charge specifying the amounts representing Workers' dues and amount of penalty to be imposed on the Contractor for breach of these Regulations, that have to be recovered from the Contractor, indicating full details of the recoveries proposed and the reasons therefore. It shall be obligatory on the part of the Engineer-in-Charge on receipt of such a report to deduct such amounts from payments due to the Contractor.

Disposal of amounts recovered from the Contractor

- 14. The Engineer-in-Charge shall arrange payment to workers concerned within FORTY FIVE days from receipt of a report from the Inspecting Officer except in cases where the Contractor had made an appeal under Regulation 16 of these Regulations. In cases where there is an appeal, payment of workers dues would be arranged by the Engineer-in-Charge, wherever such payments arise, within THIRTY days from the date of receipt of the decision of the Regional Labour Commissioner (R.L.C.)

Welfare Fund

- 15. All moneys that are recovered by the Engineer-in-Charge by way of workers dues which could not be disbursed to workers within the time limit prescribed above, due to reasons such as whereabouts of workers not being known, death of a workers, etc. and also amounts recovered as penalty, shall be credited to a Fund to be kept under the custody of the Company for such benefit and welfare of workmen employed by Contractors.

Appeal against decision of Inspecting Officer

- 16. Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision to the Regional Labour Commissioner concerned within THIRTY days from the date of the decision, forwarding simultaneously a copy of his appeal to the Engineer-in-Charge. The decision of the Regional Labour Commissioner shall be final and binding upon the Contractor and the workmen.

Representation of parties

- 17.
 - (i) A workman shall be entitled to be represented in any investigation or enquiry under these Regulations by an officer of a registered trade union of which he is a member or by an

officer of a Federation of Trade Unions to which the said trade union is affiliated or where the workman is not a member of any registered trade union by an officer of a registered trade, connected with, or by any other workman employed in, the industry in which the worker is employed.

- (ii) A contractor shall be entitled to be represented in any investigation or enquiry under these regulations by an officer of an association of contractors of which he is a member or by an officer of a Federation of association of contractors to which the said association is affiliated or where the contractor is not a member of any association of contractors, by an officer of association of employers, connected with, or by any other employer engaged in, the industry in which the contractor is engaged.
- (iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these Regulations.

Inspection of Books and other Documents

- 18. The Contractor shall allow inspection of the Register and other documents prescribed under these Regulations by Inspecting Officer and the Engineer-in-Charge or his authorized representative at any time and by the worker or his agent on receipt of due notice at a convenient time.

Interpretation etc

- 19. On any question as to the application interpretation or effect of these Regulations, the decision of the Chief Labour Commissioner or Deputy Chief Labour Commissioner (Central) shall be final and binding.

Amendments

- 20. Central Government may, from time to time, add to or amend these regulation and issue such directions as it may consider necessary for the proper implementation of these Regulations or for the purpose of removing any difficulty which may arise in the administration thereof.

REGISTER OF WORKMEN
(Regulation 7)

Name and address of the Contractor

Number and date of the Contract

Name and address of the Department awarding the contract

Nature of the Contract and location of the work

Duration of the Contract

Sl. No.	Name and surname of the workers	Age & Sex	Father's/Husband's name	Nature of employment Designation	Permanent/Home Address or Employee (Village, Dist. Thana)	Present Address	Date of Commencement of employment	Date of termination or leaving of employment	Signature or thumb impression of the employee	Remarks,
1	2	3	4	5	6	7	8	9	10	11

EMPLOYMENT CARD

(Regulation 8)

- (i) Name and Sec of the Worker
- (ii) Father's/Husband's Name
- (iii) Address
- (iv) Age or Date of Birth
- Identification marks

Particulars of next of kin (wife husband and children if any or of dependent next of kin in case the worker has no wife husband or child) :

Name

Full Address of Dependents
(Specify Village Dist and State)

Sl.No.	Name and Address of employer (Specify whether a contractor or a sub contractor)	Particulars of location of work site and description of work done	Total period for which the worker is employed (from to	Actual number of days worked	Leave taken (No of days should be specified)	Nature of work done by the worker	Wage Period	Wage rate with particulars of unit in case of piece work 1	Total wages earned by the worker during the period shown under col. 5	Remarks	Signature of the employer
1	2	3	4	5	6	7	8	9	10	11	12

N.B.: For a worker employed at one time on piece work basis and at another on daily wages, relevant entries in respect of each type of employment should be made separately.

**REGISTER OF WAGES-CUM-MUSTER ROLL
(Regulation 8)**

- (i) Name and address of the Contractor
- (ii) No. & date of the Contract
- (iii) Name and address of the department awarding the contract
- (iv) Nature of the Contract and location of the work
- (v) Duration of the Contract
- (vi) Wage Period

Sl. No.	Name and Surname of the worker	Father's / Husbands Name	Sex	Designation/Nature of work	Daily attendance (No of units worked (1,2,3,4,5,6,7))	Fair wages payable			Wages Paid			Overtime worked			Deduction from wages					Net wages payable	Date of payment	Signature of thumb impression of worker	Remarks		
						Total attendance units	Basic	D.A. & other allowance	Basic	D.A. & Other allowance	Date	No. of hrs.	Overtime wages earned	Total wages paid	Fine	Deduction for damage or loss	House rent	Recovery of advances	Other deductions						
1					6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24		

Reasons to be recorded in col. 24

**REGISTER OF FINES
(Regulation 10 (VII))**

Sl.No.	Name	Father's Husband's Name	Sex	Department	Nature and date of the offence for which fine imposed	Whether workman showed cause against fine or not, if so, enter date	Rate of wages	Date & amount of fine imposed	Date on which fine realized	Remarks
1	2	3	4	5	6	7	8	9	10	11

**REGISTER OF DEDUCTIONS FOR DAMAGES OR LOSS CAUSED TO THE COMPANY BY THE NEGLIGENCE OR DEFAULT OF THE EMPLOYED PERSONS
(Regulation 10 (VII))**

Sl.No.	Name	Father's Husband's Name	Sex	Department	Damage or loss caused with date	Whether worker showed cause against deduction, if so, enter date	Date & amount of deduction	Number of installment, if any.	Date on which total amount realized	Remarks
1	2	3	4	5	6	7	8	9	10	11

**WAGE SLIP
(Regulation 9)**

- (i) Name of the Contractor
- (ii) Place

-
1. Name of the Workers with father's / husband's name
 2. Nature of Employment
 3. Wage Period
 4. Rate of Wages Payable
 5. Total attendance / Unit of work done
 6. Dates on which overtime worked
 7. Overtime Wages
 8. Gross Wages Payable
 9. Total Deductions (indicating nature of deductions)
 10. Net Wages Payable.

Contractor's Signature/
Thumb Impression

Employees' Signature /
Thumb Impression

MODEL RULES FOR LABOUR WELFARE
(See Condition 16)

Definitions:

1.
 - (a) 'Workplace' means a place at which, on an average, twenty or more workers are employed.
 - (b) 'Large Workplace' means a place at which, on an average, 500 or more workers are employed.

First Aid :

2. At every workplace, there shall be maintained in readily accessible place first aid appliances including an adequate supply of sterilized dressings and sterilized cotton wool as prescribed in the Factory Rules of the State in which the work is carried on. The appliances shall be kept in good order and, in large work-places; they shall be placed under the charge of a responsible person who shall be readily available during working hours.

At large workplaces, where hospital facilities are not available within easy distance of the Works First Aid Posts shall be established and be run by a trained compounder.

Where large workplaces are remotely situated and far away from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees.

Where large workplaces are situated in cities, towns or in their suburbs and no beds are considered necessary owing to proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to these hospitals. At other workplaces, some conveyance facilities shall be kept readily available to take injured person or persons suddenly taken seriously ill, to the nearest hospital.

At large workplaces there shall be provided and maintained an ambulance room of the prescribed sizes, containing the prescribed equipment and in the charge of such medical and nursing staff as may be prescribed. For this purpose the relevant provisions of the Factory Rules of the State Government of the area where the work is carried on may be taken as the prescribed standard.

Accommodation for Labour:

3. The Contractor shall during the progress of the Works provide, erect and maintain necessary temporary living accommodation and ancillary facilities for labour at his own expense and to standards and scales as approved by the Engineer-in-Charge.

Drinking Water:

4. In every workplace, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit in drinking.

Where drinking water is obtained from an intermittent public water supply each workplace shall be provided with storage where drinking water shall be stored.

Every water supply storage shall be at a distance of not less than 15 meters from any latrine, 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 waterproof.

A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for clearing or inspection which shall be done at least once a month.

Washing and Bathing Places:

5. Adequate washing and bathing places shall be provided separately for men and women. Such places shall be kept in clean and drained condition.

Scale of Accommodation in Latrines and Urinals:

6. There shall be provided within the precincts of every workplace latrines and urinals in an accessible place, and the accommodation, separately for each of these, shall not be less than at the following scales :-

	No. of Seats
(a) Where number of persons does not exceed 50.	2
(b) Where number of persons exceeds 50 but does not exceed 100.	3
(c) For additional persons	3
	Per 100 or part thereof

In particular cases, the Engineer-in-Charge shall have the power to increase the requirement, where necessary.

Latrines and Urinals:

7. Except in workplaces provided with water flushed latrines connected with a water-borne sewage system, all latrines shall be provided with receptacles on dry-earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. Receptacles shall be tarred inside and outside at least once a year.

If women are employed, separate latrine and urinals, screened from those for men and marked in the vernacular in conspicuous letters "For women only" shall be provided on the scale laid

down in rule 6. Those for men shall be similarly marked “For Men Only” A poster showing the figure of a man and of a woman shall also be exhibited at the entrance to latrines for each sex. There shall be adequate supply of water close to latrines and urinals.

Construction of Latrines:

8. Inside walls shall be constructed of masonry or other non-absorbent materials and shall be cement-washed inside and outside at least once a year. The dates of cement washing shall be noted in a register maintained for the purpose and kept available for inspection. Latrines shall have at least thatched roof.

Disposal of Excreta:

9. Unless otherwise arranged for by the local sanitary authority, arrangement for proper disposal of excreta by incineration at the workplace shall be made by means of a suitable incinerator approved by the local medical, health and municipal or cantonment authorities. Alternatively excreta may be disposed off by putting a layer of night soils at the bottom of pucca tank prepared for the purpose and covering it with a layer of earth for a fortnight (When it will turn into manure).

The Contractor shall, at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of soil and other conservancy work in respect of Contractor’s work, people or employees on the Site. The Contractor shall be responsible for payment of any charges which may be levied by municipal or cantonment authority for execution of such work on his behalf.

Provision of shelters during rest:

10. At every workplace there shall be provided, free of cost, four suitable sheds, two for meals and two others for rest, separately for use of men and women Labour. Height of each shelter shall not be less than 3 meters from floor-level to lowest part of roof. Sheds shall be kept clean and the space provided shall be on the basis of at least 0.5 sq.m. per head.

Creches:

11. At a place at which 20 or more women workers are ordinarily employed, there shall be provided at least one hut for use of children under the age of 6 years belonging to such women. Huts shall not be constructed to a standard lower than that of thatched roof, mud floor and wall with wooden planks spread over mud floor and covered with matting.

Huts shall be provided with suitable and sufficient openings, for light and ventilation. There shall be adequate provision of sweepers to keep the places clean. There shall be two dais in attendance. Sanitary utensils shall be provided to the satisfaction of local medical, health and municipal or cantonment authorities. Use of huts shall be restricted to children, their attendants and mothers of children.

Where the number of women workers is more than 25 but less than 50, the Contractor shall provide at least one hut and one Dai to look after children of women workers.

Size of crèche(s) shall vary according to the number of women workers employed.

Creche(s) shall be properly maintained and necessary equipment like toys, etc. provided.

Canteen:

12. A cooked food canteen on a moderate scale shall be provided for the benefit of workers wherever it is considered necessary.
13. Planning, setting and erection of the above mentioned structures shall be approved by the Engineer-in-Charge, and the whole of such temporary accommodation shall at all times during the progress of the works be kept tidy and in a clean and sanitary condition to the satisfaction of the Engineer-in-Charge and at the Contractor's expense. The Contractor shall conform generally to sanitary requirements of local medical, health and municipal or cantonment authorities and at all times adopt such precautions as may be necessary to prevent soil pollution of the Site.

On completion of the Works the whole of such temporary structures shall be cleared away., all rubbish burnt, excreta or other disposal pits or trenches filled in and effectively sealed off and the whole site left clean and tidy to the entire satisfaction of the Engineer-in-Charge and at the Contractor's expense.

Anti-malarial precautions

- 14 the Contractor shall, at his own expense, conform to all anti-malarial instructions given to him by the Engineer-in-Charge, including filling up any borrow pits which may have been dug by him.

Enforcement:

15. the inspecting officer mentioned in the Contractors Labour Regulations or any other officer nominated in his behalf by the Engineer-in-Charge shall report to the Engineer-in-Charge all cases of failure on the part of the Contractor and or his sub-contractors to comply with the provisions of these Rule either wholly or in part and the Engineer-in-Charge shall impose such fines and other penalties as are prescribed in the conditions.

Interpretations etc:

16. On any question as to the application, interpretation or effect of these Rules, the decision of the Chief Labour Commissioner or Deputy Chief Labour Commissioner (Central) shall be final and binding.

Amendments:

17. Government may, from time to time, add to or amend these Rules and issue such directions as it may consider necessary for the proper implementation of these Rules or for the purpose of removing any difficulty which may arise in the administration thereof.

* * *

SAFETY CODE
(See condition 16)

1. Suitable scaffolds shall be provided for workmen for all work 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 max door shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds 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. Scaffolding or staging more than 3.25 meters above the ground or floor, swing or suspended from an overhead support or erected with stationary support, shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings 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. Working platform, gangways, and stairways shall be so constructed that they do not sag unduly or unequally, and if a height of a platform or gangway or stairway is more than 3.25 meters above ground level or floor level, it shall be closely boarded, have adequate width and be suitably fenced as described in 2 above.
4. Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 meter.
5. 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 9 meters in length. Width between side rails in a rung ladder shall in no case be less than 30 cm for ladders up to and including 3 meters in length. For longer ladders this width shall be increased at least 6 mm for each additional 30 cm of length. Uniform step spacing shall not exceed 30 cm.

Adequate precautions shall be taken to prevent danger from electrical equipment. No material on any of the Sites 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 public from accidents and shall be bound to bear expenses of defense of every suit action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any 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.

6. Excavation and Trenching : All trenches, 1.5 meters or more in depth, shall at all times be supplied with at least one ladder for each 20 meters in length or fraction thereof. Ladder shall be extended from bottom of trench to at least 1 meters above surface of the ground. Sides of a trench which is 1.5 meters 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 collapsing. Excavated material shall not be placed within 1.5 meters of edge of trench or half or depth of trench, whichever is more. Cutting shall be done from top to bottom. Under no circumstances shall undermining or undercutting be done.

Demolition:

7. Before any demolition work is commenced and also during the process of the work :-
 - (a) All roads and open areas adjacent to the work Site shall either be closed or suitable protected;
 - (b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by operator shall remain electrically charged;
 - (c) All practical steps shall be taken to prevent danger to persons employed, from risk or fire or explosion, or flooding. No floor, roof, or other part of a building shall be so overloaded with debris or materials as to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use; and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.
 - (a) Workers employed on mixing aspartic materials cement and lime mortars/concrete shall be provided with protective footwear and protective goggles.
 - (b) Those engaged in handling any material which is injurious to eyes shall be provided with protective goggles.
 - (c) those engaged in welding works shall be provided with welder's protective eye-shields.
 - (d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - (e) When workers are employed in sewers and manholes, which are in use the Contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.
 - (f) The Contractor shall not employ men below the age of 18 and women on the work of painting with products containing lead in any form. Whenever men above the age of

18 are employed on the work of lead painting, the following precautions shall be taken :

- (i) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
- (ii) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
- (iii) Overalls shall be supplied by the Contractor to workmen and adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

9. When work is done near any place where there is risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

10. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following :-

- (a)
 - (i) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order and properly maintained.
 - (ii) 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.
- (b) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffold or give signals to operator.
- (c) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of a hoisting machine 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 of any geared referred to above in the paragraph shall be loaded beyond safe working load except for the purpose of testing.
- (d) In case of a Company's machine, safe working load shall be notified by the Engineer-in-Charge. As regards Contractor's machines the Contractor shall notify safe working load of each machine to Engineer-in-Charge whenever he brings it to Site to work and get it verified by the Engineer-in-Charge.

11. Motors gearing, transmission, electric wiring and other dangerous parts of hoisting appliance shall be provided with efficient safeguards; hoisting appliances shall be provided with such means as will reduce to the minimum risk of accidental descent of load. Adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, working apparel such as gloves, sleeves and boots, as may be necessary, shall be provided. Workers shall not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.
12. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use Adequate washing facilities shall be provided at or near places of work.
13. These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work Spot. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the Contractor.
14. To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by The Engineer-in-Charge or his representatives and the Inspecting Officers as defined in the Contractor's Labour Regulation.
15. Notwithstanding the above conditions 1 to 14, the Contractor is not exempted from the operation of any other Act or Rule in force.

* * *

TENDER
NSPCL Limited
Expansion site Near Purena Village, Bhilai (East)
Distt.: Durg (C.G.)-490021
(Hereinafter referred to as the Company)

I/We have read and examined the following documents relating

To

Name of the work:

- (a) Notice inviting tender.
- (b) Schedules A, B & C of General Conditions of Contract for Civil works & schedule of items.
- (c) Technical Specifications
- (d) Drawings
- (e) General Conditions of Contract including Contractors Labour Regulations, Model Rules for Labour Welfare and Safety Code appended to these conditions together with the amendments thereto Nos. 1 to if any.
- (f) Special Conditions of Contracts.
- (g) CPWD-DSR-2002 Schedule of rates (referred to in the General Conditions of Contract as Schedule of Rates) together with Amendment Nos. 1 to

I/We hereby tender for execution of the works referred to in the aforesaid documents upon the terms and conditions, contained or referred to therein and in accordance in all respects with the specifications, designs, drawings and other relevant details at the rates contained in Schedule 'F' and within the period (s) of completion as stipulated in Schedule 'A'

In consideration of I / We being invited to tender, I/We agree to keep the tender open for acceptance for days from the due date of submission thereof and not to make any modifications in its terms and conditions which are not acceptable to the Company.

A sum of Rs..... is hereby forwarded in Cash/Demand Draft payable at New Delhi/Deposit at Call Receipt of State Bank of India or a Nationalized Bank or any Scheduled Bank as earnest money. If I/We fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to the Company, I/We agree that the Company shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money

absolutely. Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.

If, after the tender is accepted, I/We fail to commence the execution of the works as provided in the Conditions, I/We agree the Company shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely.

Signature in the capacity of

Duly authorized to sign the tender on behalf of the (in block capitals)

Dated

Postal Address

Telegraphic Address

Telephone No.

Witness.....

Date

Address

SCHEDULE 'A'

REFERENCE TO GENERAL CONDITIONS OF CONTRACT

Condition No.

- | | | |
|-------|---|---|
| 3 (b) | Accepting Authority | Chairman NSPCL, or his
authorized executive New Delhi |
| 3 (i) | Market Rate-percentage addition to cover
overheads and profit | 10 percent |
| 9.1 | Earnest money/Security deposit - | |
| (a) | Estimated cost of the Works | Rs. _____ Lakh
(Excluding cost of cement &
reinforcement steel which is to be
supplied by NSPCL) |
| (b) | Earnest money
2% of the estimated cost of the works
subject to the maximum of Rs. 50,000/- | Rs. _____ |
| (c) | Security Deposit shall be calculated as under. | |
| (i) | Contract Value up to Rs. 1 Lakh,
10% of Contract Value. | |
| (ii) | Contract Value more than Rs. 1 lakh but not
exceeding Rs. 2 Lakh, 10% on the first
Rs. 1 lakh and 7-1/2% on the balance. | |
| (iii) | Contract Value more than Rs. 2 lakh but not
exceeding Rs. 20 lakhs, 10% on the First Rs. 1 lakh,
7-1/2% on the balance. | |
| (iv) | Contract Value more than Rs. 20 lakh
but not exceeding Rs. 50 lakh, 5% of Contract Value
subject to a minimum of Rs. 107500. | |
| (v) | Contract Value more than Rs. 50 lakh but not exceeding
Rs. 100 lakh, 4% of Contract Value subject to a minimum
Of Rs. 2.5 lakh. | |
| (vi) | Contract Value more than Rs. 100 lakh
but not exceeding Rs. 250 lakh,
3% of Contract Value subject to a
minimum of Rs. 4.0 lakh. | |

(vii) Contract Value more than Rs. 250 lakh but not exceeding Rs. 500 lakh, 2% of Contract Value subject to a minimum of Rs. 7.5 lakh.

(viii) Contract Value more than Rs. 500 lakh, 1% of Contract Value subject to a minimum of Rs. 10.0 lakh

10. (iii) Schedule of Rates applicable

CPWD-DSR-2007

10 (iv) DEVIATION LIMIT FOR ITEMS OF WORK OTHER THAN THOSE BELOW GROUND SURFACE-

10 (vi)A(a) Permissible deviation limit for any contract item, substituted item or contract-cum-substituted item in excess of original value of item

+ 20 %

10(vi)A (b) permissible deviation limit for items of work not already included in the Contract

20 percent

DEVIATION LIMIT FOR ITEM OF WORK BELOW GROUND SURFACE.

10(vi)B permissible deviation limit for an individual trade item.

100 percent

12. Suspension of work.

(b)(ii) Percentage payable to cover Contractor's indirect expenses for suspension exceeding thirty days and not exceeding 3 months.

5 percent.

(c) percentage payable to cover Contractor's indirect expenses for suspension exceeding 3 months.

5 percent

13. Time allowed for execution of work or time Schedule

----- months.

13 (h) Authority competent to decide if "any other cause" of delay is beyond Contractor's control.

G.M. (NSPCL-Bhilai)

16. Distribution return of number and description by trades of workmen employed on Works to be submitted to Engineer-in-Charge.

FORTNIGHTLY

32. Authority competent to reduce compensation amount.

Chairman, NSPCL or his

		authorized	executive
33.	Defects Liability Periods	12 months.	
45.	Training of apprentices	Maximum number to be engaged, as per the Apprentice Act, 1961.	
	Category		
	(a)		
	(b)		
	(c)		
	etc.		
51.	Interim bills.	Monthly	
54.	Loans ---		
	(a) Interest per annum on sum advanced for purchase of plant & equipment	12% (Twelve percent).	
	(b) Ditto as lumpsum advance	12% (Twelve percent	
	Recovery of loans to be effected	Monthly	
56.	Authority for appointing arbitrator.	Chairman, NSPCL	

SCHEDULE 'B'**MATERIAL FOR ISSUE TO THE CONTRACTOR
(See Condition 15)**

Sl No.	Particulars	Rate at which material will be issued		Quantity	Place of Issue
		Unit	Rs.		
1	2	3	4	5	6
1	Cement	MT			Project Stores or nearest Railhead
2	Reinforcing steel				
	(a) Mild Steel upto 12 mm dia (Rounds)	MT			Project Stores or nearest
	(b) Mild Steel Above 12 mm dia (Rounds)	MT			Project Stores or nearest
	(c) Tor Steel of all dia	MT			Project Stores or nearest Railhead
3	Structural Steel (plates and rolled sections only)	MT			Project Stores or nearest Railhead

Signature of issuing Officer

Signature of Contractor

Date

Date

SCHEDULE 'C'

**TOOLS AND PLANT TO BE HIRED TO THE CONTRACTOR
(See Conditions 14 & 34 A)**

Sr. No.	Particulars	Number available	Hire Charges per unit per working day Rs.	Frequency of Maintenance	Value per unit	Place of Issue	Number Reqd. by the Contractor
1	2	3	4	5	6**	7	8*

Tools and Plants are not expected to be hired out to the Contractor, if, however, any tools and plants are available at the time of performing the work the same may be hired out at rates to be decided by the Engineer-in-Charge. The Company reserves the right not to hire out any T & P or withdraw at any time such T & P hired out.

The contractor shall ask the Engineer-in-Charge the value of tools & Plants for which these have to be insured and carry out the insurance accordingly in case insurance not available with NSPCL.

Signature of issuing Officer

Signature of Contractor

Date

Date

* * *

PROFORMA X (A)
PROFORMA BANK GUARANTEE IN LIEU OF CASH DEPOSIT (EMD)
(On non-judicial stamp paper of appropriate value purchased in the name of guarantee issuing bank).

Ref:

Date :.....
Bank Guarantee No:.....

To,
NSPCL-Bhilai

Dear Sir,

In consideration of NSPCL, having its Registered Officer at NSPCL 4th floor NBCC Tower 15 Bhikaji Cama Place, New Delhi-110066 (hereinafter called the "Owner" which expression shall unless repugnant to the subject or context include its successor and assigns) having issued Notice Inviting Tender under Specification No _____ M/s _____ having its registered/Head Office at _____ (hereinafter called the "Tenderer") who wishes to participate in the said tender for _____ an irrevocable and unconditional Bank Guarantee for an amount of Rs. _____ valid up to _____ on behalf of the tenderer in lieu of cash deposit required to be made by the tenderer, as a condition precedent for participation in the said tender.

We, the _____ bank incorporated under _____ law and having one of our branches at _____ and having our Registered Office/Head Office _____ do hereby unconditionally and irrevocably guarantee and undertake to pay to the "Owner" immediately on demand without any demur, reservation, protest, contest and recourse to the extent of the said sum of Rs. _____ (Rupees _____ only). Any such claim/demand made by the said "Owner" on us shall be conclusive and binding on us irrespective of any dispute or difference raised by the tenderer.

This guarantee shall be irrevocable and shall remain valid up to _____ if any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s _____ on whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this day of 20..... at

Witness:

- 1) _____
(Signature)
(Name)
(DESIGNATION WITH BANK STAMP)
- 2) _____
(Attorney as per Power of Attorney)
No.....
Date

Note: The stamp papers of appropriate value shall be purchased in the name of "Bid Guarantee Issuing Bank".

FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

IN INDIVIDUAL CONTRACT

(On Non-Judicial Stamp Paper)

(Condition No.9)

To
NSPCL- Bhilai

1. In consideration of the NSPCL having its registered office at NSPCL 4th floor NBCC Tower 15 Bhikaji cama Place, New Delhi-110066 (hereinafter called the “Company” which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) having agreed under the terms and conditions of the Award Letter bearing No. _____ dated _____ issued by NSPCL, which has been unequivocally accepted by the Contractor M/s _____ of _____ work of _____ (hereinafter called the said Contract) to accept a Deed of guarantee as herein provided for Rs. _____ (Rupees _____ only) from a Nationalised Bank in lieu of the security deposit to be made by the Contractor or in lieu of the deduction to be made from the Contractor’s bills, for the due fulfillment by the said Contractor of the terms and conditions constrained in the said Contract. We, the _____ Bank (hereinafter referred to as “the said Bank” and having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified the Company from time to time to the extent of Rs. _____ (Rupees _____ only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company by reason of any breach or breaches by the said Contractor or any of the terms and conditions contained in the said contract and to unconditionally pay the amount claimed by the Company on demand and without demur to the extent aforesaid.
2. We _____ Bank, further agree that the Company shall be the sole judge of and as to whether the said Contractor has committed any breach or braches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company on account thereof and the decision of the Company that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs charges and expenses caused to or suffered by or that may be caused to or suffered by the Company from time to time shall be final and binding on us.
3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till all the dues of the Company under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or

discharged and till the owner certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this Guarantee subject, however, that the Company shall have no claim under the Guarantee after 90 (Ninety) days from the date of expiry of the Defects Liability Period as provided in the said Contract, i.e. _____ (date) or from the date of cancellation of the said contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.

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

In presence of
WITNESS

For and on behalf of (the Bank)

1. _____

Signature _____

2. _____

Name & Designation _____

Authorization No. _____

Date and Place _____

Bank's seal _____

The above guarantee is accepted by the NSPCL–Bhilai

NOTES

* FOR PROPRIETARY CONCERNS

Shri _____ son of _____ resident of _____ carrying on business under the name and style of _____ at _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

* FOR PARTNERSHIP CONCERNS

M/s. _____ a partnership firm with its office _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include their heirs, executors, administrators and legal representatives), the names of their partners being

- (i) Shri _____ S/o _____
- (ii) Shri _____ S/o _____ etc.

* FOR COMPANIES

M/s. _____ a company registered under the Companies Act, 1956 and having its registered office in the State of _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include its administrators, successor and assigns).

**PROFORMA BANK GUARANTEE FOR LUMPSUM ADVANCE
(On Non-Judicial Stamp Paper of Appropriate Value)**

To
NSPCL
4th floor NBCC Tower
15 Bhikaji cama Place
New Delhi-110066.

1. In consideration of NSPCL having its registered Officer at NSPCL 4th floor NBCC Tower 15 Bhikaji cama Place, New Delhi-110066 (hereinafter called "the Owner" which expression shall unless repugnant to the subject or context include its successors and assigns) having agreed under the terms and conditions of the Award Letter No. 01/CC/ / AI dated _____ issued by the Owner which have been unequivocally accepted by _____ * _____ in connection with the work of " _____" Specification No. CC _____ (hereinafter called "the said Contract") to make at the request of the Contractor a lumpsum advance of Rs. _____/- (Rupees _____ only) for utilizing it for the purpose of the Contract on his furnishing a guarantee acceptable to the Owner, We, _____ Bank incorporated under _____ and having one of our branches at _____ (hereinafter referred to as "the said Bank") do hereby guarantee the due recovery by the Owner of this said advance with interest thereon as provided according to the terms and conditions of the Contract. If the said Contractor fails to utilize the said advance for the purpose of the Contract and/or the said advance together with Interest thereon as aforesaid is not fully recovered by the Owner, We, _____ Bank hereby unconditionally and irrevocably undertake to pay to the Owner on demand and without demur to the extent of the said sum of Rs. _____/- (Rupees _____ only) any claim made by the owner on us for the loss or damage caused to or suffered by the owner by reason of the owner not being able to recover in full the said sum of Rs. _____/- (Rupees _____ only) with interest as aforesaid.

2. We, _____ Bank further agree that the Owner shall be the sole judge of and as to whether the said contractor has not utilized the said advance or any part thereof for the purpose of the Contract and the extent of loss or damage caused to or suffered by the Owner on account of the said advance together with interest not being recovered in full and the decision of the Owner that the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and as to the amount or amounts of loss or damage caused to or suffered by the Owner shall be final and binding on us.

3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till the said advance with interest has been fully recovered and its claims satisfied or discharged and till Owner certifies that the said advance with interest has been fully recovered from the said Contractor, and accordingly shall have no claim under this Guarantee after 30 (thirty) days from the date of satisfactory completion of the said Contract (as per the mutually agreed Work

schedule) i.e. up to and inclusive of _____ (date) unless a notice of the claim under this Guarantee has been served on than Bank before the expiry of the said period i.e. _____ (date) in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.

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

Notwithstanding anything contained herein before our liability under this Guarantee is restricted to Rs. _____/- (Rupees _____ only) together with interest. Our undertaking shall commence from the date of execution and shall remain in force upto _____

Dated this _____ day of _____ 20

In presence of

WITNESS

1. _____

2. _____

For and on behalf of (the Bank)

Signature _____

Name _____

Designation _____

Authorisation No. _____,

The above guarantee is accepted by the Owner

Seal of the Bank _____

For and On behalf of the NSPCL-Bhilai

NOTES

*** FOR PROPRIETARY CONCERNS**

Shri _____ son of _____ resident of _____ carrying on business under the name and style of _____ at _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

*** FOR PROPRIETARY CONCERNS**

M/s. _____ a partnership firm with its office _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include their heirs, executors, administrators and legal representatives); the name of their partners being

- (i) Shri _____ S/o _____
- (ii) Shri _____ S/o _____

*** FOR COMPANIES**

M/s. _____ a company under the Companies act, 1956 and having its registered office _____ in the State of _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include its administrators, successors and assigns.)

* * *

**FORM OF BANK GUARANTEE FOR REMOVAL OF PLANT AND EQUIPEMENT
FROM THE SITE**

(ON NON JUDICIAL STAMP PAPER)

(Condition No. 54)

To
NSPCL -Bhilai

It consideration of the NSPCL-Bhilai hereinafter called "the Owner" which expression shall unless repugnant to the subject or context include his successors and assigns) having agreed under the terms and conditions of Contract No _____ dated _____ made between _____ * _____ and the Owner in connection with _____ - (hereinafter called "the said Contract") to permit the Contractor to remove the plant and equipment mentioned in the Schedule hereto hypothecated to the Owner as security against a loan of Rs. _____ with interest as provided in the Contract granted to the Contractor by the Owner from the site to any other works of the Contractor on his furnishing an acceptable Bank guarantee. We the _____ Bank. (hereinafter referred to as "the said Bank") and having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified the Owner from time to time to the extent of Rs. _____ (Rupees _____ only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the owner by reason of the Contractor failing to bring back to the site the said plant and equipment or any part thereof and to unconditionally pay the amount claimed by the Owner on demand and without demur to the extent aforesaid.

We _____ Bank further agree that the Owner shall be the sole judge of and as to whether the said contractor has failed to bring the said plant and equipment or any part thereof back to the site and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Owner on account thereof and the decision of the Owner that the said Contractor has so failed and as to the amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Owner from time to time shall be final and binding on us.

We, the said bank further agree that the Guarantee herein contained shall remain in full force and effect till the Owner certifies that the said plant and equipment have been brought back to the site or the said loan of Rs. _____ with interest has been repaid to the Owner in full and accordingly discharges this Guarantee subject, however, that the Owner shall have no claim under this Guarantee after _____ year of the date of completion of the Contract or from the date of cancellation of the said Contract, as the case may be unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period of _____ years in which case the same shall be enforceable against the Bank notwithstanding the fact that the same is enforced after the expiry of the said period of _____ years.

The Owner shall have the fullest liberty without, effecting in any way the liability of the Bank under this Guarantee or indemnity, from time to time to vary any of the terms and conditions of the said Contract or the loan or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or for bear from enforcing any of the terms and conditions governing the said Contract or securities as available to the Owner and the said Bank shall not be released from its liability under these presents by any exercise by the Owner of the liberty with reference to the matter aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Owner or any indulgence by the Owner to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Bank from its such liability.

It shall not be necessary for the Owner to proceed against the Contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Owner may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

We, the said Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Owner, in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge out liability hereunder.

Dated this Day of 20

For and on behalf of the Bank
Common seal of the Bank

Signature.....

Name

In presence of
Witness

1.

2.....

Designation

Authorisation No.....

The above Guarantee is accepted by the
NSPCL -Bhilai

For and on behalf of the (NSPCL -Bhilai

Dated
(Name and Designation)

NOTE :

*** FOR PROPRIETARY CONCERNS**

Shri son of Resident of carrying on business under the name and style of at (hereinafter called “the said Contractor” which expression shall unless the context requires otherwise include his heirs, executors administrators and legal representatives.)

*** FOR PARTNERSHIP CONCERNS**

M/s a partnership firm with its office at (hereinafter called “the said Contractor” which expression shall unless the context requires otherwise include their respective heir executors, administrators and legal representatives); the name of partners being

- (i) Shri _____ S/o

- (ii) Shri _____ S/o

*** FOR COMPANIES**

M/s a company registered under the Companies Act, 1956 and having its registered office at in the State of (hereinafter called “the said Contractor” which expression shall unless the context requires otherwise include its administrators, successors and assigns).

FORM OF HYPOTHECATION DEED

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)
(Condition No. 54 (B))

THIS INDENTURE made this _____ day of _____
20____ Between _____ -- * _____ of the one part and NSPCL- Bhilai hereinafter called "the Company" which expression shall unless the context requires otherwise include his successors and assigns of the other part :

WHEREAS under Condition 54 (a) of the General Conditions of Contract relating to the terms and conditions of its Award letter No. 01/CC/ / / AL dated _____ which have been unequivocally accepted by the Contractor, the Contractor has applied to the Company for a loan of Rs. _____ (Rupees _____ only) for plant and equipment described in the Schedule hereto specifically acquired by the Contractor for the works and brought to site.

And whereas one of the conditions on which the said loan of Rs. _____ is to be granted by the Company to the Contractor is that the Contractor shall hypothecate the plant and equipment described in the Schedule hereto in favour of the Company as security for the due repayment of the said loan.

AND WHEREAS the Contractor has represented that he is the Owner of the plant and equipment described in the Schedule hereto and the same is free from encumbrances.

NOW THIS INDENTURE WITNESSTH THAT in pursuance of the said agreement and in consideration of the premises the Contractor doth hereby hypothecate, assign and transfer to the Company the Plant and equipment described in the Schedule hereto the intent that the same shall remain and form security for repayment to the Company of the said loan of Rs. _____ together with the interest thereon at _____ - % per annum.

1. The Contractor hereby agrees, declares and covenants with the Company as follows

- (a) The Contractor shall repay to the Company the said loan of Rs. _____ (Rupees _____ only) together with interest thereon as aforesaid by and agrees that the said loan be recovered by the Company by making deductions in the manner provided in Condition 54 of the General Conditions of Contract and other conditions of the Award letter from the claims made by the Contractor against the Company for on account payment.
- (b) The Contractor has paid in full the purchase price of the Plant & equipment described in the Schedule hereto and each and every one of them and that the same are the absolute property of the Contractor and that the same have not been sold, pledged, mortgaged or transferred or in any way dealt with by the Contractor.

- (c) So long as any amount remains payable to the Company by the Contractor in respect of the said loan of Rs. _____ the Contractor shall not sell, pledge, hypothecate, transfer, part with or in any way deal with the Plant and Equipment described in the Schedule hereto.
- (d) If the said loan of Rs. _____ shall not be repaid by the Contractor or recovered in the manner described above by the said _____ day of _____ due to any reason whatsoever or the said Contract has been determined earlier or cancelled or if the Contractor shall sell, pledge, mortgage, transfer, part with or in any way deal with the said plant and equipment or any part thereof or the Contractor or any of the partners is adjudged insolvent or the contractor is to be wound up or makes any composition or arrangement with its creditors or the Contractor shall commit breach of any of the terms and conditions or covenants as herein contained or if any of the said plant and equipment or if any other property whatsoever belonging to the Contractor has been sold or attached for a period of not less than 21 days in execution of the decree of any court for payment of money, the whole of the said loan of Rs. _____ or such part thereof as may have remained unpaid or unrecovered together with interest thereon shall forthwith become due and payable.
- (e) the Company may on the happening of any of any of the events mentioned in the preceding clause (d) or in the event of the said loan or any part thereof becoming due and payable and has not been paid or recovered or cannot be recovered as provided in the said conditions, seize and take possession of the said plant and equipment (and either remain in possession thereof without removing the same or else may remove the same) and sell the said plant and equipment or any of them either by public auction or private contract and may out of the sale proceeds retain the balance of the said loan and interest thereon remaining unpaid and unrecovered and all costs, charges and expenses and payments incurred or made in maintaining, defending or protecting the rights of the Company hereunder and shall pay over the surplus, if any, to the Contractor.
- (f) The Contractor shall at all times during the continuance of the security and at the expense of the contractor insure and keep insured the plant and equipment described in the Schedule hereto for the full value thereof in the joint names of the contractor and the Company with an insurance company to be approved by the Engineer-in-Charge against the risk of loss or damage from whatever cause arising other than the Excepted Risks. During the continuance of the security the contractor shall pay all premia and sums of money necessary for keeping such insurance on foot and the insurance policy and receipts in original for premia paid shall be deposited with the Engineer-in-Charge. The Contractor shall assign all his rights, title and interest in the policy to the Company.
- (g) The Contractor shall not permit or suffer the said plant and equipment or any part thereof to be destroyed or damaged or used or to be used or to deteriorate to a greater degree than it would deteriorate by reasonable wear and tear thereof in the performance of the Contractor.

(h) In the event of any damage or loss happening to the said plant and equipment or any part thereof from whatever cause other than the Excepted Risks the Contractor shall forthwith have the same repaired or replaced as the case may be or arrange for payment of the entire amount recovered or to be recovered from the insurance company to the Company towards the payment of the said loan of Rs. _____.

2. Upon repayment or recovery in full of the amount secured on account of this hypothecation deed the said plant and equipment secured hereunder shall stand released from hypothecation but this is without prejudice to the right of the Company under any other conditions of the Contract.

SCHEDULE ABOVE REFERRED TO

Sl. No.	Particulars of Plant and Equipment	Nos.	Purchase price/price considered reasonable by Engineer-in-Charge	Total Price	Advance (75% of Co. 5)
1	2	3	4	5	6

In witness whereof the parties hereto have executed these presents on the day and your first above written.

Signed and delivered Singed by Shri
 By the within named (Name & Designation)
 (Contractor).....

In the presence of: For and on behalf of the NSPCL-Bhilai
 (1) in the presence of:
 (2) (1)
 (2)

NOTE :
 * FOR PROPRIETARY CONCERNS

Shri Son of Resident of
 Carrying on business under the name and style of
 at (hereinafter called “the said Contractor” which expression

shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

***FOR PARTNERSHIP CONCERNS**

M/s a partnership firm having its registered office at (hereinafter called “the said Contractor” which expression shall unless the context requires otherwise include and their respective heirs, executors, administrators and legal representative the partners of the firm being.

- (i) Shri _____ S/o _____
- (ii) Shri _____ S/o _____

*** FOR COMPANIES**

M/s. a company under the Companies act, 1956, and having its registered office at In the State of (hereinafter called “The said Contractor” which expression shall unless the context requires otherwise include its successors and assign).

A M E N D M E N T III TO G C C
AMENDMENTS TO CLAUSE NO. 16.7.1 (MODEL RULES FOR LABOUR WELFARE) AND
CLAUSE NO. 16.7.2 (SAFETY CODE) GENERAL CONDITIONS OF CONTRACT FOR
CIVIL WORKS.

S.NO.	CLAUSE	EXISTING PROVISION	AMENDMENT
01.	16.7.1	<p>Model rules for Labour Welfare:</p> <p>The Contractor shall at his own expenses comply with or cause to be complied with Model Rules for labour Welfare as appended to these conditions or rules framed by Government from time to time for the protection of health and for making sanitary arrangements workers employed directly or indirectly on the works.</p> <p>In case the contractor fails to make arrangements as aforesaid the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the contractor.</p>	<p>Add the following as clause no. 16.7.1 (i) after the clause no. 16.7.1 given alongside: failure to comply with Model rules for Labour Welfare and/or provisions relating to report on accidents and/or to grant of maternity benefits to female workers shall make the Contractor liable to pay to the Company as Liquidated damages an amount of Rs. 1000/- (rupees One thousand only for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the inspecting officers as defined in the contractors labour regulations as appended to these conditions shall be final and binding and deductions very of such liquidated damages will be made from any amount payable to the Contractor.</p>
02.	16.7.2	<p>Safety Code :</p> <p>The Contractor shall at his own expenses arrange for the safety provisions as appended to these conditions or as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the contractor fails to take arrangement and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the contractor.</p>	<p>Delete the entire existing clause 16.7.2 given alongside.</p>

- i) failure to comply with Model Rules for labour welfare provisions relating safety code or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the contractor liable to pay to the Company as liquidated damages an amount not exceeding Rs. 50.00 for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from inspection officers as defined in the contractor's Labour Regulation as appended to these conditions shall be final & binding and deductions for recovery of such liquidated damages may be made from any amount payable to the contractor.

Add the following new clause as clause no. 16.7.2

16.7.2 SAFETY PROVISIONS :

- (i) A contractor employing more than 250 workmen whether temporary, casual, probationer, regular or permanent or on contract, shall employ at least one full time officer exclusively as Safety officer to supervise safety aspects of the equipment and workmen, who will coordinate with the project Safety Officer. In case of being work carried out through sub-contractor's the sub-contractor's employee will also be considered as the Contractor's employee/workmen for the above purpose. The name and address of such safety officer of contractor will be promptly informed in writing to Engineer-in-Charge of

NSPCL before he starts work or immediately after any change of incumbent is made during currency of the contract.

- ii) In case any accident occurs during the construction/erection or other associated activities under taken by the contractor thereby causing any minor or major fatal injury to his employee due to any reason, whatsoever, it shall be the responsibility of the contractor to promptly inform the same to NSPCL's Engineer-in-Charge in prescribed form and also to all the authorities envisaged under the applicable laws.
- iii) The Engineer-in-charge shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such away that it may cause accidents and endanger the safety of the persons and/or property and/or equipment. In such cases, the contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove short-comings promptly. The Contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Engineer-in-Charge within 3 days of such stoppage of work and the decision of the Engineer-in-Charge in this respect shall be conclusive and binding on the contractor.
- iv) The Contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons as provided in para 16.7.2 (iii) above and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.
- (v) The Contractor shall follow and comply with all NSPCL Safety Rules. relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment

as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any non-conformity between statutory requirement and NSPCL Safety Rules referred to above, the later shall be binding on the Contractors unless the statutory provisions are stringent.

- (vi) If the Contractor fails in providing safe working environment as per NSPCL safety Rules or continues the work even after being instructed to stop work by the Engineer-in-Charge as provided in para 16.7.2 (iii) above the contractor shall promptly pay to NSPCL, on demand by the Owner compensation at the rate of Rs. 5000/- per day or part thereof till the instruction are complied with and so certified by the Engineer-in-charge. However, in case of accident taking place causing injury, to any individual, the provisions contained in para 16.7.2 (vii) below shall also apply in addition to compensation mentioned in this para.
- (vii) If the contractor does not take all safety precautions and/or fails to comply with the safety Rules as prescribed by NSPCL or under the applicable law for safety of the equipment and plant and for the safety of personnel and the contractor does not prevent hazardous conditions which causes injury to his own employees or employees of other contractor, or NSPCL employees or any other person who are at site or adjacent thereto, the contractor shall be responsible for payment of compensation to NSPCL as per the following schedule :

- a) Fatal injury or accident causing Death: Compensation @ two percent (2%) of contract value or Rs. 100,000 (Rupees one lakh only) whichever is less, per person.
- b) Major injuries or accident causing 25% or more permanent disablement to workmen or employees. : Compensation @ One half of one percent (1/2%) of contract value or Rs. 20,000/- (rupees Twenty thousand only) whichever is less, per person.

NOTE: These compensation are applicable for death/injury to any person whatsoever, Permanent disablement shall have same meaning as indicated in workmen penalty Act. The compensation mentioned above shall be in addition to the compensation payable to the workmen /employees under the relevant provisions of the workmen's Compensation Act and Rules framed there under or any other applicable laws as applicable from time to time. In case the Owner is made to pay such compensation the contractor is liable to reimburse the owner such amount in addition to the penalty the compensation indicated above.

- (viii) If the Contractor observes all the safety rules and codes, statutory laws and rules during the currency of the contract awarded by the owner and no accident occurs then NSPCL may consider the performance of the contractor and award suitable "ACCIDENT FREE SAFETY MERITORIOUS AWARD" as per scheme as may be announced separately from time to time.

* * *

LIST OF BANKS OF BANK GUARANTEE FOR BID SECURITY
SCHEDULED COMMERCIAL BANKS

A. SBI AND ASSOCIATES

- 01 STATE BANK OF INDIA
- 02 STATE BANK OF BIKANER & JAIPUR
- 03 STATE BANK OF HYDERABAD
- 04 STATE BANK OF INDORE
- 05 STATE BANK OF MYSORE
- 06 STATE BANK OF PATIALA
- 07 STATE BANK OF TRAVANCORE

B. NATIONALIZED BANKS

- 01 ALLAHABAD BANK
- 02 ANDHRA BANK
- 03 BANK OF INDIA
- 04 BANK OF MAHARASHTRA
- 05 CANARA BANK
- 06 CENTRAL BANK OF INDIA
- 07 COMPANY BANK
- 08 DENA BANK
- 09 INDIAN BANK
- 10 INDIAN OVERSEAS BANK
- 11 ORIENTAL BANK OF COMMERCE
- 12 PUNJAB NATIONAL BANK
- 13 PUNJAB & SIND BANK
- 14 SYNDICATE BANK
- 15 UNION BANK OF INDIA
- 16 UNITED BANK OF INDIA
- 17 UCO BANK
- 18 VIJAYA BANK
- 19 BANK OF BARODA

C. SCHEDULED PRIVATE BANKS (INDIAN BANKS)

- 01 BANK OF RAJASTHAN
- 02 CATHOLIC SYRIAN BANK
- 03 CITY UNION BANK
- 04 DHANALAKSHMI BANK
- 05 FEDERAL BANK LTD.
- 06 JAMMU & KASHMIR BANK LTD.
- 07 KARNATAKA BANK LTD.
- 08 KARUR VYSYA BANK LTD.
- 09 LAKSHMI VILAS BANK LTD.
- 10 NAINITAL BANK LTD.

- 11 KOTAK MAHINDRA BANK
- 12 RATNAKAR BANK LTD.
- 13 SOUTH INDIAN BANK LTD.
- 14 TAMILNAD MERCANTILE BANK LTD.
- 15 ING VYSYA BANK LTD.
- 16 AXIS BANK LTD.
- 17 SBI COMMERCIAL & INTERNATIONAL BANK LTD.
- 18 INDUSIND BANK LTD.
- 19 ICICI BANK
- 20 HDFC BANK LTD.
- 21 DEVELOPMENT CREDIT BANK LTD.
- 22 YES BANK

D. SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

- 01 ABU DHABI COMMERCIAL BANK LTD.
- 02 ABN AMRO BANK N.V.
- 03 BANK OF AMERICA N.A.
- 04 BANK OF BAHRAIN & KUWAIT B.S.C.
- 05 MASHREQ BANK P.S.C.
- 06 BANK OF NOVA SCOTIA
- 07 CALYON BANK
- 08 BNP PARIBAS
- 09 BARCLAYS BANK
- 10 CITI BANK N.A.
- 11 DEUTSCHE BANK A.G.
- 12 THE HONG KONG SHANGHAI BANKING COMPANY LTD.
- 13 OMAN INTERNATIONAL BANK S.A.O.G.
- 14 SOCIETE GENERALE
- 15 SONALI BANK
- 16 STANDARD CHARTERED BANK
- 17 J P MORGAN CHASE BANK
- 18 STATE BANK OF MAURITIUS LTD.
- 19 DEVELOPMENT BANK OF SINGAPORE
- 20 BANK OF CEYLON
- 21 BANK INTERNATIONAL INDONESIA
- 22 ARAB BANGLADESH BANK
- 23 SHINHAN BANK
- 24 CHINA TRUST COMMERCIAL BANK
- 25 MIZUHO CORPORATE BANK LTD.
- 26 KRUNG THAI BANK PUBLIC COMPANY LTD.
- 27 ANTWERP DIAMOND BANK N.V.
- 28 THE BANK OF TOKYO-MITSUBISHI UFJ LTD.

E. OTHER PUBLIC SECTOR BANKS

- 01 IDBI BANK

LIST OF BANKS FOR BANK GUARANTEES FOR CONTRACT PERFORMANCE

SCHEDULED COMMERCIAL BANKS

SBI AND ASSOCIATES

- 01 STATE BANK OF INDIA
- 02 STATE BANK OF BIKANER & JAIPUR
- 03 STATE BANK OF HYDERABAD
- 04 STATE BANK OF INDORE
- 05 STATE BANK OF MYSORE
- 06 STATE BANK OF PATIALA
- 07 STATE BANK OF TRAVANCORE

NATIONALIZED BANKS

- 01 ALLAHABAD BANK
- 02 ANDHRA BANK
- 03 BANK OF INDIA
- 04 BANK OF MAHARASHTRA
- 05 CANARA BANK
- 06 CENTRAL BANK OF INDIA
- 07 COMPANY BANK
- 08 DENA BANK
- 09 INDIAN BANK
- 10 INDIAN OVERSEAS BANK
- 11 ORIENTAL BANK OF COMMERCE
- 12 PUNJAB NATIONAL BANK
- 13 PUNJAB & SIND BANK
- 14 SYNDICATE BANK
- 15 UNION BANK OF INDIA
- 16 UNITED BANK OF INDIA
- 17 UCO BANK
- 18 VIJAYA BANK
- 19 BANK OF BARODA

SCHEDULE PRIVATE BANKS

- 01 BANK OF RAJASTHAN
- 02 CATHOLIC SYRIAN BANK
- 03 CITY BUNION BANK
- 04 DHANALAKSHMI BANK
- 05 FEEDERAL BANK LTD.
- 06 JAMMU & KASMIR BANK LTD
- 07 KARNATAKA BANK LTD.
- 08 KARUR VYSYA BANK LTD
- 09 LAKSHMI VILAS BANK LTD
- 10 NAINITAL BANK LTD

- 11 KOTAK MAHINDRA BANK
- 12 RATNAKAR BANK LTD
- 13 SOUTH INDIAN BANK LTD
- 14 TAMILNAD MERCANTILE LTD
- 15 ING VYSYA LTD
- 16 AXIS BANK LTD
- 17 SBI COMMERCIAL & INTERNATINAL BANK LTD
- 18 INDUSIND BANK LTD
- 19 ICICI BANK
- 20 HDFC BANK LTD
- 21 DEVELOPMENT CREDIT BANK LTD
- 22 YES BANK

SCHEDULED FOREIGN BANKS

- 01 ABU DHABI COMMERCIAL BANK LTD
- 02 ABN AMRO BANK N.V.
- 03 BANK OF AMERICA N.A.
- 04 BANKMOF BEHRAIN & KUWAIT B.S.C.
- 05 MASHREQ BANK P.S.C.
- 06 BANK OF NOVA SCOTIA
- 07 BNP PARIBAS
- 08 BARCLAYS BANK
- 09 CALYON BANK
- 10 CITI BANK N.A.
- 11 DEUTSCHE BANK A.G.
- 12 THE HONG KONG SHANGHAI BANKING COMPANY LTD.
- 13 OMAN INTERNATINAL BANK S.A.O.G.
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- 15 SOCIETE GENERALE
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- 23 SHINHAN BANK
- 24 CHINA TRUST COMMERCIAL BANK
- 25 MIZUHO CORPORATE BANK LTD
- 26 KRUNG THAI BANK PUBLIC COMPANY LTD
- 27 ANTWERP DIAMOND BANK N.V.
- 28 THE BANK OF TOKYO- MITSUBISHI UFJ LIMITED

THE PUBLIC SECTOR BANKS

- 01 IDBI BANK

PROFORMA (X-a1)
PROFORMA OF LETTER OF UNDERTAKING TO BE SUBMITTED BY THE TENDERER
ALONGWITH HIS TENDER IN A SEPARATE SEALED ENVELOPE
(To be executed on non-judicial stamp paper of requisite value)

Ref :

Date :.....

To,
NSPCL (Owner's Name & Address)

Dear Sirs,

1. I / WE* have read and examined the following bid documents relating to the (full scope of work)
 - a) Notice Inviting Tender
 - b) Conditions of contract for Civil Works containing sections "Notice Inviting Tender" and General Conditions of Contract (GCC)
 - c) Special conditions of contract along with annexure
 - d) Tender Drawing No
 - e) Technical Specification.
 - f) Information Questionnaire.
2. I/WE* hereby submit our tender and undertake to keep our tender valid for a period of six (6) months the date of opening of tenders i.e. up to I/WE* shall not vary/alter or revoke my/our tender during the validity period of Tender.

This undertaking is in consideration of NSPCL agreeing to open my/our tender, consider and evaluate the same for the purpose of award of work, in terms of provisions of tender documents.

Should this tender be accepted. I/We* also agree to abide by and fulfill and comply with all the terms, conditions and provisions of the above mentioned tender documents.

Signature along with seal of the company

Duly authorized to sign the tender on behalf of the Contractor)

Name:

Designation:

Name of Co:

(In Block Letters)

Date & Postal Address

Witness

Signature

Date

Name & Address

Telegraphic No:

Telephone No:

Telephone No:

* Strike out whichever is not applicable

(On non-judicial stamp paper of appropriate value)

FORM OF EXTENSION OF BANK GUARANTEE

Ref :

Date

NSPCL

Dear Sirs,

Sub: Extension Bank Guarantee NoDated For Rs.(Indicate value of Bank Guarantee)favoring Yourselves, expiringOn account of M/s (Name of Bidder) in respect of Contract for (Insert Package Name)for (Insert Project Name) project, Contract No.Dated

(hereinafter called Original Bank Guarantee)

At the request of M/s Bank branch office at and having its head office at do hereby extend our liability under the above mentioned Guarantee no. dated for a further period of Years/ month from to expire on

Except as provided above, all other terms and conditions of the original Bank Guarantee No. Dated shall remain unaltered and binding.

Please treat this an integral part of the original guarantee to which it would be deemed to have been attached.

.....
(Signature)
.....
(Name)
.....
(Designation with Bank Stamp)

Authorized Vide Power of Attorney No.
Date:

Dated _____

Seal of Bank

NTPC SAIL POWER COMPANY LIMITED

(A joint venture of NTPC & SAIL)

SECTION – IV

SPECIAL CONDITIONS OF CONTRACT (SCC) FOR O&M WORKS

SECTION - IV

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC), Section-IV, shall supplement/amend the General Conditions of Contract (GCC), Section-III. Wherever there is a conflict, the provisions in SCC shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.

Further, clauses mentioned herein with respect to Section-II, Instructions to Bidders shall supplement/amend the Instructions to Bidders (ITB), Section-II.

NIT / TENDER ENQUIRY NO. GEM Bid no. GEM/2023/B/4057079

NAME OF PACKAGE: PROVIDING SERVICES OF TRANSPORTATION OF MISC. GOODS, STEEL, CEMENT ETC. TO & FROM DIFFERENT DESTINATION OF ALL OVER INDIA TO NSPCL EXPANSION STORES, BHILAI & VICE-VERSA WITH DIFFERENT DISTANCE SLABS FOR NSPCL, BHILAI.

Bidding for the package is open to bidders from within the Employer's country only, subject to fulfilment of conditions specified in ITB Clause "Restrictions on procurement from a Bidder of a country which shares a land border with India".

S. No.	Clause Ref, in any	Special Conditions
1.	EMPLOYER	Name and address of Employer: NTPC SAIL POWER COMPANY LIMITED (NSPCL), Shared Service Centre, Bhilai Expansion Site, Near Purena Village, Bhilai (East) , PO-Dist:Durg(C.G.) Pin Code-490021 Tel. No.: 0788-2282435 Email: sudeepk.das@nspcl.co.in/ rashmikumari@nspcl.co.in/ prabhulinga@nspcl.co.in Registered Office Address: "NSPCL,, 4 TH Floor, NBCC Tower, 15, Bhikaji Cama Place, New Delhi
2.	JOINT VENTURE/ CONSORTIUM	NTPC LTD AND SAIL
3.	PRE-BID CONFERENCE	Pre Bid Conference: Applicable/Not Applicable . <i>(If applicable, details (date, place, etc.) of Pre Bid Conference to be mentioned.)</i>
4.	DOCUMENTS COMPRISING THE BID	Attachment-09 Declaration on Local Content- Applicable/ Not Applicable a) Class-I local suppliers'/ 'Class-I local suppliers and Class-II local suppliers' only are eligible to participate in this tender, as defined in the

NIT / TENDER ENQUIRY NO.:	SECTION-IV (SCC)	Page 1 of 7
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		<p>bidding documents/ Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments/ revisions issued by DPIIT. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids. For this purpose, bidders who are meeting the stipulated requirements of Minimum Local Content are required to accept the following condition through undertaking as per Attachment-13 for submission of bid.</p> <p>“Confirm that you are a LOCAL SUPPLIER, and the LOCAL CONTENT included in the PACKAGE FOR COMPLETE SCOPE OF WORK meets the MINIMUM LOCAL CONTENT requirements of the Tender.”</p> <p>Acceptance of aforementioned condition shall be considered as Bidder's confirmation that Bidder is meeting the requirement of fulfil the requirements of Local content for Class-I Local Supplier.</p> <p>b) Declaration regarding local content as per the Employer's format, for granting of purchase preference.</p> <p>In case a bidder does not submit the aforesaid declaration or statement/any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated by the bidder, then the Bidder is liable not to be considered as a local supplier and may not be eligible for any purchase preference"/"its bid is liable to be considered non-responsive and may be rejected".</p> <p>In case aforesaid Confirmation/Certificate furnished by Contractor/Vendor is not in line with the declaration in respect of Local content in their bid, same shall be treated as false declaration and will be dealt in line with the Fraud Prevention Policy of NTPC.</p>
5.	DOCUMENTS COMPRISING THE BID	<p>Certificate prior to submission of last bill for payment- Applicable/ Not Applicable</p> <p>Further, Bidder shall be required to submit a certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) giving the percentage of local content during execution prior to submission of last bill for payment.</p> <p>In case aforesaid Certificate furnished by Contractor/Vendor is not in line with the declaration in respect of Local content in their bid, same shall be treated as false declaration and will be dealt in line with the Fraud Prevention Policy of NTPC.</p>
6.	DOCUMENTS COMPRISING THE BID	<p>Attachment-11(A) Declaration for exemption from meeting the Minimum Local Content- Applicable/ Not Applicable</p> <p>Declaration regarding exemption from meeting the Minimum Local Content, as per the Employer's format.</p> <p>In case a bidder does not submit the aforesaid declaration or statement/any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated by the bidder, then the bidder may not be considered eligible for exemption from meeting the Minimum Local Content.</p>

7.	DOCUMENTS COMPRISING THE BID	Attachment	Applicable (YES/NO)	Mode of Submission (Physical/Online/Both)
		Attachment 1: Bid Security	YES	Both
		Attachment 2: Authority to Sign the bid	YES	Online
		Attachment 3: Bidder's Qualifications	YES	Online
		Attachment 4: Subcontractors Proposed by the Bidder	NO	-----
		Attachment 5: Equipment/ Machinery deployment Schedule	YES	Online
		Attachment 4: General Declaration of Bidder	YES	Online
		Attachment 5: Electronic Fund Transfer (EFT) Authorisation Form	YES	Online
		Attachment 6: Details of PF, ESI, PAN and GSTIN Regn	YES	Online
		Attachment 7: Declaration Regarding GST	YES	Online
		Attachment 08: Technical Compliance/NIL DEVIATION CERTIFICATE	YES	Online
		Attachment 09: Declaration of Local Content	YES	Online
		Attachment 10: Declaration of FRAUD POLICY	YES	Online
		Attachment 11: Policy for Debarment from Business dealings	YES	Online
		Attachment 12: Integrity Pact	NO	Physical/Online
		Attachment 13: Details of Foreign Principals of Indian Bidders	YES/NO	Online (if applicable)
		Attachment 12: Undertaking for compliance of Important Conditions of Tender	Yes	Online

		BOQ (SCHEDULE OF PRICES)	YES	ONLINE																		
		Attachment 13: CEO/CFO Certificate	Yes	Online																		
8.	CURRENCY (ITB Sub-Clause 13)	Indian Rupee																				
9.	BID PRICE AND PRICE BASIS (ITB Clause 12)	Amount linked to Safety Aspects/ compliance to Safety Rules- Applicable/Not Applicable Minimum percentage: Y= 2.00%																				
10.	BID VALIDITY (ITB Sub-clause 17)	180 days																				
11.	CONFIRMATION OF BGS THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS)/SWIFT	<p>While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided herein below:</p> <table border="1"> <tr> <td>i</td> <td>Bank Name</td> <td>ICICI BANK LIMITED</td> </tr> <tr> <td>ii</td> <td>Branch</td> <td>9A, Phelps, Connaught Place, New Delhi-110001</td> </tr> <tr> <td>iii</td> <td>IFSC Code</td> <td>ICIC0000007</td> </tr> <tr> <td>iv</td> <td>BG Advising Message</td> <td>IFN 760COV/ IFN 767COV via SFMS</td> </tr> <tr> <td>v</td> <td>Field Number</td> <td>7037</td> </tr> <tr> <td>vi</td> <td>Particulars (to be mentioned in Row 1)</td> <td>NTPCBG</td> </tr> </table> <p>Bidders are advised to ensure that the message is sent by their Bankers.</p>			i	Bank Name	ICICI BANK LIMITED	ii	Branch	9A, Phelps, Connaught Place, New Delhi-110001	iii	IFSC Code	ICIC0000007	iv	BG Advising Message	IFN 760COV/ IFN 767COV via SFMS	v	Field Number	7037	vi	Particulars (to be mentioned in Row 1)	NTPCBG
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vi	Particulars (to be mentioned in Row 1)	NTPCBG																				
12.	WORK SCHEDULE	Period contract: 24 Months Further, elaborated in Section-V-Technical Specification.																				
13.	ADDRESS FOR CORRESPONDENCE	Name and address of Employer: NTPC SAIL POWER COMPANY LIMITED (NSPCL), Shared Service Centre, Bhilai Expansion Site, Near Purena Village, Bhilai (East) , PO-Dist:Durg(C.G.) Pin Code-490021 Tel. No.: 0788-2282435 Email: sudeepk.das@nspcl.co.in / rashmikumari@nspcl.co.in / prabhulinga@nspcl.co.in																				
14.	LOCATION OF BID OPENING	Name and address of Employer: NTPC SAIL POWER COMPANY LIMITED (NSPCL), Shared Service Centre, Bhilai Expansion Site, Near Purena Village, Bhilai (East) , PO-Dist:Durg(C.G.) Pin Code-490021 Tel. No.: 0788-2282435 Email: sudeepk.das@nspcl.co.in / rashmikumari@nspcl.co.in /																				
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		prabhulinga@nspcl.co.in
15.	EVALUATION CRITERIA (ITB clause 30)	<p>1. Quantity: Splitable or Not splitable.</p> <p>2. Evaluation: Lump sum or item wise.</p> <p>3. The bidder has to quote for Total Contract Price (Inclusive of all taxes & duties and GST) on lumpsum basis on GeM portal.</p> <p>The Bidder is required to quote Lumpsum Price {Including GST} in GeM Bid for each BOQ item.</p> <p>4. The Bidder shall indicate the GST rate as applicable seven (7) days prior to last date of Bid Submission in Attachment 9. The GST rate mentioned in the Attachment-7 shall be used only for arriving basic Contract price (exclusive of GST) at the time of award.</p> <p>5. Treatment of Tie condition (with respect to Evaluated Price): As per GeM GTC.</p>
16.	BENEFITS TO MSES (ITB Clause 04)	<p>MSE Benefits (Applicable/Not Applicable) for this work.</p> <p>BEING WORKS CONTRACT, MSE BENEFIT IS NOT APPLICABLE.</p>
17.	PREFERENCE TO MAKE IN INDIA AND GRANTING OF PURCHASE PREFERENCE TO LOCAL SUPPLIERS	<p>Preference to Make in India and Eligibility for participation/ granting of purchase preference to Class-I local suppliers</p> <p>Applicable / Not Applicable.</p> <p>22.1 Class-I local suppliers/ 'Class-I local suppliers and Class-II local suppliers' only are eligible to participate in this tender, as defined in the bidding documents/ Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments/ revisions issued by DPIIT. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids."</p> <p>OR</p> <p>Bids from 'Class-I local suppliers' as defined in the bidding documents/ Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments/ revisions issued by DPIIT shall be eligible for purchase preference. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids."</p> <p>22.2 Procedure for order preference, MSE guidelines mentioned at Clause 31.0 of ITB read in conjunction with clause 32.0 of ITB "Preference to Make in India and granting of purchase preference to local suppliers" as mentioned in Annexure-I (Rev 1.0) to SCC shall be applicable.</p> <p>Only Class-I local suppliers are eligible to Bid. Bids received (if any) from Class-II Local Supplier / Non-Local Supplier shall be out rightly rejected.</p>

		<p>The Class-I local suppliers shall be required to accept the following condition through undertaking as per Attachment-09 for submission of bid.</p> <p><i>“Confirm that you are a LOCAL SUPPLIER, and the LOCAL CONTENT included in the PACKAGE FOR COMPLETE SCOPE OF WORK meets the MINIMUM LOCAL CONTENT requirements of the Tender.”</i></p> <p>Acceptance of above condition shall be considered as Bidder’s confirmation that</p> <p>(i) The Bidder fulfill the requirements of local content for Class-I Local Supplier and all provisions specified in Annexure-I (Rev 1.0) to SCC</p> <p>(ii) Presently, the Bidder is not debarred / banned by any other procuring entity for violation of ‘Public Procurement (Preference to Make In India), Order 2017’ (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP).</p> <p>Bidders may note that in case they do not accept the above condition, their bids shall not be considered and shall be rejected.</p> <p>Further, Bidder shall be required to submit a certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) giving the percentage of local content during execution prior to submission of last bill for payment.</p> <p>In case aforesaid Certificate furnished by Contractor/Vendor is not in line with the declaration in respect of Local content in their bid, same shall be treated as false declaration and will be dealt in line with the Fraud Prevention Policy of NTPC.</p> <p>The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids.</p>
18.	LAWS GOVERNING THE CONTRACT (GCC Clause 57)	The courts at Durg shall have jurisdiction in all matters.
19.	ENGINEER-IN-CHARGE (GCC Clause 56)	Manager (Store)
20.	SETTLEMENT OF DISPUTES (GCC Clause 8)	The place of arbitration shall be Durg .
21.	HUMAN RESOURCES (GCC Clause 11.1)	As per Section-V-Technical Specifications (Scope of works and Terms & conditions).

22.	SECURITY DEPOSIT	<p>Security will be deducted from each R.A/Final bill which will be released after completion of work/defect liability period as per conditions of contract. If the Contracting agency submits a Bank guarantee in acceptable form to NSPCL, towards Contract. Performance Guarantee (CPG) as per the provisions of the contract on receipt and acceptance of the BG towards CPG, The security deposit shall not be recovered from the bills and EMD submitted shall be returned to the contracting agency.</p> <p>2. Security Deposit (SD) will be collected from the successful tenderer at the rates mentioned below. This may be recovered by deduction through running bills of the contractors and also by treating the earnest money paid at the time of tender as part of the security deposit.</p> <table border="1" data-bbox="571 629 1441 869"> <thead> <tr> <th data-bbox="571 629 647 689">S.No.</th> <th data-bbox="647 629 1046 689">Contract Award Value</th> <th data-bbox="1046 629 1441 689">SD Amount (% of award value)</th> </tr> </thead> <tbody> <tr> <td data-bbox="571 689 647 750">1</td> <td data-bbox="647 689 1046 750">Up to and including Rs. 2 lakh</td> <td data-bbox="1046 689 1441 750">10%</td> </tr> <tr> <td data-bbox="571 750 647 810">2</td> <td data-bbox="647 750 1046 810">More than Rs 2 lakh but not exceeding Rs 20lakh</td> <td data-bbox="1046 750 1441 810">7.5% subject to Minimum Rs. 20000/-</td> </tr> <tr> <td data-bbox="571 810 647 869">3</td> <td data-bbox="647 810 1046 869">More than Rs 20 Lakh</td> <td data-bbox="1046 810 1441 869">5% subject to Minimum Rs. 1.5 Lakh</td> </tr> </tbody> </table>	S.No.	Contract Award Value	SD Amount (% of award value)	1	Up to and including Rs. 2 lakh	10%	2	More than Rs 2 lakh but not exceeding Rs 20lakh	7.5% subject to Minimum Rs. 20000/-	3	More than Rs 20 Lakh	5% subject to Minimum Rs. 1.5 Lakh
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23.	PAYMENT SCHEDULE	Unless otherwise specified in Section-V, Technical Specification, it shall be as per GCC.												
24.	PRICE BASIS	Prices are FIRM/VARIABLE Please refer Section-V-Technical specification for price adjustment formula. (Scope of works and Terms & conditions).												
25.	TIME FOR COMPLETION	Period contract: 24 Months As specified in Section-V-Technical Specification.(Scope of works and Terms & conditions).												
26.	SAFETY EQUIPMENT	Details Safety equipment's & safety Personal Protective Equipment as required for execution of work shall be as per Section-V, Technical Specification. (Scope of works and Terms & conditions).												
27.	DEFECTS LIABILITY PERIOD (GCC Clause 31)	Unless otherwise specified in Section-V, Technical Specification, it shall be as per GCC.												
28.	CONTRACT CATEGORY	OVERHAULING/OTHER THAN OVERHAULING												

Enclosures to SCC:

1. Annexure-I: Preference to Make in India and Eligibility for Participation/ granting of Purchase Preference to Class-I local suppliers- regarding
2. Annexure-II: List of Banks for BG.

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CLAUSE FOR VARIATION IN QUANTITY

The quantities given in BOQ are tentative.

- a. Variation may occur in the quantities of individual items, required to be executed, depending on the condition of site/machine.
- b. However if due to variation in executed quantities the executed value goes beyond that of L₂ contractor(based on item rates of L₂ contractor during tendering and the executed quantity under this contract) i.e. L₁/L₂ positions are changing, then the contractor shall have to give a discount which will maintain his L₁ position.
- c. The amount of discount shall be arrived mutually through negotiation.
- d. The Contractor shall not have a right to refuse the execution of quantities on the ground that this will change L₁/L₂ position and shall have to execute all works as directed by Engineer in charge.
- e. On the overall all value basis, the variation limit provided in the contract shall be deemed to be as per clause no, 10 of Terms & Conditions.
- f. Contractor shall however do all the work even if the overall deviation is beyond as per clause no, 10 of Terms & Conditions.
- g. The conditions given in award letter shall override one or all the provisions given above (as the case may be) should there be a contradiction between the two.

SCC(Special Conditions of Contract-I)

01. All entries shall be in ENGLISH LANGUAGE only.
02. Bidder must furnish a copy of the **PF, PAN, ESI, GSTIN** registration and proprietorship/partnership deed with the offer.
03. The tender shall be submitted along with Earnest Money, which may be paid in any of the following forms:
 - a) Pay order/demand draft / Local cheque certified as good for payment by the Banker in favour of NTPC SAIL POWER COMPANY LTD., BHILAI from any Nationalised or scheduled bank.
 - b) An irrevocable bank Guarantee from a Nationalized or scheduled Bank in favour of NTPC-SAIL Power Company Limited as NSPCL's prescribed proforma *only if the EMD amount is greater than ₹50,000.00*
04. Any tender not accompanied by earnest money (Bid Guarantee) may be rejected by the owner as NON-RESPONSIVE BID.
05. The Earnest money shall be made payable without any condition/demur to the Owner ON DEMAND. The bid guarantee shall be valid for a period of **seven months** from the date of opening of tenders i.e. if the bid is due for opening on 1st January the Bid Guarantee shall be valid up to 31st July.
06. The bid security/ earnest money deposit shall be forfeited:
 - a. If the bidder withdraws or varies its bid during the period of bid validity.
 - b. If the bidder doesn't accept the correction of its bid price pursuant to the provisions of the bid.
 - c. If the bidders refuses to withdraw any deviation at cost of withdrawal indicated by him.
 - d. If the bidder refuses to withdraw, without any cost to NSPCL any deviation not listed in the deviation statement.
 - e. In case the successful bidder fails within the specified time limits
 - i) To accept the award or sign the contract agreement
 - ii) To furnish the required Contract performance guarantee/Security Deposit
 - f. If the supply/ work is not commenced after the award of contract.
 - g. If the bidder/his representative commits any fraud while competing for this contract pursuant to fraud prevention policy of NSPCL.

In addition, in case e), f) & g) above results in tender being annulled then such bidder shall be treated ineligible for participation in retendering of this particular package/work.
07. The Bid Guarantee of all unsuccessful bidders except that of the successful tenderer will be returned after the award of the contact.
08. No interest shall be payable by the owner on the said amount covered under the Bid Guarantee / other security documents.

Signature & Seal of the Bidder

SR.MGR (CS)

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09. In consideration of the owner opening and considering the tender for the purpose of award of contract the tenderer shall keep his tender valid for a period of six months from the date of opening of the tenderer during which period the tenderer agrees not to vary, alter or to revoke his tender/either in whole or in part. If the tenderer however fails to keep his tender valid for six months or varies its terms and conditions during the said period then owner shall be entitled to forfeit the bid guarantee amount without any notice or proof of damages etc.
10. **NSPCL** reserves the right to split or reject any or all tenders without assigning any reason thereof.
11. The tender documents should be sent in a sealed envelopes superscripted as tender against Tender Notice No. 'Name of work' Date tender Opening and details of EMD.
12. The EMD shall be submitted in a separate envelope superscribed as EMD with full details along with tender. The earnest money has been submitted should be indicated on the top of the cover so as to enable us to open and consider the tender.
13. **NSPCL**, reserves the right to allow purchase preference as admissible under the existing policy of Govt. of India to bids from Central Public Sector Enterprises as well as joint Ventures with Central Public Sector with a value added content of over 20% by the later. The bidder may get apprised themselves of the relevant notification of Govt. of India in this regard before submission of their bids. The bidder may also get apprised about the price preference to land oustee Co-operative societies.
14. On the basis of BOQ units, quoted rates any deviation to the specifications, terms & conditions shall be loaded and this evaluated total amount shall be the basis of evaluation.
15. Tender document issued to an intending bidder are NOT TRANSFERABLE.
16. "If the rates/prices quoted by the successful bidder for certain items of the Bill of Quantities (wherever such rates/prices have been called for in the bids,) are found to be abnormally high or low in relation to the Engineers estimate of the cost of work to be performed under the Contract. Then NSPCL may require the bidder to produce detailed rate/prices analysis for any or all items of the Bill of Qualities to demonstrate the internal consistency of these rates/prices with the construction methods and schedule proposed. After evaluation of the rate/price analysis NSPCL may require that the amount of performance security be increased at the expense of the successful bidder to a level sufficient to protect NSPCL against financial loss in the event of default by the contractor under the Contract, if award is placed on recommended bidder".

Signature & Seal of the Bidder

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SPECIAL CONDITIONS OF CONTRACT-II

(These will supersede the relevant provisions of the General Conditions of Contract)

01. All the work shall be executed as per tender specifications scope of work and terms & conditions BOQ, CPWD specifications (if applicable) & as directed by the ENGINEER/OFFICER-IN-CHARGE.
 02. Materials to be supplied by the CONTRACTOR as per scope of work shall be of best quality and shall require approval of the ENGINEER-IN-CHARGE before use on works.
 03. The work shall be carried out with good engineering practices by deploying qualified manpower as per the instructions of ENGINEER-IN-CHARGE and in line with the technical specifications & BOQ. Regarding acceptance of quality of work executed, the decision of ENGINEER-IN-CHARGE shall be final and binding.
 04. The work shall be started immediately on receipt of written order and shall be carried out speedily with proper workmanship and quality. The work shall also be executed on Sundays / Holidays as per the requirement.
 05. Time is the essence of the contract and if the contractor fails to maintain required progress in terms of conditions of GCC or to complete the work and clear the site on or before the contract completion period provisions of Clauses of GCC "Compensation for delay" shall be applicable.
 06. The rate(s) are inclusive of all cost towards labour, materials erection, commissioning, duties, taxes transportation, storage, contingencies and all incidental items not specifically mentioned but reasonably implied and necessary to complete the work according to the contract.
 07. Price are firm and no escalation shall be paid due to any reason whatsoever unless otherwise specified.
 08. The CONTRACTOR will be paid one final bill/monthly RA bills as per actual measurement unless otherwise specified.
 09. The defect liability period for this work shall be **as per clause no. 9 of Terms & Conditions.**
 10.
 1. Security will be deducted from each R.A/Final bill which will be released after completion of work/defect liability period as per conditions of contract. If the Contracting agency submits a Bank guarantee in acceptable form to **NSPCL**, towards Contract. Performance Guarantee (CPG) as per the provisions of the contract on receipt and acceptance of the BG towards CPG, The security deposit shall not be recovered from the bills and EMD submitted shall be returned to the contracting agency.
 2. Security Deposit (SD) will be collected from the successful tenderer at the rates mentioned below. This may be recovered by deduction through running bills of the contractors and also by treating the earnest money paid at the time of tender as part of the security deposit.
- | S.No. | Contract Award Value | SD Amount (% of award value) |
|-------|---|-------------------------------------|
| 1 | Up to and including Rs. 2 lakh | 10% |
| 2 | More than Rs 2 lakh but not exceeding Rs 20lakh | 7.5% subject to Minimum Rs. 20000/- |
| 3 | More than Rs 20 Lakh | 5% subject to Minimum Rs. 1.5 Lakh |
11. Income Tax as per Income Tax Act 1961 & rules in force shall be deducted from contractors on account RA/Final bills unless exempted by Income Tax officer.

12. C.G. Trade tax/Works Tax as applicable shall be deducted from the CONTRACTOR'S on Running Account Bills by NSPCL, BHILAI which will be deposited to the CG Trade Tax.
13. General Conditions of Contract of NSPCL, BHILAI from a part of this contract irrespective of the fact whether it had been issued or not. If it is not issued, it shall be referred in our office.
14. The Contractor has to make his own arrangement for water supply and nothing extra shall be paid for the same. However, NSPCL, BHILAI may allow contracting agency to draw water from the nearest available piping network from a single point for bonafide use in the work.
15. Electric Power for work shall be supplied free of cost at one point only. However this shall be governed by General Conditions of Contract. The CONTRACTOR should approach ENGINEER-IN-CHARGE of the work for electric supply point and all electrical connection/ circuit shall be drawn only with his approval. In case of non-compliance of the above or in case of any mishap or accident the ENGINEER-IN-CHARGE shall deduct any amount (s) as compensation at his sole discretion.
16. NSPCL, will supply the spares (other than those in the scope of contractor), required for the work. However CONTRACTOR has to make arrangements to transport the spares from NSPCL, stores, if required NSPCL will arrange to issue and receive the spares from the stores the parts removed from machines/equipments should be accounted to the ENGINEER-IN-CHARGE after replacements with new spares.
17. The contracting agency shall set up a site office/establishment at NSPCL, BHILAI along with the necessary T&P, equipments and manpower etc. required for the job. If the progress of the work is found not satisfactory additional resources such as T&P equipments, men materials have to be mobilized as per the instructions of ENGINEER-IN-CHARGE.
18. The CONTRACTOR shall make payment not less than the prevailing minimum wages of C.G. Govt./Central Govt. to all the labours/employees complying with provision of Minimum. Wages Act and all other relevant Acts of C.G. Govt. /Central Govt. enforced from time to time by 10th instant of every month for the preceding month and will get necessarily witnessed by authorized representative of NSPCL,.

The final payment to the labour shall be made at the work site within 48 hours of the last working day and during normal times. However non-availability of NSPCL, BHILAI's authorised representatives on the due date of wages payment will not be reason for not making timely disbursement of wages to the labour by the CONTRACTOR.

The CONTRACTOR shall comply with all labour laws of C.G. Govt. / Central Govt. in vogue.

19. The CONTRACT shall have to comply with Provident Fund and misc. Provisions Act. as Applicable in the respect of the contract labour engaged by the CONTRACTOR. CONTRACTOR shall be required to furnish to NSPCL an affidavit as per standard format available in this regard. The CONTRACTOR shall also furnish as Indemnity Bond as per standard format available on non-judicial stamp paper of C.G. Govt. of adequate value, undertaking to keep NSPCL, BHILAI indemnified against all liabilities at all times arising out of non-compliance by the CONTRACTOR of any of the provisions of the Provident Fund & Misc. Provisions act as applicable.

20. The CONTRACTING agency shall submit a copy of Workmen Compensation (WC) policy to ENGINEER-IN-CHARGE prior to commencement of work.
21. The CONTRACTING agency shall submit a copy of wage sheet to Engineer-in-Charge for preceding month on or before 15th instant of current month regularly.
22. The CONTRACTOR has to supply all personal protective equipments to all the workers deployed for the work as per requirements and instruction of ENGINEER-IN-CHARGE failing which NSPCL, will provide the desired personal protective equipments to the workers and the cost of the same shall be deducted from their bills.
23. The successful bidder shall give preference to our land oustees for deployment as manpower. Contracting agency shall obtain list of Land Ousteers/Evictes/Local villagers from NSPCL, BHILAI for the deployment on job against unskilled category of labour to maximum extent.
24. For the contract value more than Rs. 1.0 lac the successful bidder will enter into an agreement with NSPCL, BHILAI on a non-judicial stamp of required value purchased from C.G. State. The date of formal agreement in no case will alter the date of start of the work.
25. As per the requirement of Company's Environmental Management System the following should be strictly complied with:
 - a) Before start of work you have to contract ENGINEER-IN-CHARGE for knowing environmental policy and concerned training needs for your personal.
 - b) You will ensure not create any harm to the environment during the execution of the contract.
 - c) Waste generated during the work should be properly segregated and disposed off in the identified areas only.
 - d) Any spillage of oil/grease will be cleaned then and there and waste should be disposed off to the specified areas only.
 - e) We solicit your help to keep the ENVIRONMENT CLEAN.
26. NSPCL, BHILAI reserves the right to terminate the contract in case the performance of the contractor is found unsatisfactory during the execution of the contract by giving short notice not exceeding seven days and call another agency to dismantle substandard quality work and complete the said work at the risk & cost of the original contracting agency and no claim whatsoever shall be entertained in this regard.
27. During the course of validity period of the contract NSPCL, BHILAI may assign the said contract to any other agency and said agency being the assignee shall operate the contract and engagement for the purpose of execution, supervision, payment extension/renewal etc. on same terms & condition of the contract and the CONTRACTOR shall have no right to raise any objection whatsoever on assignment of the contract by NSPCL, BHILAI as referred to above.

Signature & Seal of the Bidder

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UPDATED SAFETY CLAUSES

01. The Contractor shall ensure proper safety of all workman materials, plant and equipments belonging to him or to NSPCL, BHILAI or to other working at or near the site. The contractor shall also be responsible for Provision of all safety notices and safety equipment required both by the relevant legislation and the Engineer-In-Charge as he may deem necessary.
02. The CONTRACTOR will notify well in advance to the Engineer-in-Charge of his intention to bring to the site any container filled with liquid or gaseous fuel or explosive or petroleum substance or such chemicals which may involve hazards. The Engineer-in-Charge shall have the right to prescribe the condition under which container it is to be stored, handled and used during the performance of works and the contractor shall strictly adhere to and comply with such instruction. The Engineer-in-Charge shall have the right at his sole discretion to inspect any such container of such construction Plant/equipment for which material in the container is required to be used and if in his opinion its use is not safe he may forbid its use. No claim due to such prohibition shall be entertained by the owner/nor the owner shall entertain any claim of the contractor towards additional safety provisions/ conditions to be provided for /constructed as per Engineer-in-Charge's instruction, further any such decision of Engineer-in-Charge shall not, in any way absolve the contractor of his responsibilities an in case, use of such a container or entry thereof in to site area is forbidden by Engineer-in-Charge the CONTRACOR shall use alternative methods with the approval of Engineer-in-Charge without any cost implication to NSPCL, BHILAI or extension of work schedule.
03. Where it is necessary to provide and / or store petroleum products or mixtures and explosives the CONTRACTOR shall be responsible for carrying out such provisions and / or storage in accordance with the rules & regulations laid down under petroleum Act 1934 explosives Act 1948 and Petroleum and carbide of Calcium Manual published by the Chief inspector of Explosives of India. All such storage shall have prior approval of the Engineer-in Charge. In case any approval is necessary from the chief Inspector (Explosives) or any statutory authorities the CONTRACTOR shall be responsible for obtaining the same.
04. All equipments used in construction & erection by CONTRACTOR shall meet Indian & International all standards and where such standards do not exist the CONTRACTOR shall ensure these to be absolutely safe. All equipments shall be strictly operated and maintained by the CONTRACTOR in accordance with manufacturers operation Manual & Safety instructions and as per Guidelines/rules of NSPCL, BHILAI in this regard.
05. Periodical Examination and all test for all lifting/hoisting equipment & tackles shall be carried out in accordance with relevant provisions of Factories Act 1948. Indian Electricity Act. 1910 and associated Laws/rules in force from time to time. A register of such examination and tests shall be properly maintained by the CONTRACTOR and will be promptly produced as and when desired by Engineer-in-Charge or by the person authorised by him.
06. The CONTRACTOR shall be fully responsible for the safe storage of his sub-contractor's radioactive sources in accordance with BARC/DAE and other applicable provisions. All precautionary measures stipulated by BARC/DAE in connection with use storage and handling of such material will be taken by CONTRACTOR.

07. The CONTRACTOR shall provide suitable safety equipment of prescribed standard to all employees and workman according to the need as may be-directed by Engineer-in-Charge who will also have right to examine these safety equipments to determine their suitability reliability, acceptability and adoptability.
08. Where explosives are to be used the same shall be used under the direct control and supervision of expert, experienced, qualified and competent person strictly in accordance with code of practices/rules Framed under Indian Explosives act pertaining to handling storage and use of the explosives.
09. The CONTRACTOR shall provide safe working condition to all workman and employees at the site including safe means of access railings, stairs, ladder, scaffoldings etc. The Scaffoldings shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality materials only shall be used by the CONTRACTOR.
10. The CONTRACTOR shall not interfere or disturb electric fuses, wiring or electrical equipment.
11. Before the CONTRACTOR connects any electrical appliances to any plug or socket belonging to the other CONTRACTOR or owner he shall:
 - a) Satisfy the Engineer-in-Charge that the appliance is in good working conditions.
 - b) Inform the Engineer-in-Charge of the maximum current rating voltage and phases of the appliances.
 - c) Obtain permission of the Engineer-in-Charge detailing the sockets to which the appliances may be connected.
12. The Engineer-in-Charge will not grant permission to connect until he is satisfied that:-
 - a) The appliances are in good condition & are fitted with a suitable plug.
 - b) The appliances are fitted with a suitable cable having to earth conductors one of which shall be an earthed metal sheath surrounding the cores.
13. No electric cable in use by the CONTRACTOR /Owner will be disturbed without prior permission no weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
14. No repair work shall be carried out on any live equipment. The equipment must be declared safe by Engineer-in-Charge and a permit to work shall be issued by Engineer-in-Charge before any repair work is carried out by the CONTRACTOR. While working on electric lines /equipments whether alive or dead suitable type & sufficient quantity or tools will have to be provided by CONTRACTOR to electrician/workman/officers.
15. The CONTRACTOR shall employ necessary number of qualified full time electricians/electrical supervisors to maintain his temporary electrical installations.

16. The CONTRACTOR employing more than 250 workman whether temporary, casual, probationer, regular or permanent or on contract shall employ at least one full time officer exclusively as Safety Officer to supervise safety aspects of the equipments and workman who will coordinate with the project safety officer. In case of work being carried out through subcontractor, the sub-contractor's workman/ employees will also be considered as the contractor's employees /workman for above purpose. The name & address of safety officer of contract will be promptly informed in writing to Engineer-in-Charge with a copy to safety Officer-in-Charge before he starts work or immediately after any change of the incumbent is made during currency of contract.
17. In case of any accident occurs during the construction /erection or other associated activities undertaken by the contractor thereby causing any minor or major or fatal injury to his employees due to any reason whatsoever, it shall be the responsibility of the contractor to promptly inform the same to NSPCL, BHILAI Engineer-in-Charge in prescribed form and also to all the authorities envisaged under the applicable laws.
18. The Engineer-in-Charge shall have the right at his sole discretion to stop the work if in his opinion the work is being carried out in such a way that may cause accidents and endanger the safety of persons and /or property and or /equipments. In such cases the contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The CONTRACTOR after stopping specific work can if felt necessary appeal against the order of stoppage of work to the **BUSINESS UNIT HEAD, NSPCL, BHILAI** within 8 days of such stoppage of work and decision of BUH in this respect shall be conclusive and binding on the CONTRACTOR.
19. The CONTRACTOR shall not be entitled for any demurrages / compensation for stoppage of work due to safety reasons as provided above and period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for any waiver or levy of liquidated damages.
20. The contractor shall follow and comply with all **NSPCL, BHILAI** Safety Rules relevant provisions of applicable laws pertaining to the safety of workman, employee's plant and equipment as may be prescribed from time to time without any demur protest or contest or reservation. In case of any unconformity between statutory requirement and NSPCL-BHILAI safety rules referred above the latter shall be binding on the CONTRACTOR unless the statutory provisions are more stringent.
21. If the contractor fails in providing safe environment as per **NSPCL-BHILAI** safety rules or continues the work even after being instructed to stop work by Engineer-in-Charge as provided above the CONTRACTOR shall promptly pay to **NSPCL, BHILAI** on demand by the owner compensation @ RS. 5000/- per day or part thereof till the instructions are complied with and so certified by Engineer-in-Charge. However in case of accident taking place causing injury to any individual the provisions shall apply in addition to compensation mentioned in the following para.

22. If the CONTRACTOR does not take any safety precautions and /or fails to comply with the Safety Rules as prescribed by NSPCL, BHILAI or under the applicable laws for the safety of the equipments or personnel and the CONTRACTOR does not prevent hazardous condition which cause injury to his own employees or employees of other contractors or NSPCL'S employee or an other person who are at site or adjacent there to the contractor shall be responsible for payment of compensation to NSPCL, BHILAI as per the following schedule.
- | | | | |
|-----|---|---|---------------------------|
| (a) | Fatal injury or accident causing death | : | Rs. 1,00,000/- per person |
| (b) | Major injuries or accident causing 25% or more permanent disablement to workman or employees. | : | Rs 20,000/- per person |
- These are applicable for death injury to-any person whatsoever.
23. Permanent disablement shall have same meaning as indicated in workman's Compensation Act. The Compensation mentioned above shall be in addition to the compensation payable to the workman/employees under the relevant provisions of the workman's compensation Act and rules framed there under or any other applicable laws as applicable from time to time. In case the owner is made to pay such compensation then the contractor is liable to reimburse the owner such amount in addition to the compensation indicated above.
24. If the contractor observes all the Safety Rules and codes Statutory Laws & Rules during the currency of contract awarded by the owner and no accident occurs then NSPCL, BHILAI may consider the performance of the contractor and award suitable ACCIDENT FREE SAFETY MERITORIOUS AWARD as per scheme as may be announced separately from time to time.
25. Failure to comply with model rules for labour welfare and to grant maternity benefits to female workers shall make the contractor liable to pay to the corporation as liquidated damages an amount not exceeding Rs 50/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the inspecting Officers as defined in the contractor's Labour Regulation as appended to these conditions shall be final & binding and deductions for recovery of such liquidated damages may be made from any amount payable to the contractor.

NOTE : -

Safety code of GCC is superseded by NSPCL, BHILAI Safety Rules for Construction and Erection 1988 as amended from time to time.

Signature & Seal of the Bidder

SR.MGR (CS)

Bid Number: [GEM/2024/B/4668883](#)

Bid Status: Active

Bid Validity (From End Date): 180 (Days)

Competent Authority Document: [View](#)

Bid Start Date / Time: 01-04-2024 10:41:17

Bid End Date / Time: 30-05-2024 15:00:00

Bid Opening Date / Time: 30-05-2024 15:30:00

Contract Duration: 2 Year (S)

Consignees / Reporting Officer / Delivery Location(S)

EMD: Required Track EMD

Average Turn Over of Last 3 Years: Lakh (s) **Experience with Gov. Required:** Year (s) **Project Experience Required:** No
