

Bridge And Roof Co. (India) Ltd.
(A Government of India Enterprise)
2/1, Russel Street, Kolkata – 700 071

Notice Inviting Tender (NIT)

NIT NO. : BANDR/NTPC/61042/TOPO/NIT/SC/02

DATED: 20.09.2025

Sealed Tenders are invited from reputed and experienced Agencies for “**Carrying out Topographical Survey of Two Blocks viz. Plot-10 And Plot- 11 for establishment of 300MW Solar PV plant in each block in connection with Balance Of System (BOS) Package For Development Of 1200 MW (4x300 MW Blocks) ISTS Connected Solar PV Projects At NTPC REL Khavda Re Park-South Block In Rann Of Kutchh, Gujarat**” as per terms and conditions and specifications in the Tender Documents.

The Due date of submission of Tender is **26/09/2025**.

ISSUED BY:

For Bridge & Roof Co. (India) Ltd.

(Suvankar Sarkar)

Manager

MASTER INDEX

Sl. No.	Item Description	Annexure / Enclosure Details
1	NOTICE INVITING TENDER (NIT)	
2	SALIENT INFORMATION	: ANNEXURE –A
3	INSTRUCTION TO TENDERERS	: ANNEXURE – B
4	CHECKLIST OF DOCUMENTATION/INFORMATION AND CONIRMAION OF TENDER	: ANNEXURE – C
5	GENERAL CONDITIONS OF CONTRACT	: ANNEXURE – I
6	SPECIAL CONDITIONS OF CONTRACT	: ANNEXURE –II
7	RESPONSIBILITY MATRIX : ACTIVITY WISE / SITE INFRASTRUCTURE	: APPENDIX – I
8	TIME SCHEDULE	: APPENDIX – II
9	TERMS OF PAYMENT	: APPENDIX – III
10	TECHNICAL SPECIFICATION (enclosed)	: ANNEXURE – III
11	SCHEDULE OF QUANTITIES AND RATES	: APPENDIX- IV
12	TECHNO COMMERCIAL QUESTIONNAIRE	: APPENDIX -V
13	FORMAT FOR CERTIFICATE OF DECLARATION FOR CONFIRMING THE KNOWLEDGE OF SITE CONDITIONS	: APPENDIX -VI
14	FORMAT FOR DECLARATION AGAINST TECHNICAL SPECIFICATIONS	: ANNEXURE – VII
15	NO DEVIATION CERTIFICATE	: ANNEXURE – VIII
16	AFFIDAVIT CUM DECLARATION FOR D.G.S & D. / MSME / NSIC / SSI REGISTERED PARTIES	: ANNEXURE-IX

ANNEXURE-A

SALIENT INFORMATION

- | | | |
|----|-----------------------------------|--|
| 1. | OWNER | NTPC Renewable Energy Ltd |
| 2. | TENDER FEE | Rs.1000/- Plus (+) 18% GST = Rs.1180/- (Rupees One Thousand One Hundred Eighty Rupees Only)payable by DD/Pay order/ (subject to realization)and drawn on any nationalized bank, in favour of 'Bridge Roof Co. (India) Ltd' Payable at Kolkata |
| 3. | EARNEST MONEY DEPOSIT | Rs. 15000/- (Rupees Fifteen Thousand only) payable by DD/Pay order/ (subject to realization)and drawn on any nationalized bank, in favour of 'Bridge Roof Co. (India) Ltd' Payable at Kolkata

DGS&D/MSME/NSIC/SSIC Registered for "Civil Works" as well as "Work Contract Services" only are exempted from submission of Tender Fee & EMD. |
| 4. | LAST DATE OF SUBMISSION OF TENDER | 26.09.2025 at 5:00 P.M. (IN HARDCOPY ONLY) |
| 6. | VALIDITY PERIOD OF TENDER | 30 (Thirty) days from the date of submission of Tender |
| 7. | TENDER TO BE SUBMITTED TO | Bridge And Roof Co. (I) Ltd.
C/O NTPC REL
4.75 GW Energy Park at 30 GW Khavda Solar Park, South Block,Rann of Kutchh, Gujarat

Contact Person:
1) Sri Suvankar Sarkar (Manager) (Mob. No.- 8668710952)
Email: sarkar.suvankar@bridgeroof.co.in
2) Sri Sanjiv Mondal (AGM (ELEC)-II) (Mob. No.- 8921728311) |
| 8. | COMPLETION PERIOD | (01) One months from the date of LOI. |

For & on behalf of the Tenderer

ANNEXURE-B

INSTRUCTION TO TENDERERS

1. The cost of one set of Tender Document and Tender processing fee is **Rs.1000/- Plus (+) 18% GST = Rs.1180/- (Rupees One Thousand One Hundred Eighty Rupees Only)** which the Tenderers must submit along with the Techno Commercial Part of their Offer in the form of Bank DD / Pay Orders / At par Cheque (subject to realization) drawn on any Nationalized Bank in favour of Bridge & Roof Co. (I) Ltd., payable at Kolkata. The payment in any other form(s) will not be acceptable.

The Offer must be accompanied with an account payee Demand Draft / Pay Order / At Par Cheque (subject to realization) of Nationalized Bank for Rs. **15000/- (Rupees Fifteen Thousand Only)** towards Earnest Money Deposit (E.M.D.) drawn in favour of "BRIDGE & ROOF CO. (INDIA) LTD." and payable at Kolkata. E.M.D. in any other form will not be accepted. Offers not accompanied with the E.M.D. and Tender Fee are liable to be rejected without assigning any reasons thereof. No interest or bank charges/expenses will be payable against E.M.D.

The EMD of unsuccessful bidders will be refunded / returned after finalization of Tender or the expiry of the Tender validity Period whichever is earlier. Unless otherwise stated elsewhere in Tender Document, the EMD of successful bidder(s) will be kept as initial security deposit after awarding of the job which will be returned after expiry of defect liability period without any interest.

The successful Tenderer shall accept the LOI within 7 (seven) days from receipt of the same, failing which the award of work may be liable to be cancelled.

However, DGS&D / MSME / NSIC / SSIC Registered (Registered for "Electrical Works" as well as "Work Contract Service" only are exempted from submission of Tender Fee & EMD for which they have to submit **the Notarised Copy of the valid registration certificate along with Affidavit cum Declaration in Non-Judicial Stamp Paper of value INR 120.00 in Co.'s aforesaid format in Techno-Commercial Part of the Tender.**

2. **Each tender shall comprise of the 2 (two) parts as under (No Soft Copy submission will be acceptable) :**

PART-I : Tender Fee+ EMD + Power of Attorney who has signed the Bid + Techno-Commercial Terms and Conditions alongwith Documents/Credentials towards prescribed Qualification Criteria & No Deviation Certificate in Bidder Letter Head in Co.'s prescribed format (Annexure V), Certificate of Declaration for confirming the knowledge of Site condition, Declaration against technical Specifications in Bidder Letter Head in prescribed format (Annexure V & VI).

PART-II : Price bid

Each part shall be inserted in 2 (two) separate covered envelope duly super scribing nomenclature of the respective parts and then all the 2 (two) envelopes shall be inserted in a envelope and shall be submitted after seal as one unit with super scribing. – **Offer for Name of the Tender (NIT No BANDR/NTPC/61042/TOPO/NIT/SC/02)**

3. **Bidder qualification Criteria:**
Bidders, meeting the following Qualifying parameters as per details mentioned below, only need apply:

A. Minimum value of similar work (Ref. Note below) successfully executed during last **7 (Seven) years** with copy of Work Order / LOI and completion certificate with value or value of work executed up to March'2019 should be either of the following:

One Similar Completed Works costing not less than **Rs 24.00 Lakhs**

OR

Two Similar Completed Works each costing not less than **Rs 15.00 Lakhs**

OR

Three Similar Completed Works each costing not less than **Rs 12.00 Lakhs**

The above values of completed contract(s) shall be exclusive of GST.

Note:

1. "SIMILAR WORK" SHALL MEAN "TOPOGRAPHICAL SURVEY WORK RELATED TO SOLAR PLANT, ENERGY OR OIL & GAS SECTOR WHERE CONTRACT ISSUED UNDER ONE AGREEMENT BY GOVERNMENT / PSU / PSE / PRIVATE LIMITED ORGANISATIONS / POWER SECTOR / ENERGY SECTOR"
2. IN CASE OF DIFFERENT WORK ORDER/PURCHASE ORDER HAVING SAME SCOPE OF WORK IN SAME PROJECT HAVE BEEN EXECUTED BY A BIDDER, CUMULATIVE VALUE OF SUCH COMPLETED WORK ORDER / PURCHASE ORDER MEETING THE SIMILAR WORK SHALL ALSO BE CONSIDERED FOR THE PURPOSE OF EVALUATION.
3. "COMPLETED" MEANS THAT WORK OF ABOVE VALUE (EXECUTED GROSS VALUE) OR TILL GROSS VALUE OF WORK EXECUTED (IN CASE OF RUNNING WORK) SHOULD HAVE BEEN COMPLETED ENDING LAST DAY OF THE MONTH PREVIOUS TO THE ONE IN WHICH BIDS ARE INVITED.
4. SUBSTANTIAL COMPLETION SHALL BE BASED ON 80% (VALUE WISE) OR MORE WORKS COMPLETED UNDER THE CONTRACT.
5. THE VALUE OF EXECUTED WORKS MAY BE BROUGHT TO CURRENT COSTING LEVEL BY ENHANCING THE ACTUAL VALUE OF WORK AT SIMPLE RATE OF 7% PER ANNUM, CALCULATED FROM THE ENDING LAST DAY OF THE MONTH PREVIOUS TO THE ONE IN WHICH THE APPLICATION IS INVITED.
6. IF THE QUALIFYING WORK IS COMPLETED IN THE 7 YEARS PERIOD AS SPECIFIED ABOVE, EVEN IF IT HAS BEEN STARTED EARLIER, THE SAME WILL ALSO BE CONSIDERED TO MEET THE REQUIREMENT.
7. EXPERIENCE SHOULD BE IN THE NAME OF THE BIDDING COMPANY ONLY AND NOT IN THE NAME OF SUBSIDIARY / ASSOCIATED / GROUP COMPANY ETC.
8. HOWEVER, FOR CONTRACTS UNDER WHICH THE APPLICANT PARTICIPATED AS A JOINT VENTURE MEMBER, ONLY THE APPLICANT'S SHARE BY VALUE SHALL BE CONSIDERED TO MEET THE REQUIREMENT.
9. FOR DEMERGED ENTITIES (BY VIRTUE OF A CORPORATE RESTRUCTURING EXERCISE ETC,) SHALL BE PERMITTED TO USE CREDENTIALS OF ORIGINAL / PARENT ENTITY TO SATISFY THE ELIGIBILITY CRITERIA IN THE TENDERS, AT LEAST, FOR INITIAL FIVE YEARS FROM THE INCORPORATION OF THE DEMERGED ENTITIES.
10. EXPERIENCE SHOULD BE IN THE NAME OF THE BIDDING COMPANY

AND NOT IN SUBSIDIARY / ASSOCIATE COMPANY / GROUP COMPANY ETC. HOWEVER, FOR CONTRACTS, UNDER WHICH THE APPLICANT PARTICIPATED AS A JOINT VENTURE MEMBER, ONLY THE APPLICANT'S SHARE BY VALUE SHALL BE CONSIDERED TO MEET THIS REQUIREMENT.

Notarized copy of Completion Certificate mentioning Executed Value of Work & Date of Completion along with corresponding LOI/WO duly certified by clients from an officer not below the rank of EE or equivalent, substantiating the above mentioned criterion under Sl. No. 12.1 as well as value of work to be submitted.

"Completed" means that work of above value (Executed Gross Project Value) or till Gross Project Value of Work executed (in case of running work) should have been completed ending the previous day of last date of Tender submission.

- B. Average Annual Financial Turnover during the **last 03 (Three) years ending 31.03.2025** should not be less than the amount equal to **Rs. 9.00 Lakhs**. Copy of Audited Balance Sheet(s) alongwith Turnover Certificate duly signed by Chartered Accountant with his / her Seal, Signature & Registration Number for last 03 (Three) financial years ending 31.03.2025 to be submitted. The year in which no Turnover is shown, would also be considered for working out the average. Turnover should be of the Bidding Company and not for Subsidiary / Associate Company / Group Company etc.

4. Bidder should have to submit.

- I. Constitutional status i.e. to specify whether proprietary or partnership firm etc. with documentary evidence.
- II. List of Work Orders and Completion Certificates & other credentials for similar work (Ref. Sl. No. 3.a)) during last 7 (seven years).
- III. ITR for Last three (03) Financial years viz. 22-23,23-24 & 24-25.
- IV. Photocopy of PAN card issued by Income Tax Authority.
- V. P.F. / ESI Registration Certificate (If not registered with PF/ESI Department , successful Bidder must take Registration within one month from the date of award)
- VI. GST Registration Certificate.[Note : Bidder should submit the copy of latest filed Monthly / Quarterly GSTR-3B return as GST clearance certificate along with GST Registration certificate with bid document failing which their offer will not be considered for further evaluation.]
- VII. Average Annual Financial Turnover during the **last 03 (Three) years ending 31.03.2025**
- VIII. Litigation history (if any) in last 5 years.
- IX. Proposed site organogram.
- X. Un-priced copy of price bid clearly indicating the items for which bidder's have quoted.
- XI. No Deviation Certificate.
- XII. Notarized copy of MSME/NSIC certificate (if any)

- C. Joint venture / Consortium will not be accepted.

- 5 The tenderers should quote their price in the prescribed format furnished in ANNEXURE-IV (**Price Bid**) both in figure and words and in case of inconsistency; the lower ones will be taken as correct.
- 6 The Tender Document duly completed in all respect shall be signed and stamped by the Tenderers on each page and shall be forwarded under cover of a letter on their Letter-head duly sealed.
- 7 The complete tender will be submitted in a sealed cover on or before the last date of submission indicated elsewhere.
- 8 The Tenderer's offers should be kept valid for acceptance for a period of 30 days from the last date of submission of the tender or such extended period as the Tenderers may agree as per the Company's request. The Tenderer shall not be entitled within the period of 30 days to revoke or cancel or vary the Tender given or any item thereof, without the consent of B&R. In case Tenderer revoke or cancel or varies his Tender in any manner without the consent of B&R, within this period, his earnest money will be forfeited.
- 9 The Company reserves absolute rights to accept or cancel any or all the Tenders without assigning any reasons thereof and mode as shall be deemed fit and necessary by us.
- 10 Bid Opening & Evaluation
Bids shall be opened in camera.
- 11 Company (BANDR) reserves the right to split the total quality work according to its own convenience and suitability. Under such eventuality the following shall be affected unconditionally :-
 - a) Completion Time shall be suitably reduced.
 - b) The Quoted Prices/rates for each item shall remain firm & fixed and valid till the completion of the contract and shall not attract any escalation for any reason whatsoever.

For and on behalf of tenderer

ANNEXURE - C**CHECKLIST OF DOCUMENTATION / INFORMATION AND
CONFIRMATION BY TENDERER**

A Have you enclosed the following documents with your offer? Please check and Tick accordingly.

1.	TENDER FEES.	YES		NO	
2	STAMPED & SIGNED ALL THE PAGES OF THE "ORIGINAL" TENDER AS A TOKEN OF YOUR UNEQUIVOCAL ACCEPTANCE.	YES		NO	
3	QUOTED / SUBMITTED ON PRICE EXACTLY AS PER TENDER SCHEDULE.	YES		NO	
4	DOCUMENTARY EVIDENCES MEETING QUALIFICATION CRITERIA AS PER TENDER (I.E. CREDENTIAL DOCUMENTS).	YES		NO	
5.	PHOTOCOPY OF REGISTRATION CERTIFICATE OF PF/ESIC/ PAN AND IT RETURN SUBMISSION FOR LAST THREE YEARS.	YES		NO	
6	PHOTOCOPY OF REGISTRATION CERTIFICATES OF GOOD & SERVICES TAX ALONG WITH GSTR-3B	YES		NO	

FOR AND ON BEHALF OF THE TENDERER

GENERAL CONDITIONS OF CONTRACT

Definition of Terms :

The various terms appearing in the Tender Document shall have the following meaning unless they are repugnant to the context otherwise.

- a) **COMPANY** : Bridge & Roof Co.(India) Ltd. having its Registered Office at Kankaria Centre, 5th Floor, 2/1, Russel Street, Kolkata -700071.
- b) **OWNER** : **NTPC REL**
- c) **TPIA** : **NIL**
- d) **BIDDER/TENDERER** : **The firm/party who shall tender quotation to the Company.**
- e) **CONTRACTOR** : The Bidder whose quoted offer will be accepted, either in full or in part, by the Company.
- f) **WORK(s)** : Jobs that are to be executed by the Contractor as awarded to him by the Company.
- g) **WORK ORDER/CONTRACT** : The formal letter/notification issued to the Contractor awarding the work(s) in full or in part by the Company together with the applicable terms and conditions etc. as are finally and mutually agreed to between the Company and the Contractor.
- h) **SITE/WORK SITE** : The premises where the work will be executed by the Contractor and shall include the lands, buildings, structures etc. erected thereupon.
- i) **ENGINEER-IN-CHARGE** : The Officer/Engineer nominated and authorized by the Company for the time being for the purpose of operating the Contract or any work covered there under.
- j) **ACCEPTING AUTHORITY** : The Chairman And Managing Director of the company

1 SCOPE OF WORK :

The work to be carried out under this contract shall, except as otherwise provided anywhere in the condition, include all labour, materials, tools, plants, equipments and transport which may be required in preparation of and for and in the full and entire execution and completion of the works.

2 SCHEDULE OF RATES & QUANTITIES :

The quantum of work given in the Schedule of Rates & Quantities are only indicative and are subject to variation either individually or conjointly for which no revision in contractor's quoted rate shall be admissible i.e. quoted rates/prices shall remain valid irrespective of actual quantities to be executed.

3 INSPECTION OF SITES :

The Bidder shall visit and inspect the site and its surroundings and shall satisfy himself before submitting his quotation as to the nature of the ground and sub soil (so far as is practicable) the form and nature of the site and nature of work and materials necessary for the execution of the work, 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 quotation. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

GENERAL CONDITIONS OF CONTRACT**4 SUFFICIENCY OF QUOTATION**

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

5 RETENTION MONEY

Nil.

6 DEVIATION/VARIATIONS

The Engineer-in-Charge shall have power (i) to make alterations 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 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 by the Engineer-in-Charge and such alterations, omissions, additions or substitutions 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.

7 SUSPENSION OF WORK

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 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 that behalf by the Engineer-in-Charge.

8 COMPLETION TIME

Time of completion of the works is the essence of the contract and Contractor shall strictly follow and adhere to the completion schedule as specified or as to be prepared and handed over to the Contractor by the Engineer-in-Charge after notification of acceptance of tender. The execution of the works shall commence within a reasonable period as to be decided by the Engineer-in-Charge from the date of issue of instruction to commence the work or from the date of handing over of the site whichever is later but not exceeding 10 (ten) days. If the Contractor commits default in commencing the execution of work as aforesaid, Company shall without prejudice to any other right or remedy be at liberty to take any actions which it shall deem fit and proper against the Contractor.

9 DELAY IN EXECUTION OF WORKS

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 lock out, affecting any of the trades employed on the work, or
- (e) delay on the part of other contractors 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) non-availability or break-down of tools & plants to be supplied or supplied by Company, or
- (h) any other cause which, in the absolute discretion of Engineer-in-Charge, is found as

GENERAL CONDITIONS OF CONTRACT

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.

10 TOOLS, PLANTS & EQUIPMENTS:

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 other than those which are to be supplied by the company and specifically mentioned elsewhere in the Tender Document.

- 10.1 If the Contractor requires any item of T&P on hire from the company, the Company will, if such item is available, hire it to the Contractor at a rate to be fixed by the Engineer-in-Charge.
- 10.2 If at any time Company's T&P has not worked at all during a day except for a breakdown or has worked for less than eight hours during a day, the Contractor shall be charged for one working day.
- 10.3 If any item of Company's T&P has stopped working on account of break-down 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.
- 10.4 The Contractor shall be responsible for care and custody of Company's T&P (including employment of guards) 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 risks) 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.
- 10.5 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.
- 10.6 If B&R/NTPC REL T&P are given to the Contractor on hire for execution of the work through the Company, the same charges/rents as would be levied on the Company shall be charged for hiring of T&P from B&R/NTPC REL will also apply in the case of the Contractor without any alteration.

11 MATERIALS

The Contractor shall at his own expense, provide all materials required for the work other than those which are to be supplied by the Company and specifically mentioned elsewhere in this Tender Documents.

- 11.1 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 him that the materials so comply.
- 11.2 The Contractor shall, at his own expense and without delay, supply to the Engineer-in-Charge samples of materials proposed to be used in the works. The Engineer-in-Charge shall within seven days of supply of samples or within such further period as he may require intimate to the Contractor in writing/inform the Contractor 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 specification laid down in the Contract.

GENERAL CONDITIONS OF CONTRACT

- 11.3 The Engineer-in-Charge shall have full powers to require removal of any or all 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 arrange to supply by other means. All costs, which may attend upon such removal and/or substitution shall be borne by the contractor.
- 11.4 All charges on account of transportation, octroi, terminal or sales tax and other duties on materials obtained for the works from any source (including materials supplied by the Company) shall be borne by the Contractor.
- 12 **MATERIALS SUPPLIED BY COMPANY:**
- 12.1 Contractor shall submit to the Company from time to time as directed by Engineer-in-Charge or on completion, the reconciliation statement in the proforma and manner to be specified by Engineer-in-Charge, showing thereon the consumption of materials issued to the Contractor by the Company for incorporation and fixing in the works including preparatory work. Permissible wastage allowance for material appropriation shall be same as to be approved by Engineer-in-Charge. Cost of any wastage beyond permissible limit shall be charged to the Contractor at the rates as to be decided by the Engineer-in-Charge. In all cases, however, the Contractor shall, at his expenses, return the wastage/surplus materials to the Company at the place of issue.
- 12.2 In case, any materials are supplied by the Company to the Contractor on chargeable basis/issue rates, the following provisions will apply :
- i. For the materials 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 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, 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 are available at site.
 - ii. 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 of fixing materials in the works including all preparatory work of whatever description as may be required.
 - iii. All materials issued to the Contractor by the Company for incorporation or fixing in the works (including preparatory work) shall, on completion or on foreclosure 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.
 - iv. Surplus materials in acceptable sizes returned by the Contractor shall be credited to him by the Engineer-in-Charge at rates not exceeding those at which rates 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 custody of the contractor.
 - v. 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, 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 double the issue rates.
- 12.3 Materials required for the works, whether brought by the Contractor or supplied by the Company, shall be stored by the Contractor only at places approved by the Engineer-in-Charge, storage and safe custody of materials shall be the responsibility of the Contractor.

GENERAL CONDITIONS OF CONTRACT

- 12.4 Company's officials concerned with the contract shall be entitled at any time to inspect and examine any materials intended to be 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.
- 12.5 All materials brought to the site shall become and remain the properties of the Company and shall not be removed off the site without the prior written approval of the Engineer-in-Charge. But wherever the works are finally completed and advance if any, in respect of any such materials is fully recovered, the Contractor shall at his own expense forthwith remove from the site all surplus materials originally supplied by him and upon such removal, the same shall remain in and become the property of the Contractor.
- 13 **LABOUR**
- The contractor shall employ labour in sufficient numbers to maintain the required rate of progress and 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 fifteen years of age.
- 13.1 The Contractor shall furnish to the Engineer-in-Charge at the regular intervals, 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 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 of Rules made there under and the amount paid to them.
- 13.2 The Contractor shall pay to labour employed by him wages not less than fair wages as defined in the Contract Labour Regulation & Abolition Act.
- 13.3 The Contractor shall in respect of labour employed by him comply with or cause to be complied with the Contract Labour Regulation Act in regard to all matters provided therein.
- 13.4 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 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.
- 13.5
- a) The Contractor shall be liable to pay his contribution and the Employee's 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 Employee's 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 and amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.
- b) The contractor must obtain, within the quoted rates, individual codes in respect of Employees Provident Fund (EPF). Details of individual codes obtained by contractor are to be submitted to the company for entry pass for his workers & Employees and shall deposit the EPF amount deducted from his workers & employees along with employer's contribution the Provident Fund and Challans to be submitted along with Running Account Bill to facilitate release of payment.
- 13.6 The Engineer-in-Charge shall on a report having made by an Inspecting Officer as defined in the Contract Labour Regulation Act have the power to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfilment of the Conditions of Contract for the benefit of

GENERAL CONDITIONS OF CONTRACT

workers, non-payment of wages or of deduction made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Contract Labour Regulation Act and Rules framed there under.

- 13.7 In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Contract Labour Regulation Act, as amended from time to time or furnishing any information of submitting or filling any Form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting Officer as defined in the Contract Labour Regulation Act, the Contractor shall without prejudice to any other liability pay to the Company a sum as applicable as per prevailing rules as liquidated damages for every default, breach or furnishing, making, submitting, filling 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 for each day of default subject to a maximum 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.
- 13.8 The Contractor shall at his own expense with or cause to be complied with Model Rules for Labour Welfare 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 arrangement as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.
- 13.9 The Contractor shall at his own expense arrange for the safety provisions 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.
- 13.10 Failure to comply with Model Rules for Labour Welfare, 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 as applicable as per prevailing rules 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 Contract Labour Regulation Act 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.
- 14 **POSSESSION OF SITE BY CONTRACTOR**
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 the 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 the licensor :
- i. That he shall pay a nominal license fee per year or part of a year for use and occupation, in respect of each and every separate area or 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.

GENERAL CONDITIONS OF CONTRACT

- 14.1 The Contractor shall provide, if necessary or if required on the site, all temporary access thereto and shall alter, adopt 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 damages done to the site.
- 15 **SETTING OUT WORKS**
The Engineer-in-Charge shall supply drawings, levels and other information necessary to enable the Contractor to 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 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 benchmarks used in setting out the works till end of the Defects Liability period unless the Engineer-in-Charge directs their removal.
- 16 **MATERIALS OBTAINED FROM EXCAVATION**
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.
All fossils, coins, articles of value of 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.
- 17 **WATCHING & LIGHTING**
The Contractor shall provide and maintain at his own expense 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 these employed on the works or the public.
- 18 **CONTRACTOR'S SUPERVISION**
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, then 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 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 suitable agent is appointed and the Contractor shall be held responsible for the delay so caused to the works.
- 19 **INSPECTION & APPROVAL**
All works embracing more than one process shall be subject to examine & 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.
- 19.1 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 of foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer-in-Charge or his authorized 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.
- 19.2 TPIA/NTPC REL/B&R representatives concerned with the Contract shall have powers at any