

1.0 Project Name : **Proposed III Storied (foundation VII) Co-Working Building for HIDCO at Action Area IIE, New Town Kolkata**

2.0 PROJECT INFORMATION

Project : PROPOSED III STORIED (FOUNDATION VII) CO-WORKING BUILDING
FOR HIDCO AT ACTION AREA IIE, NEW TOWN KOLKATA

The Employer : West Bengal Housing Infrastructure Development Corporation Limited, (WBHIDCO),
“HIDCO BHABAN”,
Premises No. 35-1111;
Major Arterial Road, 3rd. Rotary;
New Town, Rajarhat,
Kolkata – 700 156

Brief scope of the work : R.C.C. pile Installation with Pile Cap, Super-structure with finishing works and allied other works including MEP Services up to 3 Storied level having Foundation of 7 Storied Building.

Extent of Site : As per the Site Plan attached with the document.

Location of Site : New Town, Rajarhat, Kolkata – 700 156.

Existing Conditions : (To Be Verified By Contractor)

Terrain : Plain as per site.

Nature of Soil : As per existing site conditions.

3.0 **NOTICE INVITING TENDER****Memo. No. : 701/HIDCO/GM(E)-III/10/NleT-22/19-20****Dated : 24/10/2019.**

Notice Inviting e-Tender No. **WBHIDCO/GM(E)-III/Bldg./NleT- 22 /2019-2020** of the General Manager (Engg.)- III, WB HIDCO, invites e-tender for the work detailed in the table below. (Submission of Bid through **online**). List of Schemes :

Sl No.	Name of the work	Estimated Amount (Rs.)	Earnest Money (Rs.)	Price of Technical & Financial Bid documents and other annexure (Rs.)	Period of Completion	Name of the Concerned Officer	Eligibility of Contractor
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	PROPOSED III STORIED (FOUNDATION VII) CO-WORKING BUILDING FOR HIDCO AT ACTION AREA IIE, NEW TOWN KOLKATA	Rs. 58,72,81,072.00 (Rupees Fifty Eight Crore Seventy Two lakh Eighty One thousand and Seventy two only)	Rs. 1,17,45,621.00 (Rupees One Crore Seventeen Lakh Forty Five thousand Six hundred and Twenty One) only to be submitted in the form of Bank Draft / Pay Order from Nationalized Bank in favour of WB HIDCO Ltd. payable at Kolkata.	Rs. 15000.00 (Rupees fifteen thousand) only) to be submitted in the form of Bank Draft / Pay Order from Nationalized Bank in favour of WB HIDCO Ltd. payable at Kolkata.	21 (Twenty one) months from the date of commencement.	General Manager (Engg) - III, WB HIDCO	i)Intending Bidders should produce credentials of a similar nature of completed work of minimum 40% of the estimated amount put to tender during 5(five) years prior to the date of issue of tender notice , or , ii) Intending Bidders should produce credentials of 2 similar nature of completed work of minimum 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of tender notice , or , iii) Intending Bidders should produce credential of single running work of similar nature which has been completed to the extent of 80% or more of the desired value at. In case of running works, only those tenderers who will submit the certificate of satisfactory running

							work from concerned executive engineer , or equivalent competent authority will be eligible for the tender . In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e the tenderer.
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3.1 Intending bidder may download the tender documents from the website <https://wbtenders.gov.in/> directly with the help of Digital Signature Certificate. Necessary cost of tender documents (tender fees) and Earnest Money may be remitted through Demand Draft / Pay Order issued from any nationalized bank in favour of the “WBHIDCO Ltd.” payable at KOLKATA and also to be documented through e-filling. The original Demand Draft/Pay Order against tender fees, Earnest Money Deposit (EMD) or documents in support should be submitted physically in the Tender Box at the Office of General Manager (Engg.).-III, WB HIDCO Ltd. under sealed cover before 24 hrs. of the date and time of opening of Technical Bid .

3.2 Both **Technical Bid** and **Financial Bid** are to be submitted concurrently duly digitally signed in the website <https://wbtenders.gov.in/>.

3.3 Tender documents may be downloaded from website and submission of Technical Bid and Financial Bid will be done as per Time Schedule stated in Sl. No.3.6

3.4 The **FINANCIAL OFFER** of the prospective tenderer will be considered only if the **TECHNICAL BID** of the tenderer is found qualified by the ‘Tender Evaluation Committee’ formed by the authority of WB HIDCO Ltd. The decision of the ‘Tender Evaluation Committee’ will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.

3.5 Eligibility criteria for participation in the tender

3.5.1. As per NleT detail table (Sl. No.8) above.

3.5.2 Income Tax Acknowledgement Receipt for the latest Assessment year, P.T. Deposit Challan for the year 2019-2020, PAN Card, GST Registration Certificate are to be accompanied with the Technical Bid Documents.

[Non-statutory documents]

3.5.3 The prospective bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (*five*) years. Such abandonment or rescission will be considered as disqualification towards eligibility. (A declaration in this respect through affidavit has to be furnished by the prospective bidders without which the Technical Bid shall be treated as non-responsive.)

3.5.4 In case of Proprietorship, Partnership Firms and Company, Tax Audit

Report in 3CD Form are to be furnished along with the Balance Sheet and Profit and Loss Account, and all the documents along with schedules forming the part of Balance Sheet and Profit & Loss Account should be in favour of applicant. No other name along with applicant's name in such enclosure will be entertained.

[Non-statutory documents]

- 3.5.5 The prospective bidders should own or arrange through lease hold registered agreement, the required plant and machineries. Conclusive proof of ownership in favour of owner or leaser of plant and machineries in working condition shall have to be submitted. (Ref. Section – B, Form – III)

[Non-statutory documents]

- 3.5.6 Registered Partnership Deed for Partnership Firm only along with Power of Attorney is to be submitted. The company shall furnish the Article of Association and Memorandum.

[Non-statutory documents]

3.5.7 **Joint Ventures will not be allowed.**

A prospective bidder shall be allowed to participate in a particular job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job, all his applications will be rejected for that job, without assigning any reason thereof..

3.5.8 **Payment**

- 3.5.8.1 The executing agency may get a Running Account Bill once in a month subject to minimum bill value of 3 Crore on measurement basis entering into M.B. Provisions in Clause(s) 7, 8 & 9 contained in **HIDCO Form No. 2911**, so far as they relate to quantum and frequency of payment are to be followed.

- 3.5.8.2 Price Adjustment (i.e. escalation on quoted rate as well as on cost) in respect of construction cost both inclusive of materials and labour etc., shall not be applicable. The bidders shall quote their rate accordingly.

3.5.8.3 **Mobilization advance**

Mobilization advance may be payable to the successful bidder against bank guarantee on request of the agency to a limit of maximum @ 10% of the quoted rate and to be released in 3 phases. The recovery of the said mobilization advance will be made in five equal installments starting from 2nd R/A bill. The rate of interest of Mobilisation advance will be 10% Per Annum from the date of release of payment.

3.5.9 **Security Deposit / Retention Money :**

Security Deposit / Retention money will be 10% of the Gross bill amount. The 2% earnest money as deposited will be converted to retention money and the balance 8% will be deducted from Running Account Bill and Final Bill.

- 3.5.10 Agency shall have to arrange the land for labour hutments, however HIDCO may provide surplus land for labour hutment, batching plant on hire basis @ Rs.1,00,000.00(Rupee One lakh) per Acre per Month if required. Norms of labour hutment should be maintained as per green building rules.

- 3.5.11 All materials required for the proposed work shall be of specified grade in-conformity with relevant code of practice (latest revision) accordingly and shall be procured and supplied by the agency at their own cost including all taxes. If required by the Engineer-in-Charge,

further testing from any Government approved/ NABL Accredited Testing Laboratory shall have to be conducted by the agency at their own cost.

- 3.5.12 **As per provisions of “West Bengal Building And Other Construction Workers Welfare Cess Act, 1996” and Rules there under**, Labour Welfare CESS @ 1% (*one percent*) of cost of construction will be deducted from Gross Bill amount of each Running Account and Final Bill of the selected agency.
- 3.5.13 **There is no Provision for Arbitration.**
- 3.5.14 Bid shall remain valid for a period not less than **180 (One Hundred Eighty)** days from the last date of submission of Financial Bid / Sealed Bid. If the bidder withdraws the bid during the validity period of bid, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.
- 3.5.14.1 The tenderer should stand for standard warranty Clause of 03 (three) years during the DLP period and thereby transfer of Warranty to WBHIDCO Ltd on products having more than 3 (three) years warranty periods.
- 3.5.14.2 Rate should be quoted as per specifications mentioned in the tender. Any deviation from the specifications should be clearly mentioned. Right of acceptance on the deviation(s) lies with the concerned tender committee/E.I.C. However, all taxes and duties as applicable to be taken into account while quoting the rate.
- 3.5.14.3 The tenderer should quote for all the items. Part proposal will not be accepted.
- 3.5.14.4 The tests conducted on the products/raw materials at the time of manufacturing should be specified and reports to be provided before release of final payment.

Date and Time Schedule :

3.6

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.e.T. & other Documents (online)	24/10/2019 at 6.00 P.M.
2	Documents download/sell start date (Online)	24/10/2019 at 6.30 P.M.
3	Documents download/sell end date (Online)	13/11/2019 at 2.00 P.M.
4	Pre-bid meeting to be held at Office of the General Manager-III, HIDCO BHABAN	31/10/2019 at 12.00 P.M.
5	Bid submission start date (On line)	24/10/2019 at 6.30 P.M.
6	Bid Submission closing (On line)	13/11/2019 at 2.00 P.M.
7	Bid opening date for Technical Proposals (Online)	15/11/2019 at 3.00 P.M.
8	Date of uploading list for Technically Qualified Bidder (online)	18/11/2019 at 2.00 P.M.
9	Date for opening of Financial Proposal (Online)	20/11/2019 at 2.00 P.M.

- 3.7 The Prospective Bidder shall have to execute the work following the concept design and drawings issued by the department during tendering.
- 3.7.1 The contractor will engage one Architectural Firm, having professional office set-up for this work and with (with at least 1 Architect having M. Arch with 20years experience) and with architects of minimum 15 years of experience , **Selection and appointment of such Architectural firm , by the agency to be done with approval from HIDCO only**

Scope of Work of the Architectural Firm & its Architects (on behalf of Contractor):

1. Prepare all detail GAD and other detail drawings based on the initial concept drawings given with the tender.
2. After approval of detail drawings from HIDCO, the drawings are to be sanctioned from competent authorities, WBFES, NKDA etc. The architect will assist the vendor in getting the WBFES NOC & NKDA sanction before commencement of work.
3. Prepare structural drawings based on the approved drawing & soil investigation report provided by the department & get it vetted from Government institution like Jadavpur University, BESU, IIT etc. as decided by HIDCO
4. Prepare all architectural, structural, electrical, ELV, PHE, Firefighting & Fire detection, interior etc., GFC drawings & design & get them approved from the client.
5. Periodical supervision at site during construction & coordinating with the client at all stages of construction.
6. Prepare completion drawings & issue necessary certificates for occupation. Also assist the contractor in getting Occupation Certificate from HIDCO

The Fees of Architectural Firm will be payable in the following manner by the bidder /Agency :-

1. 15% on submission of Architectural GAD & approval from the client.
2. 10% on submission WBFES approval drawings & approval from the authority.
3. 10% on submission NKDA approval drawings & approval from the authority.
4. 15% on submission of structural drawings based on the approved drawing & soil investigation report provided by the department vetted from Government institution like Jadavpur University, BESU, IIT as per decision of the Client.

20% on submission of phase wise drawings of Architectural, Structure, MEP, Fire, Interior, landscape etc. as per requirement. 1,20,94,522.00

5.
 - Phase 1 : Completion of foundation
 - Phase 2: Completion of superstructure
 - Phase 3: Completion of finishing items
 - Phase 4: Completion of interior & landscape
6. 25% on periodical inspection by the Architect during execution.
7. 5% on submission of as built drawing.

Scope of Work of the Contractor:

1. Construction of RCC Pile Foundation and Superstructure of the Multistoried Building, Sanitary Plumbing, Fire Fighting, Electrical Works , Lifts , A/C works and Road Work inside the Campus all complete as per approved drawing and design.
2. Completion of all external and internal finishing work as per design & drawing and BOQ.
3. Making quality assurance plan and its implementation during work.
4. Any other ancillary works required to complete the multistoried building in all respect.
5. The selected contractor shall have to construct the proposed building with foundation of 7 storied structure but at present the building would be 3 storied.

6. The foundation will be of cast in situ bore piles of 500 mm dia. and up to approx 30.0 m length and total numbers of piles are around 601 Nos. which may slightly vary.
7. The agency will do Initial Load Testing, Routine Load Test and Integrity test of piles as per the guidelines of Tender. The concreting works for all major structures will be of Ready Mix Concrete of M-25 Grade.
8. The agency will keep one Laboratory at the site having electric operated concrete cube testing machine, sieve, etc. complete testing facilities Bricks, Aggregates, Sand etc.
9. The agency will take all necessary steps for arranging Third Party checking Tests during procurement and Installation of finished products or fabrication items, if so needed by the department, at their own cost.
10. The agency will arrange for construction power and water at their own cost.
11. During installation of fire fighting pump and clear water pump, the agency will do necessary checking and testing with their construction power, if permanent power not yet obtained by that time.

NOTE:

1. According sanction plan and provisional fire clearance drawing and necessary documents will be done by the Agency .
2. Obtaining N. O. C. and fitness certificate from concerned Department for firefighting work will be taken care by the agency.
3. He will maintain the buildings for a period of 3 (three) year from the date of successful completion of the work to the entire satisfaction of the Engineer-in-Charge. If any defect / damage is found during the period as mentioned above, the contractor shall make the same good at his own cost to the specification at par with instant project work. On failure to do so, penal action against the contractor will be imposed by the Department as deem fit. The contractor may quote his rate considering the above aspect.

Refund of Security Deposit will only be made after successful completing of defect liability period of the work as mentioned above , 3 (three) year from the date of completion of the work. Provision in Clause No. 17 of **HIDCO Form No. 2911** shall be followed.

- 3.8. Site of work and necessary drawings may be handed over to the agency phase wise. No claim in this regards will be entertained.
- 3.9. **Earnest Money : 2% (two percent) of the estimated amount put to tender.**
Rs. 1,17,45,621.00 (Rupees One Crore Seventeen Lakh Forty Five thousand Six hundred and Twenty One) Only to be submitted in the form of Bank Draft / Pay Order from Nationalized Bank in favour of WB HIDCO Ltd. payable at Kolkata.
- 3.10 The Bidder, at his own responsibility and risk is encouraged to Visit and examine the site of works and its surroundings and obtain all information's that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting e Tender, before submitting offer with full satisfaction, the cost of Visiting the site shall be at his own expense.
- 3.11 The intending Bidders shall clearly understand that whatever may be the outcome of the present invitations of Bids, no cost of Bidding shall be reimbursable by the Department. The tender accepting authority of WBHIDCO Ltd. reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Tenderer at the stage of Bidding.

- 3.12 Refund of EMD: The Earnest Money of all the unsuccessful Tenderers deposited in favour of WBHIDCO Ltd. will be refunded by the said General Manager on receipt of application from Tenderers after acceptance of the bid of the successful bidder.
- 3.13 Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in '**Instructions to Bidders**' stated in Section – 'A' before tendering the bids.
- 3.14 **Conditional / Incomplete tender will not be accepted under any circumstance.**
- 3.15 **The intending Tenderers are required to quote the rate *online*.**
- 3.16 Contractor shall have to comply with the provisions of (a) The Contract Labour (Regulation Abolition) Act. 1970 (b) Apprentice Act. 1961 and (c) Minimum Wages Act. 1948 of the notification thereof or any other laws relating thereto and the rules made and order issued there under from time to time
- 3.17 **Guiding Schedule of Rates :**
 - i. Civil Works :PWD Schedule of Rates for
 - a. Building Works including Material, Labour and Carriage (Vol I) affective from 01.11.2017 with up to date Corrigenda and Addenda.
 - b. Sanitary and Plumbing Works (Vol II) effective from 1.11.2017 with up to date Corrigenda & Addenda.
 - c. Road and Bridge Work (Vol III) effective from 30.8.2018 with upto date Corrigendum & Addenda.
 - ii. Electrical Works :PWD Schedule of Rates for
 - a. PWD Schedule of Rates (Electrical Works) Vol I , affective from November 2017 with up to date Amendments.
 - ii. Other Ancillary work, rates have been adopted from other reputed firms / Market rate Analysis.
- 3.18 During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice.
- 3.19 The General Manager-III, WBHIDCO reserves the right to cancel the N.I.e.T. due to unavoidable circumstances and no claim in this respect will be entertained.
- 3.20 If there be any objection regarding technically prequalifying the Agency that should be lodged on line to the Chairman of Tender Evaluation Committee within 2 (*two*) days from the date of publication of list of qualified agencies and beyond that time schedule no objection will be entertained by the Tender Evaluation Committee.
- 3.21 Before issuance of the WORK ORDER, the tender inviting authority may verify the credential and other documents of the lowest Tenderer if found necessary. After verification if it is found that the documents submitted by the lowest Tenderer is either manufactured or false, in that case work order will not be issued in favour of the said Tenderer under any circumstances.

3.22 If any discrepancy arises between two similar clauses on different notifications, the Clause as stated in later notification will supersede former one in following sequence :

1. **HIDCO Form No. 2911**
2. **N.I.e.T.**
3. **Special Terms & Conditions.**
4. **Technical Bid.**
5. **Financial Bid.**

3.23 **Qualification Criteria** :

The tender inviting and Accepting Authority through a "Tender Evaluation Committee" will determine the eligibility of each bidder. The bidders shall have to meet all the minimum criteria regarding :

- 1) Financial Capacity.
- 2) Technical Capability comprising of personnel & equipment capability.
- 3) Experience / Credential.

The eligibility of a bidder will be ascertained on the basis of the document(s) in support of the minimum criteria as mentioned in (1), (2) & (3) above and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized. If any document submitted by a bidder is either manufactured or false, in such cases the eligibility of the bidder / Tenderer will be rejected at any stage without any prejudice.

3.24 Escalation of Price on any ground and consequent cost overrun shall not be entertained under any circumstances. Rates should be quoted accordingly.

3.25 No. price preference and other concession will be entertained.

3.26 **Drawings :**

Hard copy of the drawings as required /will be issued to the bidders, are to be resubmitted with due signature on submission of the tender.

General Manager (Engg)-III
WB HIDCO

Memo.No.: 701/HIDCO/GM(E)III/10/NleT22/19-20

Dated : 24/10/2019.

Copy forwarded for information to :-

- 1) The P.S. to **Chairman** cum Managing Director WBHIDCO Ltd.
- 2) The Executive Director (Engineering), WB HIDCO.
- 3) The Joint Managing Director, WB HIDCO.
- 4) The Chief Engineer, WBHIDCO.
- 5) The Chief Planner, WB HIDCO.
- 6) The Chief Finance Officer, WB HIDCO.
- 7) The Chief Executive Officer, NKDA.
- 8) The Chief Executive Officer, NTKGSCCL.

General Manager (Engg)-III
WB HIDCO

4.0 SECTION - A

INSTRUCTION TO BIDDERS

4.1 General guidance for e-Tendering :

Instructions / Guidelines for electronic submission of the tenders have been annexed for assisting the contractors to participate in e-Tendering.

i. Registration of Contractor :

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, through logging on to <https://wbenders.gov.in/>, the contractor is to click on the link for e-Tendering site as given on the web portal.

ii. Digital Signature certificate (DSC) :

Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated in Clause 3.1 above. DSC is given as a USB e-Token.

iii. The contractor can search & download N.I.e.T. & Tender Document(s) electronically from computer once he logs on to the website mentioned in Clause 3.1. using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

iv. Participation in more than one work :

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job all his applications will be rejected for that job.

v. Submission of Tenders :

Tenders are to be submitted through online to the website stated in Clause 3.1. in two folders at a time for each work, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded Virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

III. Technical Proposal :

The Technical proposal should contain scanned copies of the following in two covers (folders).

4.2 Statutory Cover Containing the following documents :

- i. Prequalification documents.
- ii. Prequalification Application (Sec-B, Form – I)
- iii. Demand Draft towards cost of tender documents as prescribed in the N.I.e.T. against each of the serial of work in favour of the WBHIDCO LTD.
- iv. Demand Draft towards Earnest Money (EMD) as prescribed in the N.I.e.T. against each of the serial of work in favour of the WBHIDCO LTD.

4.3 HIDCO Form No. 2911.

4.4 Tender Document

4.5 N.I.e.T.

(NleT, Tender Document and HIDCO Form No. 2911 downloaded properly and upload the same Digitally Signed). The rate will be quoted in the B.O.Q. Quoted rate will be encrypted in the B.O.Q. under Financial Bid. In case quoting any rate in HIDCO Form No. 2911, the tender is liable to be summarily rejected.)

4.6 Special terms & conditions and specification of works

4.7 TECHNICAL DOCUMENTS

- Affidavit – “Y”, Section B.
- Experience profile [Form No-IV] Section B.
- Contractor’s Equipment [Form No-III] Section B.

4.8 Financial Proposals :

- a) The rate will be quoted in the B.O.Q. Quoted rate will be encrypted in the B.O.Q. under Financial Bid. Downloaded properly and upload digitally signed.
- b) A separate attachment folder is to be added by the bidders for each and every items related to each of the above 5 (five) segment along with their quantity rate and amount.

4.9 Non-Statutory Cover Containing the following documents :

- i) Professional Tax (PT) deposit receipt challan for the financial year 2019-2020, PAN Card, IT, Saral for the Assessment year 2019-20, GST Registration Certificate.
- ii) Registration Certificate under Company Act. (if any).
- iii) Registered Deed of partnership Firm / Article of Association & Memorandum.
- iv) Power of Attorney (For Partnership Firm / Private Limited Company, if any).
- v) Tax Audited Report in 3 CD form along with Balance Sheet & Profit & Loss A/c. for

the last 3 (three) years (year just preceding the current Financial Year will be considered as year – I)

- vi) List of machineries possessed by own / arranged through lease hold agreement along with authenticated copy of invoice, challan & waybill [Ref.:- Sl. No. 4.11 of this N.I.e.T. and (Section –B, Form III)]
- vii) List of Technical staffs along with structure & organization (Section – B, Form – II).

**THE ABOVE STATED NON-STATUTORY/TECHNICAL DOCUMENTS
SHOULD BE ARRANGED IN THE FOLLOWING MANNER**

Click the check boxes beside the necessary documents in the My Document list and then click the tab “Submit Non Statutory Documents’ to send the selected documents to Non-Statutory folder.

Next Click the tab “Click to Encrypt and upload” and then click the “Technical” Folder to upload the Technical Documents.

Sl. No.	Category Name	Sub-Category Description	Detail(s)
A.	Certificate(s)	Certificate(s)	GST & Service Tax Registration Certificate & Acknowledgement. PAN. P Tax (Challan) (2019-20). Latest IT Receipt. IT-Saral for Assessment year 2019-20.
B.	Company Detail(s)	Company Detail	Proprietorship Firm (<i>Trade License</i>)- Structure & Organisation] Partnership Firm (<i>Partnership Deed, Trade License</i>) Limited Company (<i>Incorporation Certificate, Trade License</i>) Society (<i>Society Registration Copy, Trade License</i>) Power of Attorney, Memorandum of Association and Articles of Association of the Company.
C.	Credential	Credential -1 Credential -2	Similar nature of work done & completion certificate which is applicable for eligibility in this tender as per Form –IV Section –B.
D	Financial Information		Tax Audited Report in 3 CD form along with Balance Sheet & Profit & Loss A/c. for the last 3 (three) years (year just preceding the current Financial Year will be considered as year – I)
E.	Equipment	Machineries	Authenticated copy as per Form – III, Section-B.
F.	Man Power	Technical Personnel	List of Technical Staffs with Qualifications & Experience.

4.10 **Tender Evaluation Committee (TEC)**

Technical Evaluation Committee constituted by the Competent Authority of WBHIDCO Ltd. will function as Evaluation Committee for selection of technically qualified Bidders.

Opening & evaluation of tender :

4.10.1 **Opening of Technical Proposal** :

Technical proposals will be opened by the Concerned Tender Inviting Authority or his authorized representative electronically from the website using their Digital Signature Certificate (DSC).

Intending Tenderers may remain present if they so desire.

Cover (folder) for Statutory Documents (Ref. Sl. No. 4.2)will be opened first and if found in order, cover (folder) for Non-Statutory Documents (Ref. Sl. No. 4.9 will be opened. If there is any deficiency in the Statutory Documents the tender will summarily be rejected.

Decrypted (transformed into readable formats) documents of the non-statutory cover will be downloaded & handed over to the Tender Evaluation Committee.

Summary list of technically qualified tenderers will be uploaded online.

Pursuant to scrutiny & decision of the Tender Evaluation Committee the summary list of eligible tenderers & the serial number of work for which their proposal will be considered will be uploaded in the web portals.

During evaluation the committee may summon of the tenderers & seek clarification / information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

4.10.2 **Financial Proposal**

The financial proposal should contain the following documents in one cover (folder) i.e. Bill of Quantities (BOQ). The contractor is to quote the rate online through computer in the space marked for quoting rate in the BOQ.

Only downloaded copies of the above documents are to be uploaded Virus scanned & Digitally Signed by the contractor.

Financial capacity of a bidder will be judged on the basis of information furnished in Section - B.

Penalty for suppression / distortion of facts :

If any tenderer fails to produce the original hard copies of the documents like Completion Certificates and any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies, it may be treated as submission of false documents by the tenderer and for any action may be referred to the appropriate authority for prosecution as per relevant IT Act.

4.10.3 Rejection of Bid :

Employer/Tender Inviting Authority reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's action.

4.10.4 Award of Contract

The Bidder whose Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter / Letter of Intent.

The notification of award will constitute the formation of the Contract.

A MOU with the architectural firm has to be finalized & the agreement is to be submitted to the department before issuance of work order

An Agreement in HIDCO Form No. 2911 will incorporate all agreements between the Tender Accepting Authority and the successful bidder. All the tender documents including N.I.e.T. & B.O.Q. will be the part of the contract documents. After receipt of Letter of Intent, the successful bidder shall have to submit in quadruplicate copies of contract documents downloading from the website stated in Sl. No. 1 of N.I.e.T. along with requisite cost through Demand Draft / Pay Order issued from any schedule Bank in favour of the WB HIDCO LTD, payable at Kolkata, within time limit to be set out in the letter of acceptance.

4.11 SECTION – B

FORM – I

PRE-QUALIFICATION APPLICATION

To
General Manager (Engg.) - III, WB HIDCO
HIDCO BHABAN,
4th floor, New Town, Rajarhat,
Kolkata.-700156

Ref : Proposed III storied (Foundation VII) Co-Working Building For WBHIDCO at Action Area IIE, New Town Kolkata

N.I.e.T. No.: 701/HIDCO/GM(E)-III/10/NIeT-22/19-20 dt:- 24/10/19

Dear Sir,

Having examined the Statutory, Non-statutory & N.I.e.T. documents, I/we hereby submit all the necessary information and relevant documents for evaluation.

The application is made by me / us on behalf ofin the capacity duly authorized to submit the offer.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for Application and for completion of the contract documents is attached herewith.

We are interested in bidding for the work(s) given in Enclosure to this letter.

We understand that :

- 1.0 Tender Inviting & Accepting Authority / Engineer-in-Charge can amend the scope & value of the contract bid under this project.
- 2.0 Tender Inviting & Accepting Authority / Engineer-in-Charge reserve the right to reject any application without assigning any reason.

Enclosures (s) : e-Filling :-

- 1) Statutory Documents.
- 2) Non Statutory Documents.

Date :

**Signature of applicant including title and
capacity in which application is made.**

Seal and Signature of the Tenderer

General Manager (Engg.)-III
WB HIDCO

SECTION – B

FORM – II

STRUCTURE AND ORGANISATION

1.0 Name of Applicant :

2.0 Office Address :

Telephone No. :

Fax No. :

Mobile No. :

e-mail Id :

3.0 Name and Address of Bankers :

Phone No. :

e-mail Id :

4.0 Attach an organization chart showing the structure of the company with names of Key personnel and technical staff with Bio-data.

Note : Application covers Proprietary Firm, Partnership, Limited Company or Corporation.

Signature of applicant including title and capacity in which application is made.

Seal and Signature of the Tenderer

General Manager (Engg.)-III
WB HIDCO

SECTION – B**FORM – III****Contractor's Equipment**

Name of the Applicant :

Whereas it is entirely the responsibility of the Contractor to deploy sufficient plant and mechanical equipment to ensure compliance with his obligations under the Contract, the following list is an indicative list of the minimum essential basic holding of plant and mechanical equipment which the Contractor must own or arrange through lease hold registered agreement. The contractor must furnish the documents in support of ownership or lease hold registered agreement.

Sl. No.	TYPE OF EQUIPMENT	CAPACITY /NO.	SUPPORTING DOCUMENTS
1.	Pile Rigs and Accessories	12 Nos.	Own / Hired
2.	Concrete Batching Plant , 5 Cubic meter /Hr	2 Nos.	Own / Hired
3.	Concrete Pumps & Accessories	1 set	Own / Hired
4.	Needle Vibrator with 60mm, 40mm Nozzel and Plate Vibrator	12	Own / Hired
5.	Cube Testing Machine (Electrically Operated)	1	Own / Hired

Note: If the bidder would like to prepare Ready Mix Concrete at Site, a new Concrete Batching Plant of minimum 30 Cum per hour capacity may be installed at site with latest facilities and computerized.

Signature of applicant including title
and capacity in which application is made.

 Seal and Signature of the Tenderer

 General Manager (Engg.)-III
WB HIDCO

SECTION – B
FORM – IV
Experience Profile

Name of the Firm :

List of projects completed that are similar in nature to the works having more than 40% (*forty percent*) of the project cost executed during the last 5 (*five*) years prior to the date of issue of the Tender Notice

Name of Employer	Name, Location & nature of work	Name of Consulting Engineer responsible for supervision	Contract price in Indian Rs.	Percentage of Participation of company	Original date of start of work	Original date of completion of work	Actual date of starting the work	Actual date of completion of work	Reasons for delay in completion (if any)

Note :

- 1) Certificate from the Employers to be attached.
- 2) Non-disclosure of any information in the Schedule will result in disqualification of the firm/ Bidder

.....
Signature of applicant including title
and capacity in which application is made.

SECTION – B

AFFIDAVIT – “Y”

**(To be furnished in Non – Judicial Stamp
paper
of Rs.100.00 (One Hundred only) duly
Notarized)**

- 1.0 I, the under-signed do certify that all the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection/claim will be raised by the under-signed.
- 2.0 The under-signed also hereby certifies that neither our firm M/s. nor any of constituent partner had been debarred to participate in any tender by any Govt. Organization / Undertaking during the last 5 (*five*) years prior to the date of this N.I.e.T.
- 3.0 The under-signed would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Department to verify this statement.
- 4.0 The under-signed understands that further qualifying information may be requested and agrees to furnish any such information at the request of the Department.
- 5.0 Certified that I have applied in the tender in the capacity of individual/ as a partner of a firm and I have not applied severally for the same job.

Signed by an authorized officer of the firm.

Title of the officer

Name of the Firm with Seal

Date: _____

Seal and Signature of the Tenderer

General Manager (Engg.) – III
WB HIDCO

5.0 TENDER FORM

To,
General Manager - (Engg.) - III,
WB HIDCO
"HIDCO BHABAN", Premises No. 35-1111;
Major Arterial Road,
3rd. Rotary; New Town,
Kolkata – 700 156 .

Dear Sir,

I/We do hereby tender for the execution of the work specified in the underwritten memorandum within the time specified at the rates therein and in accordance, with & in all respects as per the specifications, drawings, designs and instructions supplied by you, which I/We have read very carefully.

MEMORANDUM :

- a) Name of work - PROPOSED III STORIED (FOUNDATION VII) CO-WORKING BUILDING FOR HIDCO AT ACTION AREA IIE, NEW TOWN KOLKATA .
- b) Completion Time - 21 **months (Twenty One)** FROM THE DATE OF COMMENCEMENT.

I/We hereby distinctly and expressly declare and acknowledge before the submission of my/our tender, I/We have carefully followed the instructions and read the specifications and read the schedule of quantities, examined the drawings and clearly understood all the conditions of contract. I/We have also seen the location where the said work is to be done and made such investigations of the work required to enable me/us to complete the work successfully.

Should this tender be accepted in whole or in part, I/We hereby agree to abide by and fulfill all the terms and conditions annexed hereto.

I/We also agree to furnish the required deposits in the form and shape as stipulated in tender documents.

I/We agree to keep the offer open for 180 (one hundred eighty days) from the date of opening of tender.

I/We accept that you are not bound to accept the lowest tender or bound to assign any reason for rejecting my/our tender.

Please find attached my / our income tax. Sales tax, GST , Service tax clearance certificates, last audited balance sheet, company profile deed and solvency certificate including work contract registration as requested.

PROPOSED III STORIED (FOUNDATION VII) CO-WORKING BUILDING FOR HIDCO AT ACTION AREA IIE, NEW TOWN
KOLKATA

We acknowledge receipt of the following amendments / circular letters :

Reference number of letter

Date

.....
.....
.....
.....
.....
.....
.....
.....

And confirm we have taken account thereof in our tender.

We understand and accept the Payment Terms as stipulated in the General / Special
Conditions of tender documents.

Yours faithfully,

Name of the Partner /Officer of company

Signature of Partner / Officer of company

Seal of company

Date :- _____.

5.1 **APPENDIX TO THE FORM OF TENDER**

Sl. No.	Clause	Brief description of clause
1.	Name of Work	PROPOSED III STORIED (FOUNDATION VII) CO-WORKING BUILDING FOR HIDCO AT ACTION AREA IIE, NEW TOWN KOLKATA
2.	Cost of Tender Document	Rs. 15,000.00 (Rupees Fifteen thousand only) (Non-refundable) `
3.	Earnest Money Deposit @ 2% of the Estimated amount put To tender	Rs. 1,17,45,621.00 (Rupees One Crore Seventeen lakh Forty Five Thousand Six hundred and Twenty One) only to be submitted in the form of Bank Draft/Pay order from any Nationalised Bank in favour of West Bengal HIDCO Ltd., payable at Kolkata N.B. Failure to submit the hard copy with the Original Bank Draft within the time period prescribed for the purpose may be construed as an attempt to disturb the tendering process and dealt with accordingly legally including Blacklisting of the Bidder
4.	Signing of Contract Agreement	Within 15 days of issue of Letter of Acceptance for as directed.
5.	Additional performance Security	Additional performance security @ 10% of the Tendered Amount shall have to be deposited in the form of Bank Guarantee by the successful Bidder if the accepted Bid Value is 80% or less of the estimated value put to Tender
6.	Insurance	Contractor's All Risk Insurance Policy to cover the following : • The entire contract value (including the Contract Price plus 10% of the Contract Price for the period of completion of the Works which includes till the works are handed over to the owner/DLP is over. • Civil commotion, riots, war, earth quake, terrorist attack and other disturbances • All Plant and machinery owned by the Contractor for the project. • Damage insurance against loss or damage by fire or any other disaster to the works during construction until its completion.
7.	Commencement of work	Within 15 (fifteen) days from the date of Letter of acceptance/ Letter of Intent

PROPOSED III STORIED (FOUNDATION VII) CO-WORKING BUILDING FOR HIDCO AT ACTION AREA IIE, NEW TOWN KOLKATA

8.	Validity of the BID	180 days.
9.	Running Account Bills	Once in a month or there after subject to minimum bill value of 3 Crore .
10.	Payment of Running Account Bills	(Refer clause 3.5.8)
11.	Price Escalation	No Price Escalation is payable.
12.	Mobilization advance	Admissible.(Interest Bearing), Rate of Interest @ 10% per Annum
13.	Security Deposit (SD)/ Retention Money	Excluding the earnest money deposit of 2% the successful bidder, the remaining 8% Retention Money will be deducted from the R.A. bills and Final Bill of the Bidder, the amount, totaling 10%.
14.	Period of Retention of Security Deposit/ Retention Money	36 Months from date of completion and issue of completion certificate by Engineer in Charge / Consulting Architect.
15.	Release of Retention Money /Security Deposit	Refund of retention money/security deposit will only be made after successful completion of Defect Liability Period of the work mentioned above for 3 (three) year from the date of completion of the work as per Clause 17 of HIDCO Form No. 2911.)
16.	Period of Maintenance/ Defect Liability Period	36 Months from date of issuing completion certificate by Employer.
17.	Time of Completion	21 months from the date of commencement.
18.	Liquidation Damages	Contractor shall be liable to pay liquidated damages equivalent to an amount equal to one percent (1%), on the full tendered amount/contract sum for the whole work for every day that the due quantity of work remains incomplete or unfinished. Provided always that the entire amount of liquidated damages to be paid under the provisions of this clause shall not be exceeding ten percent (10%) on the accepted tender amount / contract sum of the work as shown in the tender. (Refer Clause No. 8.39.1)
19.	Final Bill	Contractor to submit the final bill within 3 months of issue of completion certificate.
20.	Electricity & Water	To be arranged by contractor at his own cost.

**PROPOSED III STORIED (FOUNDATION VII) CO-WORKING BUILDING FOR HIDCO AT ACTION AREA IIE, NEW TOWN
KOLKATA**

21.	Extra or Variation Items	● To be Derived from PWD current Schedule of rates with up to date Corrigendum /applicable or market rate analysis as per PWD norm. ● If not possible, derived as cost of materials + cost of labour + 5% towards Contractors Overheads +10% Contractors Profit.
22.	Freight, Insurance, Packing, Forwarding, Loading & Unloading.	To be included in the bid price.
23.	Taxes and Duties	All Statutory Government taxes like IT, GST, Labour CESS etc. and duties to be included in the bid price.
24.	Payment Terms	The Contractor has to quote the rate on the basis of approved design which WBHIDCO provided along with tender document and contractor does not need to do any design work except the shop drawing. The price quoted by the contractor will be considered sacrosanct..

(Signature of the Authorized person)

Date

Designation :

Name of the firm :
(Official Seal)

Address :

**PROPOSED III STORIED (FOUNDATION VII) CO-WORKING BUILDING FOR HIDCO AT ACTION AREA IIE, NEW TOWN
KOLKATA**

PROPOSED III STORIED (FOUNDATION VII) CO-WORKING BUILDING FOR HIDCO AT ACTION AREA IIE, NEW TOWN KOLKATA				
LIST OF SALIENT CLAUSES IN THE TENDER (In addition to Prevailing Tender Provision)				
			as also noted in appendix to Cl. 5.0	
<i>Sl.No.</i>	<i>Title of Items</i>	<i>Clause No.</i>	<i>Page No.</i>	<i>Description</i>
25	'e' tender submission	4.1 (v)	10	Through On-line
26	Arbitration	3.5.13	5	No Provision for Arbitration.
27	Labour Hutment	10.1 to 10.9 (NieT) 3.5.10	68-71, 5	All to be arranged by Contractor
28	Determination of Contract	8.44	55	Cancel the contract in part or whole with different reasons.
29	Foreclosing of work	8.45	57	Employer to review the scope of work and issue notice if required.
30	Delay and Extension of time	8.35	51	No compensation is admissible arising out of any such causes
31	Idle Labour	10.1	68	Tender provision will prevail . However no idle labour will be admissible against this tender
32	Recovery from Contractor	8.43	55	Recovery will be made from the due of contractor for not agreeing to pay the legitimate payment.
33	Order under the contract	8.33	50	As per the tender provision
34	Dismissal of Contractor's employees	8.26	47	Tender provision will prevail.
35	Mode of measurement and Guiding Schedule of Rate	8.34	50	WB PWD schedule of rates , with mode of measurement will be followed (Ref Clause 3.17)
36	Mandatory requirement	8.10	39	The contractor shall always indemnify the employer from any liability
37	Emergency work	8.9	38	Urgent nature of work as per employer for the interest of work to obviate any risk.
38	Discrepancies and adjustment of error	8.3	37	Employer will be sole deciding authority
39	Admission to Site	8.11	40	All authorized representative / personnel will be allowed.
40.	Site Office and Inspection Vehicle for the Employer	9.6	59-61	A Site Office and one Inspection Vehicle to be provided for the Employer
41.	Price Escalation	8.40	54	Price Escalation is not admissible
42	MOU with Architectural Firm	3.7.1	6	An Architectural Firm to be engaged by the Bidder

6.0 **FORM OF AGREEMENT WITH APPENDIX**

ARTICLES OF AGREEMENT made _____
_____ between WB HIDCO Limited (hereinafter called the "Employer")
having their Registered office at "HIDCO BHABAN", Premises No. 35-1111; Major Arterial Road,
3rd. Rotary; New Town, Kolkata – 700 156 and
_____ having their office at
_____ (hereinafter called the "Contractor" Which expression shall
include their successors and assignees) of the other part.

WHEREAS the Employer is desirous of building ----- at -----
-----, India, for which the Employer had issued Notice Inviting Tender No. dated
.....

WHEREAS the Contractor had submitted his tender No. _____ dated _____.

AND WHEREAS the Employer has accepted the aforesaid tender of the Contractor for the
said work subject to such amendments/modifications mutually agreed upon between the
Employer and the Contractor.

NOW THEREFORE the parties hereto agreed as follows:-

1.0 The following documents shall constitute the Contract documents :-

- a. This Agreement.
- b. Notice Inviting e Tender.
- c. General Instructions to Contractors.
- d. General Condition of Contract.
- e. Special Condition of Contract.
- f. Payment Condition.
- g. Logistic Plan / Health & Safety.
- h. Safety Procedure.
- i. Tender Specifications and schedule of quantities, signed by both parties.
- j. Tender drawings.
- k. Acceptance of Tender/Work Order.
- l. Minutes of pre-bid meeting.

2.0 The Contractor shall perform the work in conformity with the terms and conditions and
within the time specified in the contract documents for an estimated tendered amount of
Rs _____ hereinafter referred to as the Contract
Amount.

3.0 The Employer shall pay the Contractor the said Contract amount or such other sum
as may become payable at the times and in the manner specified in the Contract
Documents.

4.0 The Contract documents mentioned in clause – I hereof embodies the entire
Understanding between the parties in respect of subject matter hereof. There are no

PROPOSED III STORIED (FOUNDATION VII) CO-WORKING BUILDING FOR HIDCO AT ACTION AREA IIE, NEW TOWN
KOLKATA

other understandings or commitments between the parties hereto save and except those explicitly provided therein. No amendment to the Agreement shall be valid unless agreed in writing and signed by the authorized representative of each party.

5.0 No failure or delay by the Employer in enforcing any right or remedy in terms of the contract documents or any obligation or liability of the Contractor in terms thereof shall be deemed to be a waiver of such rights, remedy, obligation or liability as the case may be by the Employer and notwithstanding such failure or delay, the Employer shall be entitled at anytime to enforce such rights, remedy obligation or liability as the case may be.

6.0 The contractor hereby acknowledges that time is the essence of the Contract.

1. IN WITNESS WHEREOF the Employer and the Contractor have executed this Agreement in duplicate on the day, month and year first above written.
2. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Kolkata, West Bengal and only the courts in the state of West Bengal shall have jurisdiction to determine the same.

For and on behalf of

For and on behalf of

(EMPLOYER)

(CONTRACTOR)

WITNESS :

In the presence of :

1. Name: _____
Address _____

1. Name _____
Address _____

2. Name: _____
Address _____

2. Name _____
Address _____

DATE :

APPENDIX TO FORM OF AGREEMENT

APPENDIX - A : CONSTITUTION OF COMPANY.

APPENDIX - B : SUMMARY OF COST.

6.1 APPENDIX 'A' TO FORM OF AGREEMENT

CONSTITUTION OF COMPANY

The Tenderer shall submit the following details :

- Constitution of the Company: Partnership, limited , liability, Joint venture, Joint stock. Attach photocopy of incorporation in the Joint Stock Company.
- The Date of Commercial Registration and latest renewal certificate.
- Name of Person with written Power of Attorney authorizing the signatory of the bid to sign the Form of Agreement.
- Authorization to handle assets and liabilities of the company and to represent the company for and on behalf of any and all Partners.

6.2 **APPENDIX – B** **SUMMARY OF COST**

TENDER FOR WORKS

I / we hereby for the execution for the HIDCO for the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified therein, and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule - I hereof and in Clause - II of the annexed conditions and such conditions so far as applicable.

MEMORANDUM

If several sub-works a) General descriptions are included they should be detailed in separate list

Total quoted price including Civil, Structural, S&P, Architectural, Electrical & MEP Services:

- a) Security deposit (including earnest money) shall be 10% of gross bill of work.
Earnest Money Deposit will be @ 2% of the estimated amount put to Tender.

Full name and address
of the contractor :

PAN NO.

GST NO.

Should this tender be accepted I/we hereby to abide by and fulfill all the terms & provisions of the said conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to HIDCO or his successor in office the sums of money mentioned in the said conditions.

Give particulars
and numbers

PROPOSED III STORIED (FOUNDATION VII) CO-WORKING BUILDING FOR HIDCO AT ACTION AREA IIE, NEW TOWN
KOLKATA

The sum of Rs. is herewith forwarded in Pay order / Bank draft in any nationalized bank as earnest-money [(a) the full value of which is to be absolutely forfeited to the HIDCO, without prejudice to any other rights or remedies of the said HIDCO should I / we fail to commence the work specified in the above memorandum or should I / We not deposit the full amount of security deposit specified in the above memorandum in accordance with the said conditions of contract, otherwise the said sum of Rs. shall be retained by HIDCO on account of such security deposit as aforesaid specified or (b) the full value of which shall be retained by HIDCO on account of the security deposit specified in the said conditions of contract.]

Strike out (b) if
any cash
security deposit
is taken

Signature of
contractor
before
submission of

Dated the

Day of

2019

Signature of
Contractor
before
submission of
tender

Witness

Address

Occupation

Signature of witness
to contractor's
signature

The above tender is hereby accepted by me for and behalf of the West Bengal
Housing Infrastructure Development Corporation.

Dated the

Day of

2019

Signature of the
officer by whom
accepted

7.0 INTERPRETATIONS

7.1 In construing these Conditions and Interpretations, Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires :-

- a) EMPLOYER : Shall mean "WBHIDCO " (West Bengal Housing Infrastructure Development Company Limited) and shall include their representative/s assign/s or successor/s.
- b) CONTRACTOR : Means the individual or firm or Company, whether incorporated or not, under taking the works and shall include legal personal representatives of such individual or the persons comprising such firm or company, of the successors of such individual or firm or company and the permitted assignor of such individual or firm or Company.
- c) SITE : Shall mean the site of the contract works including any building and erections thereon and any other land (inclusive) as aforesaid allotted by the Employer for the Contractor's use.
- d) ENGINEER-IN-CHARGE/PROJECT MANAGER : Shall mean an engineer officer or officers on behalf of Employer or assigned by the act for the purpose of construction as per design & agreement. Also referred Engineer-in-charge at places.
- e) REPRESENTATIVE OF EMPLOYER : Shall mean the authorized representative of W.B. HIDCO & signing the Contract agreement. [(d) and (e) may be synonymous in certain references]
- f) THIS CONTRACT : Shall mean the tender, its acceptance, the Articles of Agreement, the Appendix, General and Special Condition of Contract, the Schedule of Quantities, Specifications and the drawings pertaining to the work.
- g) NOTICE IN WRITING : Written notice shall mean a notice in writing, typed or printed (unless delivered personally or otherwise proved to have been received) by registered post to the last known private

or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post if would have been delivered.

- h) ACT OF INSOLVENCY : Shall mean any Act of insolvency as defined by the Presidency Towns Insolvency Act or any Act amending such original.
- i) WORKING DAY : Means any day other than that prescribed by the negotiable instruments act as being a holiday and consists of the number hours for labour as commonly recognized by good employer in the trade and in the district where the work is carried out.
- j) "SUPERVISING STAFFS" : means the person / persons designated at site by Client and Architect/ Consultant and authorized by The Chairman and representative of West Bengal Housing Infrastructure Development Corporation Ltd. (HIDCO).
- k) "MATERIALS" : Means the materials, apparatus, equipment, fittings and other things for incorporation in the works.
- l) "SPECIFICATION" : Means the Technical Specification annexed to or issued with these conditions and includes Indian or British or other approved standard specifications wherever required by the specification.
- m) "DRAWINGS" : Means the drawings referred to in the specification and any modification of such drawings approved in writing by the authority and such other drawings as may from time to time be furnished or approved in writing by the Architect/ consultant or Engineer-in-charge.
- n) "APPROVED" : Means approved in writing including subsequent written confirmation of previous verbal approval and "approval" means approval in writing including as aforesaid.
- o) "MONTH" : Means calendar month.

- p) "DAY WORK" : Means items or labour and/or materials which, in the opinion of the Employer are not capable of being evaluated by the accepted methods of measurement or assessment.
- q) "I.S" : Shall mean Indian Standard as issued by the Indian Standard Institution. Wherever reference is made to "IS" it shall mean the relevant "IS" code on the subject with latest edition as amended till date of submission of tender.
- r) "PROPERTY, OWNERSHIP & POSSESSION" : The assets being created under this contract as stipulated in the schedule will be the "Property" belonging to the Employer. The ownership of the site and property will vest with the Employer throughout the performance of this contract from the beginning up to its completion or determination or termination or cancellation and beyond.

The use of site or the assets under construction or part thereof the Contractor is purely to facilitate his performance under the contract and does not confer on him the right of possession.

8.0 GENERAL CONDITIONS OF CONTRACT

8.1 LAW GOVERNING THE CONTRACT

8.1.1 This contract shall be governed by the Indian Laws for the time being in force. The contract is confidential and must be strictly confined to the purposes of the contract. The original and duplicate copies of the contract shall be signed by the Employer and the Contractor or their accredited representative. The original shall be kept in the safe custody of the Employer and the duplicate copy shall be handed over to the Contractor.

8.1.2 The Contractor, on signing thereof shall be furnished by the Employer, with one certified true copy of the Contract and two copies of all drawings issued during the progress of the work. Any further copies of such drawings required by the contractor shall be paid for by him. The contractor shall keep one certified copy of the contract and all drawings on the work site and the Employer and Consulting Architect or their representative shall at all reasonable time have access to the same.

8.2 SCOPE OF CONTRACT

8.2.1 The contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions and to the satisfaction of the Employer and Consulting Architect.

8.2.2 The contract shall include all labour, materials, tools & plants, equipment and transport which may be required for, the full and entire execution and completion of the works and shall unless otherwise stated, include wastage and materials, carriage and cartage, carrying of empties, hoisting, setting, fitting and fixing in position, testing and commissioning of aforesaid work in accordance with good Engineering practice and recognized principles.

8.2.3 The contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the specifications and drawings taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancy in the specifications and drawings or between the drawings, he shall immediately and in writing refer the same to the Employer who shall decide which is to be followed, subject to provisions of clause 8.3 hereinafter.

8.2.4 The contractor shall be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the entire execution and completion of the works. No extra charges consequent on misunderstanding or otherwise will be allowed.

8.3 DISCREPANCIES AND ADJUSTMENT OF ERRORS :-

- 8.3.1 The several documents forming the contract are to be taken as mutually explanatory of one another. In case of discrepancy Employer shall be sole deciding authority with regard to intention and interpretation of the document and his decision in this respect shall be final and binding.
- 8.3.2 Any error in description, scope of work or any omission there from shall not Initiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to the drawings and specifications or from any of his obligations under the contract. Any error in quantity rate or amount in scope of work shall be adjusted in accordance with the following rules:-
- a) In the event of a discrepancy between description in words and figures quoted by a tenderer the description in words shall prevail.
 - b) In the event of an error occurring in the amount column of Bill of Quantity as a result of wrong extension of unit rate and quantity, the unit rate quoted by tenderers shall be regarded as firm and the 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) In case, rates of any item are not filled. It shall be construed that contractor offers to execute the work free of cost.

8.4 ADDITIONAL PERFORMANCE SECURITY

As per 'Clause 5.1, Sl. No. 5

8.4.1 EARNEST MONEY DEPOSIT

As per 'Clause 5.1, Sl .No. 3

In addition to above all security deposit shall not bear any interest.

8.4.2 RELEASE OF RETENTION MONEY

As per 'Clause 5.1, Sl. No. 15

8.5 WORK ORDER TO COMMENCE THE WORK :-

The acceptance of tender-cum-work order letter will be issued by the Employer. Handing over of site and date of commencement of the contract shall be within fifteen (15) days of issue of this letter.

8.6 DATE OF COMMENCEMENT AND COMPLETION :-

The Contractor shall be allowed admittance to the site on 'Date of Commencement' to be intimated in a work order issued by Employer and shall there upon and forthwith begin the works and shall regularly proceed so as to complete the same on or before the 'Date of Completion' subject, nevertheless, to the provision for extension of time contained hereinafter. Date of Completion is the date or dates for completion of the whole or any part of the works set out in or ascertained in accordance with the individual work order or the tender documents or any subsequent amendment thereto as provided in the conditions.

8.7 P.E.R.T. CHART FOR EXECUTION OF WORK :-

8.7.1 The Contractor shall submit within one week of the acceptance of the tender a M.S Project Chart to Employer along with a weekly work schedule, which shall indicate the planning for the execution of the entire work under the Contract within the stipulated time given for completion. This shall be Scrutinized by the Employer. The mutually agreed M.S Project schedule shall be binding on the contractor for progress of the work for completion by the due date.

8.7.2 The Contractor shall during the entire tenure of site work, provide accurate fortnightly reviews of M.S. Project chart work targets & completed works for discussions with the Employers.

8.7.3 The Contractor shall maintain a register of daily deployment of labour, mason etc. on various activities and get it signed from Engineer-in-Charge on daily basis and shall produce before the Employer as and when asked for.

8.8 APPOINTMENT AND SUB-LETTING :-

The whole of the works included in the contract shall be executed by the main contractor and as per **LIST OF SPECIALISED AGENCIES**. They shall not directly or indirectly transfer, assign or further sublet the contract or any part thereof or interest therein **without the written consent of the Employer**. But no such undertaking shall relieve the Contractor from the full and entire responsibility of the contractor or from active superintendence of the works during their progress.

8.9 EMERGENCY WORK :-

Emergency works means, any urgent measures which, in the opinion of the Employer, become necessary during the progress of the works to obviate any risk of accident or failure or which become necessary for security, or rectification to essential services during the defects liability period. If any Emergency works become necessary and the contractor is unable or unwilling at once to carry them out, the Employer shall advise and assist the Contractor in getting these works carried out by any other agency at the Risk and cost of Contractor. All expenses incurred on these works shall be recoverable from the contractor, and if necessary be set off against any sum payable to him under this contract.

If the Employer feels that the Subcontractors appointed by the Contractor is not competent enough to carry out the work of that package i.e., HVAC/ Fire Fighting/ Electrical works awarded to him the employer reserves the right to entrust that particular work to another contractor selected by the employer. However the new subcontractor will work under the supervision of the main contractor only.

The payments for the work done by the sub-contractor selected by the employers will be made directly to the subcontractor by the employer. The contractor will be paid supervision charges on such packages as quoted in the BOQ item.

8.10 MANDATORY REQUIREMENT :

8.10.1 The Contractor shall conform to the provisions of any Act of the legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, lighting and other companies and/or authorities with whose system the structure is proposed to be connected and shall, before making any variation from the drawings or specifications that may be necessitated by so conforming, give to the Employer and consulting architect written notice, specifying the variation proposed to be made and the reason for making it, and apply for instructions thereon. In case the contractor shall not within 2 weeks receive such instructions he shall proceed with the work in question, and any variations so necessitated shall be dealt with under clause 8.31.

8.10.2 The Contractor shall indemnify the Employer or any agent, servant or employee of the Employer against any action, claim or proceeding relating to the infringement of any copy or design rights or any alleged patent or design rights and shall defend all actions arising from such claims and pay any royalties, license fees, damages, cost of all and every sort of other charges which may be payable in respect of any articles or material or part thereof legally incurred in respect thereof and included in the contract. In the event of any claim being made or action being brought against the Employer or any agent, servant or employee of the Employer in respect of any such matters aforesaid, the contractor shall be immediately notified thereof.

8.10.3 The contractor shall indemnify the Employer against all claims which may be made upon the Employer under the Workmen's Compensation Act or any other statutory provisions applicable to the work.

8.10.4 The contractor shall also be responsible for all bodily injury to persons, animals, or things which may arise from the operation or neglect of himself or of any nominated subcontractors employees whether such injury or damage arises from carelessness, accident or any other cause whatsoever in any way connected with carrying out of this contract. The contractor shall indemnify the Employer and save him harmless in respect of all and any expense arising from and such injury or damage to persons, animals or things as aforesaid and also in respect of any claims made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any Award of Compensation or damage consequent upon such claims.

- 8.10.5** The contractor shall be responsible for all structural and other damage to any property which may arise from the operation or neglect of himself or of any sub-contractors employees or arising out of neglect, carelessness, defect or any other cause what so ever in any way connected with the carrying out of this contract. This clause shall be deemed to include interlay, any damage to buildings, whatever immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the building and works forming the subject of this contract by inclemency of weather. The contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence of and in respect of any cost, charge/expense arising out of any claim or proceedings and also in respect of any Award of compensation or damage arising there from and shall reinstate all damage or every sort mentioned in this clause so as to make good or otherwise satisfy all claims arising from damage to the property of third parties.
- 8.10.6** The Employer shall be at liberty and is empowered to deduct the amount of any damage, compensation, costs, charges and expenses arising or accruing from or in respect of any such above said claims or damages from any sum or sums due or become due to the contractor, for which the Employer will be the sole deciding authority.
- 8.10.7** The contractor shall be responsible for safety of all workmen and necessary statutory requirements related to ESI, workmen's compensation etc. should be met. The proof of IO (Insurance Policy) should be handed over to the Employer.
- 8.11 ADMISSION TO SITE :**
- 8.11.1** The Employer & the Consulting architect and their representatives shall at all reasonable times have free access to the works and/or the workshop, factories, or other places where materials are lying or from which they are being obtained and the contractor shall give all necessary facilities to the Employer & Consultants and/or his representative for inspection and examination and test of the materials and workmanship. No person unless authorized by the Employer/Consultants except the representative of Public Authorities shall be allowed on the works at any time.
- 8.11.2** The officials of the Employer connected with the contract shall have the right of entry to the site at all times.
- 8.11.3** The portion of the site to be occupied by the Contractor, erection of temporary workshop, stores, site office etc. will be clearly defined and or marked on the site plan, and the Contractor will on no account be allowed to extend his operations beyond these areas. Labour hutments to be provided on site and the Contractor to make arrangements for the same with all proper sanitation and hygiene facilities.

8.11.4 The Contractor shall provide if necessary, or if required on the site all facilities for temporary access thereto and shall alter, adopt and maintain the same as required from time to time and shall take up and clear away as and when no longer required and make all good.

8.11.5 The Employer reserve the right to use the premises or any portion of the site for execution of any work not included in this contract which he may desire to have carried out by other persons, and the contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant, material or labour for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the contract and the contractor shall not be responsible for any damage or delay which may happen to or be occasioned by such work.

8.11.6 The Employer reserve the right of taking over any portion of the site, which may be required and the Contractor shall at his own expense clear such portion forthwith.

8.11.7 Site is handed over to contractor only for execution of work, not for any other job and the possession of contractor is terminated at the completion of work or incase of foreclosure.

8.12. TEMPORARY WORKSHOPS/STORES/SITE OFFICE ETC. :

8.12.1 The contractor shall during the progress of the works, provide, erect and maintain
at
his own expense temporary workshops and stores as required for proper and efficient execution of the works.

8.12.2 On completion of works and if necessary, on completion of the defects liability period as decided by the Employer, the whole of such temporary buildings/structures shall be cleared away and the site reinstated and left clean to the entire satisfaction of the Employer at the Contractor's expense.

8.12.3 Additionally the Employer may at his discretion permit the contractor to locate his workshop and stores, in such buildings as may be available at site for that purpose at a rate to be mutually decided upon by the Employer and the Contractor, and in the event of the Contractor occupying such accommodation, the contractor undertake to maintain such premises at his own expense in a clean and sanitary condition and to deliver the same on the completion of the works or on the termination of the contract, or in the event of the said building being required by the Employer within one month of an order to that effect, handover the same in a clean state complete in every respect..

8.13 NUISANCE :

The Contractor will not at any time do, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to the owners, tenants or occupiers of other properties near the site and to the public generally. The contractor is completely responsible to ensure the safety and convenience of all concerned and at his own cost.

8.14 WORKING HOURS :

The Contractor shall work normally only on and during the hours of working day. In case any work over and above normal working hours is required, the Contractor shall inform the Employer in writing. The Employer shall incur no liability in respect of any excess cost arising there from.

8.15 LABOUR :

8.15.1 The Contractor shall employ labour in sufficient number to maintain the required rate of progress and of such quality to ensure workmanship of the degree required by the specifications and to the satisfaction of the Employer.

8.15.2 The contractor shall remain liable for the payment and shall pay or cause to be paid all wages or other moneys to his workers or employees and for those employed by his sub-contractors (engaged directly or indirectly as per clause 8.8) from time to time on or in connection with the said work under the Act or enactments relating thereto and the Rules formed there under as if the labour had been directly employed by him.

8.15.3 In respect of all labour directly, or indirectly employed on the works for the performance on the contractor's part, the contractor shall comply with or cause to be complied with the current labour regulations in regard to all matters provided therein and with all other labour laws as may be applicable.

8.15.4 The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof deemed to be a breach of this contract.

8.15.5 The contractor shall take all actions and deposit fees as may be necessary under the applicable under the Contract Labour Regulation & Abolitions Act and current labour regulations including the actions and deposition of money on behalf of Employer if required. The contractor shall at all times keep the Employer indemnified against any actions for breach of the said act and regulations.

8.15.6 The contractor shall, during the progress of the works, comply at his own expense with all the current rules and provisions for the protection of health and sanitary arrangements and safety provisions for workers employed and shall at his own expenses provide for all facilities in connection therewith.

8.15.7 Contractors shall deposit all provident fund, ESIC to the respective authorities and produce the receipt of the same to employer regularly failing which employer will deposit the same himself and the same shall be adjusted in R/A bills or that of in security.

8.16 RIGHT OF INSPECTION :

Engineer in charge and consulting architect or their authorized representative will inspect the materials at manufacturer's workshop for testing and quality control etc for which necessary expenditure will have to be borne by the agencies whoever are entrusted to supply the equipments.

Based on the detailed inspection report, the materials would be dispatched to the respective site with the following documents :-

- a) Quality Assurance Plan (QAP)..
- b) Manufactures test certificate (in triplicate).
- c) Inspection Report with detailed result (in triplicate).
- d) Dispatch clearance certificate, Necessary road challan with mode of transition of materials.

8.17. MATERIALS TO BE ARRANGED BY THE CONTRACTOR :

8.17.1 The Contractor shall at his own cost and expense provide all materials required for the works.

8.17.2 All materials to be provided by the Contractor shall be brand new conforming to latest IS Codes and ISI marked wherever applicable and all materials and workmanship shall be as far as procurable of the respective kinds described in the specifications drawings and/or schedule of items and in accordance with the Employer's instructions and the contractor shall, upon the request of the Employer, furnish him with all invoices, accounts receipt and other vouchers to prove that the materials comply therewith.

8.17.3 The contractor shall, at his own cost and expense supply to the Employer samples of materials proposed to be used in the works. The samples must be produced at least four weeks before they are to be incorporated in works. The Employer shall within seven days of supply of samples or within such further period as he may require, inform the contractor whether samples are approved by him or not. If samples are not approved, the contractor shall forthwith arrange to supply the Employer for his approval fresh samples complying with the specification laid down in the contract.

8.17.4 No materials shall be brought by the Contractor to site unless samples are approved.

8.18. TESTING MATERIALS :

The Employer shall be entitled to have tests carried out as specified in IS codes for any materials supplied by the contractor (other than those for which satisfactory proof has been furnished) at the cost of contractor and the contractor shall provide at his expense all facilities which the Employer may require for the purpose. The cost of materials consumed as well as cost of testing from approved reputed laboratory in tests shall be borne by the contractor.

8.19. REJECTION OF MATERIALS :

The Employer shall have full powers to reject/removal of any or all the materials brought to site by the Contractor which are not brand new and in accordance with the contract specifications or does not conform in character or quality to sample approved by the Employer. In case of default on the part of the contractor in removing rejected materials, the Employer shall be at liberty to have them removed by other means at the contractor's expense and risk. The Employer shall have full powers to permit or to approve other materials to be substituted for rejected materials.

8.20. CARE AND CUSTODY :-

8.20.1 Materials required for the works, whether brought by the contractor or supplied by the Employer shall be stored by the Contractor only at places approved by the Employer storage and safe custody of materials shall be at the risk and the responsibility of the contractor. The contractor shall be liable for any loss or damage to such materials due to the neglect, theft or fire and shall make good at his cost and expense.

8.20.2 Wherein any running bill the contractor has claimed payment and the engineer-in-charge has included the value of any unfixed materials intended for incorporation in works, then these materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority and the Employer..

8.21. SURPLUS MATERIALS :

8.21.1 Whenever 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 arranged by him after obtaining prior clearance in writing from the Employer.

8.22. **CONTRACTOR'S ALL RISK INSURANCE COVER :**

Notwithstanding anything contrary in this document the contractor shall arrange Contractor all risk cover insurance in line with the followings -

Value

The entire contract value (including the Contract Price plus 10% of the Contract Price for the period of completion of the Works which includes till the works are handed over to the owner to cover the damages due to Civil commotion, riots, war, earth quake, terrorist attack and other disturbances.

- Also all Plant and machinery owned by the Contractor for the project to be also covered.
- Damage insurance against loss or damage by fire or any other disaster to the works during construction until its completion
 - The contractor has to take insurance policy; **the Insurance policy shall be taken in the joint name of Employer and the Contractor** to cover all his risks. The risks covered in the policy include but not limited to work men compensation, third party insurance, labor and materials at site etc.

Beneficiary : "The Employer and the Contractor."

Period : The period covered under insurance shall be completion period and also extended period if any plus **36 months** of defect liability period.

Third party liability : The insurance shall cover all third party Liability.

Employees cover : The insurance shall cover all risk to the employees of Contractor.

The original policy shall be handed over to employer within 10 days from the date of letter of acceptance.

Failing of above employer will arrange such insurance policy and recover the proportionate premium amount from the first RA bill.

8.23 **PLANT EQUIPMENTS AND TRANSPORT :**

All tools, plant and equipment brought to the site shall not be removed off the site without the prior written approval of the Employer. But whenever the works are finally completed or the contract is terminated the contractor shall forthwith remove from the site all tools, plants and equipment after clearance in writing from and the Employer.

8.24. ELECTRICITY AND WATER SUPPLY :-

- 8.24.1 The Temporary water and electricity should be arranged by the contractor at his own cost and shall be responsible for all connections, pumps, pipes storage capacity, cabling, wiring, conducting and all other things necessary to distribute and use services from distribution points as many as required for his work .
- 8.24.2 The Engineer in charge does not warrant supply of these services. The Contractor shall also make arrangement for alternative stand by services at his own cost in the form of generators of adequate capacity (day & Night) so far there is no delay in progress of works as per construction schedule submitted by him and approved by Engineer-in-charge.

8.25 CONTRACTORS SUPERVISION :-

- 8.25.1 The contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the Employer may consider necessary until the expiration of the Defect Liability Period.
- 8.25.2 Where the contractor is not a qualified engineer or even if he is so qualified, he cannot, in the opinion of the Employer give his full personal attention to the works, he shall, at his own expense employ one experienced engineering graduate as his accredited agent to supervise the works along with adequate numbers of graduate and Diploma Engineers of all disciplines of work in the contract and to receive instruction from the Employer. The employment of engineer as aforesaid shall be to the approval of the Employer who may verify their qualifications and experience by referring original degree/diploma which shall be made available by the contractor or the individual employed or proposed to be employed.
- 8.25.3 If the contractor fails to appoint a suitable engineer on being required to do so the Employer shall have full powers to suspend the execution of works until such date suitable engineers are appointed and the contractor shall be held responsible for the delay so caused to the works, if the contractor fails to employ the qualified engineer, the Employer shall have the discretion to appoint such engineer and payment made to such engineer shall be recoverable from the contractor.
- 8.25.4 Orders/Instructions given to the contractor or his agent who will be nominated by the contractor before commencement of work shall be considered to have the same force as, if they had been given to the contractor himself.
- 8.25.5 The contractor or his agent shall be in attendance at the site during all working hours and shall superintend the execution of the works with such additional assistance in each trade as the Employer may consider necessary.

8.25.6 The contractor or his accredited agent shall attend, when required and without making any charge for doing so, either at works site or at the office of the Employer to receive instructions from the Employer.

8.26. DISMISSAL OF CONTRACTORS EMPLOYEES :

8.26.1 Employer shall have full power and without giving any reason to direct the contractor to immediately cease to employ in connection with this contract any agent, servant or employee whose continued employment in his opinion is undesirable. The contractor shall not be allowed any compensation on this account. However, if required, the reasons for such dismissal of employee may be clarified.

8.27. SETTING OUT OF WORKS :

8.27.1 The Employer shall supply dimensioned drawings, levels and other information necessary to enable the contractor to set out the works.

8.27.2 The contractor shall set out the works and shall provide and fix all setting out apparatus required and solely be responsible for the true and perfect setting out the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. The contractor shall take in writing the approval of the Engineer-in-Charge for setting out and levels before starting the work. However, the contractor will be responsible for correctness of setting out of works..

8.28. APPROVAL BY STAGES :

All work embracing more than one process shall be subject to examination and approval at each stage thereof as stipulated by the Employer and the contractor shall give reasonable notice in writing to the engineer-in-charge when each stage is ready. In default of such notice received, the engineer-in-charge shall be entitled to appraise the quality and extents thereof and in the event of any dispute the decision of the Employer thereon shall be final and binding. Record of such approval will be maintained at Site.

8.29. COVERING OF WORK :

The contractor shall give reasonable notice in writing to the Employer whenever any work is to be permanently covered or concealed, whether by earth or other means and in default of so doing, shall, it required by the engineer-in-charge, uncover such work at his own expense and make it good at his own cost.

8.30.a. **GUARANTEE :**

Contractor shall stand guarantee for successful operation of the project for 36 months from the date of successful completion of the project and shall within the operation and maintenance period remove/rectify/make good any such deficiency forthwith at his own cost. During the guarantee period (after the trial run period the firms representative shall Visit the site once in a month and advise in writing the engineer in charge about the condition, state of health, operation and maintenance procedure of the project. The successful tenderer shall also give the following guarantee in respect of the equipment supplied by him.

All equipments shall be free from any defects due to faulty design of the components, material, and / or workmanship.

1. The equipment shall operate satisfactory. The performance and efficiency shall not be less than guarantee value
2. Formal acceptance of the work or equipment covered under the contract will not be made by the engineer until all the work done by the contractor have satisfactorily passed all tests required and run for a reasonable period to his satisfaction.

If during testing of work including equipment prior of formal acceptance the same or the material there of should fail in respect of meeting the specification guarantee or otherwise the contractor shall replace all the accessories etc. In a condition which will meet the guarantee performance and be up to the specification, in both material and workmanship.

The contractor will provide back to back guarantee to WBHIDCO for all kind of supplied equipments for electrical, HVAC, fire fighting, & sound reinforcement works

8.30.b. **OPERATIONAL MAINTENANCE**

Contractor shall provide operational maintenance for 36 months from the date of successful completion of the project and shall within the operation & maintenance period train the HIDCO officials, remove/rectify/make good any deficiency (refer clause :8:30.a) forthwith at his own cost.

8.30.C **VARIATION:**

No alteration, omission or variation shall vitiate this contract. In case the Employer in consultation with consulting architect thinks proper, at any time during the progress of the works, to make any alterations in or omissions from the works or any alteration in the kind or quality of the materials to be issued therein, the Employer, shall give notice thereof in writing well in advance under his hand to the contractor and the contractor shall carry out such alteration, addition or omissions as the case may require, in accordance with such notice. The value of such extra alteration, addition or omissions shall in all cases be determined by the Employer in accordance with the provisions of clause 8.32 hereof and the same shall be added to or deducted from the Contract amount. The variation will be allowed only to quantity and not in rate.

8.31 RATES FOR ALTERED/SUBSTITUTED WORKS :

The Engineer-in-Charge shall have power to make any 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 the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing & signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall not invalidate the contract but shall be deemed to have formed as work included in the original tender and any altered, additional or substitute work which contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same conditions in all respects on which he agreed to do the main work and at the same rates, of any, may be specified in the tender for the main work. The time for the completion of the work shall be extended on the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion. And if the altered, additional or substituted work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the Schedule of rates of the P.W.D. which was in force at the time of the acceptance of the contract, and if the altered, additional or substituted work is not entered in the said schedule of rates payment thereof shall be made by the Engineer-in-Charge by determining the rates on analysis worked out from (a) the basic rates of materials and labour provided in the current schedule of rates or (b) the current market rates of materials and labour provided when even basic rates for the works are not available in the schedule. In the event of any dispute regarding rates determined on analysis for any altered, additional or substituted work under this clause, the decision of Chief Engineer, W.B. H I DCO, shall be final and binding.

8.32 DEFECTIVE WORK :

- 8.32.1 The Employer shall, during the progress of the works, have power to order in writing from time to time the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications supplied by consultants, and contractor shall forthwith carry out such order at his own cost. In case of defaults on the part of the contractor to carry out such order, the Employer shall have the power to employ other persons to carry out the same and all expense consequent thereon or incidental/thereto as certified by the engineer-in-charge shall be borne by the Contractor or may be deducted by the Employer from any money due or that may become due to the contractor against this contract or any other contract with the Employer.
- 8.32.2 The contractor is responsible and shall ensure that there are no leakage or seepage in roofs, ceilings, walls, or floors or in the water supply, electrical or sewage system. Contractor shall do the complete stage of work to the satisfaction of Employer.
- 8.32.3 Engineer-in-Charge has full authority discretion to reduce / part the rates of various items if the executed item is not up to the satisfaction or yet to be completed. No objection from contractor shall be entertained on this ground.

8.33 ORDERS UNDER THE CONTRACT :

- 8.33.1 All directions, notices etc, to be given under the contract shall be in writing, type script or printed 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 date when in the ordinary course of post it would have been delivered to him.
- 8.33.2 If the contractor after receipt of written notice from the Employer requiring compliance, fails to comply within fifteen days with such further drawings and or engineer-in-charge's instructions, the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the contractor by the Employer as a debt or may be deducted by him from any money due to/become due to the contractor. The measurements shall be taken jointly by the Engineer-in-Charge or any person or persons duly authorized by him and the contractors, representatives, immediately on completion of the items or work.

8.34 MEASUREMENTS :

- 8.34.1 The contractor shall measure the work done according to PWD mode of practice and enter into their measurement book, sign and submit it in triplicate to the Engineer-in Charge for verification and certification.
- 8.34.2 If any alterations or additions (other than those authorized) have been covered up by the Contractor without his having given notice of his intention to do so, the engineer-in-charge shall be entitled to appraise the value thereof and in the event of any dispute the decision of the Employer thereon shall be final and binding.
- 8.34.3 The measurement and valuation in respect of the contract shall be completed within three months of the completion of the contract works.

8.34.4 Payments for Works :

The price quoted by the contractor will be considered sacrosanct and final for the project / tender cost. The payment to the accepted bidder will be made as outline above vide clause 8.34.1.

8.34.5 TAXES & DUTIES

All Government taxes and duties like – Octroi, Toll, Sales Tax/ GST , Professional Tax, Works Contract Tax, Royalties or any other new taxes or levies etc. shall be payable by the contractor and the quoted rates shall include all the above taxes. The employer will not entertain any claim whatsoever in this respect

8.35 DELAY AND EXTENSION :

If the work is delayed beyond the stipulated time for reasons given below, then the Contractor shall immediately give a written notice thereof to the Employer, but the contractor shall nevertheless consistently use his endeavors to prevent delay and shall do all that may be reasonable or required to the satisfaction of the Employer to proceed with the work. The Employer shall grant fair and reasonable extension of time for the completion of works in the following cases. :

a) By force majeure; as desired hereunder:-

The contractor shall not be held in default in performance of his obligations if such performance is prevented or delayed due to any unforeseen causes beyond his control such as Act of God, action of Govt. in its sovereign capacity and its statutory bodies, Civil commotion, flood, earthquake or any other natural calamities which cannot be foreseen.

However, it shall be incumbent on the contractor to inform the Employer regarding conditions of force majeure in writing with documentary proof within 15 days of commencement and completion of Force majeure circumstances.

b) By the works or delays of other contractors or tradesmen engaged by the Employer.

c) In consequence of the Contractor not having received in due time necessary instruction/clearance from the engineer-in-charge for which he shall have specifically applied in writing, fifteen days before its actual requirement.

d) No claim whatsoever for any extra compensation in respect of or arising out of extension of time as specified above shall be payable by the employer.

8.36 CERTIFICATE OF COMPLETION :

8.36.1 Immediately after completion of the whole work which has been mentioned in the contract, the contractor shall give written notice thereof to the Employer and consulting architect. The work shall be completed to the entire satisfaction of the Employer and consulting architect. If satisfied the Employer, shall issue the certificate of completion.

8.36.2 The works shall not be considered as completed unless the Employer has certified in writing that they have been accepted by the Employer. The defects liability period as mentioned in Clause 8.38 shall commence from the date certified by the Employer as date of completion.

8.37 AS BUILT DRAWINGS :

The CONTRACTOR shall submit 4 sets of As Built Drawings along with CD's for all trades of work to the ENGINEER-IN-CHARGE for his approval along with the Final Bill. The Contractor shall transfer all guarantee Certificates in favour of the Employer in respect of any item of works, material supplied having warranty.

8.38 DEFECTS LIABILITY PERIOD :

8.38.1 a) Defects Liability Period shall be Thirty Six calendar months, Clause 17 of HIDCO Form No.2911 after actual completion of the works as certified under clause 8.36.2. Any defects in material of workmanship observed in the entire work during execution of work or within defect liability period shall be notified in writing by the Employer to the Contractor and shall be rectified by him at his own cost within time as specified by Employer.

b) To facilitate prompt attention to the defects the Contractor shall employ a team of tradesmen like Masons, Plasterers, Carpenters, Plumbers, Fitters and Labors covering all trades along with necessary materials and spares. A supervisor will also be available along with the maintenance team to take instructions from Employer. The maintenance team will be available throughout the defects liability period. The composition of the tradesmen will vary according to the nature of recurring defects noticed in the buildings. In case of default the Employer may employ any other person to rectify or make good such defects. All expense consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Employer and shall deduct from RA bills or retention money or performance Guarantee/ Defect Liability deposit.

8.38.2 Should any defective works have been done or material supplied by any sub contractor employed, the contractor shall be liable to make good in the same manner as if such work or material has been done or supplied by the contractor. The contractor shall remain liable under the provisions of this clause notwithstanding the signing by engineer in charge of any certificate or passing any account.

8.39.1 LIQUIDATED DAMAGES :

i) The time allowed for carrying out the work as entered shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent, or such smaller amount as the Chief Engineer, W.B. HIDCO (whose decision in writing shall be final) may decide, on the amount of the tendered amount of the whole work as shown in tender for everyday that

the work remains un-commenced or unfinished after the proper dates. The contractor shall commence execution of such part of the work as may be notified to him within days from the date of the order for commencement for work and diligently continue such work and further to ensure good progress and during the execution of the work, he shall be bound in all cases in which the time allowed for any work exceeds one month to complete one-fourth of the work before one-fourth of the whole time allowed under contract has elapsed, one-half of the work before one-half of such time elapsed and three-fourth of the work, before three-fourth of such time elapsed in the event of the contractor failing to comply with any of the conditions here in he shall be liable to pay compensation equal to one percent, or such smaller amount as the Chief Engineer, W.B. HIDCO (whose decision in writing shall be final) may decide, on the said tendered amount of the whole work for everyday that the due quantity of work remains incomplete or unfinished after the proper duties. PROVIDED ALWAYS that the entire amount of compensation to be paid under the provisions of this clause shall not be exceeding ten percent on the tendered amount of the work as shown in the tender.

- ii) In any case in which under any clause or clauses of the contract the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) the General Manager – III (Engineering) shall have power to adopt any of the following courses as he may deem best suited to the interest of HIDCO.
- iii) To rescind the contract (of which rescission notice in writing to the contractor under the hand of General Manager – III (Engineering) shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of HIDCO.
- iv) To employ labour paid by HIDCO and to supply materials to carry out the work or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price a certificate of the General Manager – III (Engineering) shall be final and conclusive against the contractor) and crediting him with the value of work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract, the certificate of the General Manager – III (Engineering) as to the value of the work done shall be final and conclusive against the contractor.
- v) To measure up the work of the Contractor, and to take such part thereof as shall be unexecuted out of his hands, and to give another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificate in writing of the General Manager- III (Engineering) shall be final and conclusive and shall be borne and paid by the original contractor and, may be deducted from any money due to him by HIDCO under the contract or otherwise or from his security deposit or the proceeds of, sale thereof or a sufficient part thereof.

In the event of any of the above courses being adopted by the General Manager - III (Engineering) the contractor shall have to claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into agreements, or made any advances on account of, or with a View to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the aforesaid the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed under this contract, unless and until the Chief Engineer, W.B.HIDCO / General Manager – III (Engineering) will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

8.40 PRICE ESCALATION :

The contract amount shall remain firm and shall not be subject to any escalation whatsoever. If the work continued beyond stipulated period of completion i.e. work completed in the extended period and for that also no escalation will be allowed.

8.41 RUNNING ACCOUNT PAYMENTS :

FOR CIVIL / ELECTRICAL / SEWERAGE-DRAINAGE / HVAC / FIRE FIGHTING/ INTERIOR.

8.41.1 The Contractor shall at intervals of not less than thirty days submit bills in triplicate format for work done.

8.41.2 Any certificate relating to work done or materials delivered may be modified or corrected by any subsequent certificates or by the final certificate and no certificate of the Employer supporting any payment shall on itself be conclusive evidence that any work or materials to which it relates are in accordance with the contract.

8.41.3 Blank

8.41.4 All payments to the contractor shall be subject to deduction of Income tax at Source as per section 194(c) of Income Tax Act and other deductions as per contract.

8.42 FINAL BILL

8.42.1 The final bill shall be submitted by the Contractor in triplicate within three months of physical completion of the works to the satisfaction of the Employer.

- 8.42.2 It shall be accompanied by all measurement books, abstracts, vouchers etc. supporting it and shall be prepared in the manner prescribed by the Employer..
- 8.42.3 No charges shall be allowed to the contractor on account of the preparation of the final bill.
- 8.42.4 No further claims shall be made by the Contractor after submission of a final bill, and other claims if at all, shall be deemed to have been waived and extinguished with his free consent.
- 8.42.5 The Engineer-in-charge shall check and forward the final bill along with all the measurement books in original to the Employer.
- 8.42.6 The Contractor shall be entitled to be paid the full quoted value of work less the value of payment made on account and any charges properly preferred under the conditions of contract, for stores supplied by the Employer.
- 8.42.7 All payments due under this contract shall be made by means of NEFT/ RTGS.

8.43 RECOVERY FROM CONTRACTOR :

- a) Whenever any claim for payment of a sum of money arises(s) out under this contract against the Contractor , the Contractor shall on demand make the payment of the same or agree for effecting adjustment from any amounts due to him by the employer. If however he refuses or neglects to make the payments on demand or does not agree for effecting adjustment from any amount due to him, the Employer shall be entitled to withhold an amount not exceeding the amount of claim(s), from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contract with the Employer or from the Contractors security money amount and retain the same by way of lien till such time, payment is made by the contractor or till the claim(s) is/are settled or adjusted.
- b) It is an agreed condition of this contract that the sum of money(s) withheld or retained as and by way of lien under this condition by the Employer, will be kept, withheld or retained as such by the Employer, till the claims arising out of or under/this contract is settled or adjusted and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such sum so withheld.

8.44 DETERMINATION

- 8.44.1 The Employer may without prejudice to any other right or remedy cancel the contract in part or whole in any of the following cases :

If Contractor :

- a) Being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or having received orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any Insolvency Act for the time being in force or made any conveyance or assignment of his effects or composition or arrangement for the benefits of his creditor or purport so to do or if any application be made under Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him for an behalf of his creditors or .
- b) 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 :
- c) Assigns, transfers or subjects or attempts to assigns transfer or sublet any portion of the works without the prior written approval of the Employer or.
- d) Makes defaults in commencing the work within a reasonable time from the date of the handing over of the site and continue in that state after reasonable notice from the Employer .
- e) In the opinion of the Employer at any time whether before or after the date or extended date for completion makes defaults in proceeding with the works with due diligence and continues in that state after reasonable notice from the Employer.
- f) Fails to comply with any of the terms and conditions of the contract after reasonable notice in writing with directions properly issued there under.
- g) Fails to complete the works, work order and items of work within individual dates for completion and clear the site on or before the date of completion.

8.44.2 Whenever the Employer exercise his authority to cancel the contract under Clause 8.44.1 he may complete the works by any means at the contractors risk and expense provided always that in event of cost of completion after alternative arrangements have been finalized by the Employer to get the works completed or estimated cost of completion approved by the Employer being less than the contract cost, the advantage shall accrue to the Employer. If the cost of completion after the alternative arrangements have been finalized by the Employer to get the work completed or estimated cost of completion and approved by the Employer exceeds the money due to the contractor under this contract, the Contractor shall either pay the excess amount or the same shall be recovered from the Contractor by adjustments from outstanding or by other means.

8.44.3 The Employer shall also be at liberty to use the materials and other stores on site as he thinks proper in completing the work and the Contractor will be

allowed the necessary credit. The amount of credit to be allowed in completing the work shall be approved by the employer and the amount so assessed shall be final and binding on the Contractor.

- 8.44.4 In case the Employer completes or decides to complete the works under the provisions of this contract, the cost of such completion to be taken into account in determining the excess cost to be charged to the contractor under this condition shall be the cost or estimated cost of materials purchased or required to be purchased and or the labour provided or required to be provided by the Employer, as also the cost of the contractors materials used with addition of appropriate percentage to cover superintendence and establishment charges.

8.45. **FORECLOSING OF WORK**

- 8.45.1 If at any time after the acceptance of the tender the Employer shall for any reason whatsoever not require the whole or any part of the works, to be carried out the Employer shall give notice in writing of the fact to the contractor, who 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 work in full but which he did not derive in consequence of the foreclosing of whole or part of the works.

- 8.45.2 He shall be paid at contract rates for the full amount of the executed works including such additional work e.g. clearing of site etc. as may be rendered necessary by the said foreclosing, he shall be allowed a reasonable payment (as decided by the Employer) for any expenses sustained on account of labour and materials collected but which could not be utilized on the works.

8.46 **DISPUTE :**

If any dispute arises and persists between the Employer and Contractor, the same shall be referred to the Chief Engineer(Civil/Electrical) WB HIDCO Ltd. of the Employer whose words on such disputes shall be final and binding on the both the parties.

9.0 SUPPLEMENTARY OR SPECIAL CONDITONS OF CONTRACT

- 9.1 These Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract and other parts/sections of the Tender Documents. In case any provisions in these Special Conditions (given herein below) are at variance with the General Conditions and/or other sections of the Tender Documents the Special Conditions shall be deemed to take precedence there over.

In General Conditions and other parts of the Tender/Contract Documents, if it is stated that the Engineer-in-Charge will issue Approvals, Orders, Certificates for Payments, Completion Certificates, Drawings, Designs, Decisions and Instructions etc. this shall mean that the Engineer-in-Charge shall first obtain the same in writing from Employer; before issuing it to the Contractor.

- 9.2 The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of the Employer and to the satisfaction of the Employer. The employer may time to time, issue further drawings and/or written instructions, details, directions and explanations to the employer which are hereinafter collectively referred to as engineer-in-charge's Instructions' in regard to :

- a) The variations or modifications of the designs, quality or quantity of works or the addition or omission of works or the addition or omission of substitution of any work.
- b) Any discrepancy in the drawings or between the drawings and/or specifications
- c) The removal and/or re-execution or any works executed by the Contractor.
- d) The removal from the site of any material brought thereon by the Contractor and the substitution of any other material therefore.
- e) The dismissal from the works of any person employed there upon.
- f) The opening up for inspection of any work covered up.
- g) The amending and making good of any defects regarding removal of improper works and materials etc.

The Contractor shall forthwith comply and fully execute any work comprised in such employer's Instruction provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the engineer-in-charge shall, if involving a variation be confirmed in writing by the Contractor within 7 days to the Employer, else such shall be deemed to be the employer's Instructions within the scope of the Contract.:

- 9.3 The CONTRACTOR should inspect and examine the site and it's surrounding thoroughly and should acquaint himself about the nature of ground, sub-soil conditions, topography of site, existing structure(s), availability of water, food stuff, labour and other facilities, before tendering for this work. No claims shall be entertained for his failure in this matter. If any approach road or any culvert is required at site from the main road or existing approach is to be improved and maintained for cartage of his material etc., the same shall be provided, improved and maintained at his own cost by CONTRACTOR.
- 9.4 A standard benchmark with reference to which the whole work is to be carried out shall be constructed by the CONTRACTOR. The level shown on the outline drawings are with reference to standard benchmark. The CONTRACTOR shall establish reference benchmark at suitable spots. The construction and maintenance of the bench marks shall be the responsibility of the CONTRACTOR. No payments shall be made for this work. The CONTRACTOR shall set out all the works and shall be responsible, for the true and perfect setting out/layout, position, levels, dimensions etc. as shown in Drawings. Any error or mistake ever noticed during the progress of work, shall be rectified by CONTRACTOR at his own cost.
- 9.5 Suitable areas at site as proposed by the CONTRACTOR and approved by the Employer will be given for site-offices, stores, stockyards and labour camps. All necessary temporary roads, culverts, structures, guards, fencing and enclosures etc. shall be erected and maintained by the CONTRACTOR at his own cost. The Dewatering of all accumulated water in all locations on work site from whatever source of cause until the Virtual completion of the entire work shall be done at CONTRACTOR'S own cost. The CONTRACTOR shall clear the site of works as per the instructions of the Employer. The site shall be delivered in a clean and neat condition within a period of one week after Virtual Completion. In case of failure to comply with this requirement by the CONTRACTOR the EMPLOYER may have the sites cleared by another CONTRACTOR and deduct the cost of carrying out the work from sums due to the CONTRACTOR.
- 9.6 The Contractor shall provide and maintain a site throughout the period of works the following at his own cost and without extra charge, the cost being held to be included in the contract rates :-
1. All labour, materials, plant, equipment and temporary works required to complete and maintain the works to the satisfaction of the EMPLOYER.
 2. Lighting for night work and also whenever and wherever required by the ENGINEER IN-CHARGE.
 3. Temporary fences, guard lights and protective work necessary for protection of workmen, supervisors, Engineers or any other persons permitted access to the site.
 4. All equipment, instruments and labour required by the ENGINEER-IN-CHARGE for measurement of the works.

5. A waterproof and air-conditioned, lockable, office-accommodation with attached toilet, for EMPLOYER consisting of two (2) rooms each of approx. 15 sq. meters. These offices shall be provided with all sanitary, water supply and electrical services and shall be kept in clean and tidy conditions. Necessary display boards, office furniture, almirahs and telephone facilities will be provided therein, and the cost should be included in the quoted amount.

Further 1 (ONE) No. inspection vehicle which should be brand new having commercial license, Scorpio , Honda city or equivalent model .The car to be provided along with driver with cost of fuel maintenance etc. all complete . The car to be provided at site during the working hours i.e. 24 hours duty though out the year for the departmental staffs for their use with more mobility for frequent supervision of site even at odd hours for smooth and speedy progress of work, and the cost should be included in the quoted amount. No separate payment will be paid to the Contractor for this inspection vehicle.

6. The separate site offices shall be provided for contractor's own staff along with other storage structures/stockyards etc. to keep his own and Employers supplied materials, Tools, Plants and Equipments, FAX MACHINE etc. The necessary safety, security, water and protection against rain, sun, and theft etc. is to be provided for all site offices/structures etc.
7. A temporary enclosure (whenever and wherever required) along the periphery of the site by erecting ply board panels or C.G.I. sheets or M.S. sheets (Minimum height 2.5 meters or as required by Local Administration fixed on wooden posts / M.S. Angle posts etc. with suitable entry gates etc. shall be erected by the Contractor including obtaining permission for the same..
8. The Display Boards for the Project shall be supplied and erected as per given sizes, specifications and descriptions and at specified locations, as approved by EMPLOYER..
9. A field Laboratory will be established in a room of suitable size equipped with the following, with adequate labour and materials required for carrying out tests therein :
 - i) Set of standard sieves for testing grading of sand and a 75 micron sieve for testing silt content.
 - ii) Sieves with openings respectively of 5mm, 10mm, and 20mm for testing grading of aggregates.
 - iii) Balance of capacity 10 Kg reading to 5 gm, with weights.

- iv) Primus stove and pans for drying of sand and aggregates..
- v) Glass measuring flasks of 1/2 and 1 litre capacity.
- vi) Flask for determining moisture content of sand.
- vii) Slump cone for slump test.
- viii) Minimum 24 steel moulds for 150 x 150 mm test cubes. It may be necessary to provide more steel cube moulds depending upon concreting programmed.
- ix) Work benches, shelves, desks, sinks and any other furniture and lighting as required by the ENGINEER-IN-CHARGE.
- x) Cube testing machine.
- xi) Heating oven with thermostatic control up to 300°C (Electrical).
- xii) Any other equipment not specifically mentioned above which can reasonably be held necessary for the completion of the contract works to the satisfaction of the ENGINEER-IN-CHARGE.

NOTE : The requisite tests shall be conducted in field Laboratory as per P.W.D. Specifications and other related I.S. Codes. All such tests shall be conducted in presence of the ENGINEER-IN-CHARGE and the proper Test Records shall be maintained by CONTRACTOR with the attestations by the ENGINEER-IN-CHARGE. The CONTRACTOR shall bear all expenses for installing, running and maintenance of this Field Laboratory.

9.7 INFORMATION TO BE SUPPLIED BY THE CONTRACTOR AT THE COMMENCE- MENT OF THE CONSTRUCTION

The Contractor shall submit the following information within 10 days of the date Letter of Award of works :

- a) Organization of the Contractor.
- b) Organization of the Site.
- c) Operational method of the site, i.e. holidays, working hours.
- d) Temporary facility layout plan.
- e) Overall schedule of the Construction.

- f) Subcontractors list.
- g) Security and management of the site.
- h) Submittal schedule of the Construction drawings/shop drawings.
- i) Time schedule of the necessary application to the Authorities.
- j) Time schedule of the major inspection.
- k) Time schedule of the submittal of samples.
- l) Quality assurance set up with qualified personnel.

9.8 INFORMATION TO BE SUPPLIED BY THE CONTRACTOR DURING THE CONSTRUCTION PERIOD

A senior representative of the CONTRACTOR shall attend weekly meetings at the site and in addition, meetings as arranged by the EMPLOYER to discuss the progress of work and sort out problems if any and ensure that the work is completed in the stipulated time. The CONTRACTOR shall submit to the Engineer-in-Charge, every fortnightly :

- a) Detailed industrial statistics regarding the labour employed by him daily
- b) A list of technically qualified persons employed by him for the execution of the work.
- c) The total quantity and quality of materials used for the works and supplied to site.
- d) A fortnightly progress report along with requisite photographs.
- e) Weather report including temperature , humidity and Rain fall Data .
- f) Special incident at site.
- g) Whether the work is progressing according to schedule, or not. If not, what are the problems and the remedial measures to be taken to regain schedule.
- h) Inspection record and Schedule
- i) Record of the approvals by EMPLOYER.
- j) Record of the discussions by EMPLOYER.
- k) Fortnightly Construction Schedule.

- l) Monthly Construction Schedule.
 - m) Installation method of the materials, construction, erection of equipments etc
 - n) Detailed Schedule indicating when the CONSULTING ARCHITECT'S / ARCHITECT'S REPRESENTATIVE'S presence is required at site
- 9.9
- A) The CONTRACTOR shall plan, engage, deploy his men, materials and machineries in such a way that suits best in the interest of the progress of the works and no claims on account of idle labour, manpower and machinery shall be entertained at any stage for reasons whatsoever it may be.
 - B) The CONTRACTOR shall comply with all Safety Rules, Labour Rules, Workmen's Compensation Act, Minimum Wages Act, Building Bye-Laws Rules and Regulations of Local Authorities or State Government as applicable to the works. The CONTRACTOR shall bear all the GST, Royalty, Octroi and other Taxes etc., as applicable for such works..
 - C) The CONTRACTOR shall take all precautions to avoid all accidents by providing and exhibiting necessary Caution Boards day and night, speed limit boards, Red Flags, Red Lights and by providing barriers etc. He shall be responsible for any/all damages and accidents caused due to negligence on his part or his workers/sub-contractors/Agencies working at site and to the owners of the adjoining areas and to traffic etc, during the execution of work.
 - D) During working at site, some restrictions may be imposed by ENGINEER-IN-CHARGE/SECURITY STAFF of EMPLOYER or local authorities regarding safety and security etc. on the working and/or movement of labour, materials etc. The CONTRACTOR shall be bound to follow all such restrictions/ instructions and nothing extra shall be payable on this account. No materials, machinery, T & P etc., whether belonging to EMPLOYER or CONTRACTOR, shall be allowed to go out of the site premises without the written authority/gate pass to be issued by EMPLOYER/ENGINEER-IN-CHARGE.
 - E) CONTRACTOR'S attention is initiated to the fact that during the currency of this contract, works on other services which are outside the scope of the work of this contract, may be entrusted for execution to other Agencies. The Contractor shall permit full access and afford all co-operation and facilities for such other agencies or departmental workmen, if any, engaged by EMPLOYER; to carry out their part of works in the site premises. Nothing extra shall however be payable to the CONTRACTOR on this account. Any damage done to the existing structures during the execution of works shall be made good by the CONTRACTOR at his own cost and the rectification/ re installment /making good etc, shall conform to the standard of materials originally used on the work and shall match with existing work in all respects to the entire satisfaction of the ENGINEER-IN-CHARGE.

- F) The CONTRACTOR shall secure CONTRACTOR'S ALL RISK POLICY for the full contract value, Third Party Insurance and other Insurance policies as mentioned elsewhere, to cover any loss or damage to any person within the site premises and to works of other persons caused either by his own men, or his sub-contractors or persons/machinery T & P deployed by him directly/indirectly. The CONTRACTOR shall keep in force all such policies at his own cost up to the expiry of the Defect Liability Period.
- G) All materials to be used in the work shall be as per Specifications applicable and shall be got approved from EMPLOYER before incorporating them/procurement at site. Unsound materials works shall be removed or dismantled at his own cost and replaced free of cost. All test of materials/water etc. shall be done at CONTRACTOR'S cost in approved laboratories, to be indicated by EMPLOYER.
- H) The CONTRACTOR shall bear all incidental charges for carriage to site, local carriages within the site, storage and safety custody of all materials. Suitable go-downs shall be erected, at places to be indicated by ENGINEER-IN-CHARGE at site for the proper storage of all materials, for their safety against damages. Cement shall be stored in a water proof separate go-down with brick paved floorings provided with a single lockable door. The cement shall be received/ issued into/from the go-down with the knowledge of EMPLOYER/ ENGINEER-IN-CHARGE and a proper record for its daily receipt/issues shall be maintained.
- I) All materials which are stored on site such as bricks, metals, sand etc., shall be stacked in such a manner as to facilitate rapid and easy checking of quantities of such materials. The safety and security of all materials brought to the site shall be the sole responsibility of the CONTRACTOR. The material, against which an advance has been paid by the EMPLOYER, shall be carefully stored and protected at site by the CONTRACTOR. No material shall be removed from the site without the written permission of the EMPLOYER and all materials brought to site shall be used in the contract work only.
- J) The CONTRACTOR shall pay all charges in connection with the provision of services to the offices and stores. The CONTRACTOR shall provide and maintain at his own cost and expense adequate sanitary arrangements for the use of workmen and others in accordance with the rules and regulations of all relevant authorities at the location chosen by the Employer.
- 9.10 A) No compensation shall be payable to the CONTRACTOR for any damage caused by rains, lightning, wind, storm, floods, tornado, earthquake or other natural calamity during the execution of work. He shall make good all such damages at his own cost; and no claim on this account will be entertained.

- B) **The CONTRACTOR shall remain fully responsible for safety, soundness workmanship and water tightness of the works wherever water proofing treatment are done and shall execute a Guarantee Bond on Rs.10/- Stamp paper for any leakage/seepage/failure of water proofing systems for period of 10 years (Minimum).**
- C) The CONTRACTOR shall obtain the Virtual completion certificate from the EMPLOYER as soon as the works are completed as per contract and to the entire satisfaction of the EMPLOYER. The 36 months defects liability period and release of Security Deposit installments shall be reckoned from the date of satisfactorily completion.
- D) **No interest shall be payable on account of delay in payments of bills, release of Earnest Money deposits and/or release of Security Deposits. No interest shall accrue on Earnest Money Deposit / Security Deposits.**

9.11 SAMPLES .

- a) For each and every case in the Contract the samples are to be submitted for approval, the CONTRACTOR shall submit one (1) piece of each item to the Employer. Each piece shall be clearly and properly labeled.
- b) All such samples shall be truly representative, and shall be sufficiently large to properly and accurately show the quality, texture, color and/or other pertinent characteristics of the finished work or installation(s). In all cases, the finished work shall exactly match the sample in each and every respect.

9.12 Co-ordination of Work :

- a) The CONTRACTOR shall consult all appropriate Drawings and Specifications in order to carry out all aspects and phases of the installation (s) without interference to other portions of the work, and shall verify all dimensions, details, locations, etc. with the Drawings and/or Specifications of all other Divisions where appropriate.
- b) Minor changes in the routing of piping conduit and/or in the location of equipment to avoid conflict with other Divisions / executing agencies may be required without additional cost to the EMPLOYER. If such changes do not constitute a modification in the intent of the system or installation(s), conflicts of this nature shall be resolved in the field. In all cases, however, interpretation of what constitutes a modification in the intent of the system or installation(s) shall be made by the engineer-in-charge.
- c) Major alternations, deletions, additions and/or questions of intent shall be referred in advance, and in writing, to the Employer for a decision..

9.13 Cutting and Repairing Openings :

- a) The CONTRACTOR shall cooperate with work to be done under other sections and Divisions by providing full information in advance as to openings required in walls, slabs and footings for all piping, duct, conduit and equipment, including information on the proper positioning of sleeves required.
- b) Any drilling or cutting required to carry out work under this contract shall be the responsibility of the CONTRACTOR, and the cost thereof shall be borne by him.
- c) For any holes in concrete, the CONTRACTOR shall provide, accurately position and install sleeves in the form(s) before the pouring of the concrete. The CONTRACTOR shall pay any additional costs that may be required for cutting any holes as a result of the incorrect positioning of sleeves. All holes through existing concrete shall be core drilled or saw cut. The CONTRACTOR shall seek and obtain the prior written approval of the Employer and consultant before drilling or cutting any holes in existing concrete.
- d) It shall be the responsibility of the CONTRACTOR to ascertain that all chases and openings are properly located

9.14 Cleaning and Protection :

- a) The CONTRACTOR shall keep the work clean and free of waste. All materials delivered to the job site shall be promptly stored in an approved area to minimise congestion or interference with other trades or with the orderly progress of the work.
- b) Debris of any kinds shall be removed from the exterior and interior of all equipment, piping, conduit, junction boxes, ductwork, accessories and appurtenances upon completion of the work, and prior to the operation of any system and/or final inspection or and testing.
- c) The CONTRACTOR shall provide for the safety and good condition of any and all equipment and/or materials until final acceptance by the Employer.
- d) The CONTRACTOR shall protect all materials and equipment from damage, provide adequate and proper storage facilities during the progress of the work, and take special care to provide proper protection for bearings, open connections, etc.
- e) All mode shall be of quiet operating type, guaranteed to fulfill the specific requirements without producing any sound audible outside machine rooms. All belt-connected motors shall have adjustable bases and set screws to maintain proper belt tension. Proper belt guards shall be installed for all motors where appropriate

9.15 Shop Drawings

The Contractor shall have to prepare detailed shop drawings and obtain necessary approval from Engineer-in-charge, before execution of items of work such as Aluminium Works, Stainless Steel Works etc.

9.16 **As built drawings :**

The CONTRACTOR shall submit 4 sets of As Built Drawings along with CD's for all trades of work to the ENGINEER-IN-CHARGE for his approval along with the Final Bill.

9.17 Permissions and Licences

The contractor is responsible for obtaining all due sanctions and the completion certificate of the building before or within one month of the completion of the building. He will be provided all requisite assistance by the employer, but will be reimbursed only for legal & valid receipts produced against above sanctions. The employer will entertain no claims without official receipts.

9.18 **SECRECY**

1. The details, information, drawings, specification of material etc. being provided therein are the absolute and exclusive property of the employer
2. The Contractor is required to keep all the information / details / drawings / materials specifications confidential and to maintain secrecy.
3. No information relating to the works shall be copied or otherwise reproduced in any way or conveyed to any third party except as may be essential for proper execution of the works or with the prior written consent of Employer.
4. All contract documents and any other further information deemed relevant by the engineer-in-charge together with all copies of the same made by Contractor, his sub-contractors and suppliers, other concerned with the Works and authorized third parties shall be returned by Contractor to the employer upon completion termination, abandonment of the Contract.
5. Neither the Contractor nor his sub-contractors, suppliers or any third party shall display any signboards or other form of advertisement at or near the site, until and unless approved by Employer.
6. Neither the Contractor nor his Sub-contractors, suppliers or any third party shall use or permit to be used any details of the works in any form of publicity or advertisement in any part of the world.

7. Photographic equipment shall not be taken on or near the site and the taking of photographs at or near the site is strictly forbidden (except for Employer & Consulting Architect) until and unless permitted by Employer in the interest of the project.
8. The Contractor shall incorporate into any Sub-contract or Supply Agreements in connection with the works a clause imposing upon the Sub-contractor or supplier the same obligations as are imposed upon the Contractor by this clause..

10.0 LOGISTICS PLAN HEALTH

10.1 Labour and Employment Laws.

10.1.1 No labour below the age of eighteen (18) years shall be employed on the Project.

10.1.2 The Contractor shall not pay the laborers engaged by it on the Project less than what is provided for under the applicable laws. Whether for time or piece work, based on the applicable rates of wages as fixed under law at the time. The Contractor shall ensure that the provisions in the minimum Wages Act and the Provident Fund Act, as amended from time to time, are fully complied with. The Contractor shall maintain the necessary registers and records for payment of wages, overtime, Provident Fund etc, made to its workmen / Regional Provident Fund Commissioner as required by the Conciliation Officer (Central) Minister of Labour, Government of India, Provident Fund Department or such authorized person appointed by the Central and/or State Government. The Contractor shall ensure this is complied by this contractor engaged on the Project, including any labour contractor employed by him.

10.1.3 The Contractor, at his own expense, shall comply with all the current applicable labour laws and keep the employer indemnified thereof.

10.1.4 The Contractor shall pay equal wages to both men and women in accordance with the applicable Labour Laws.

10.1.5 The Contractor is covered under the Contract Labour (Regulation and Abolition) Act; it shall obtain a license from the licensing authority (i.e. Office of the Labour Commissioner) by payment of the necessary prescribed fee and deposit. Such fee's and deposits shall be borne by the Contractors and included in their Tender.

10.1.6 The Contractor shall employ labour in sufficient numbers, either directly or through Sub-Contractor's, to maintain the required rate of progress and of quality to ensure workmanship is to the degree specified in the Contract documents and to the satisfaction of the Engineer. In-Charge.

- 10.1.7 The Contractor shall furnish to the Engineer-In-Charge the labour returns of the number and description, by trades, of the people employed on the Project every Saturday. This shall be for the preceding week.
- 10.1.8 The Contractor shall submit in the last working day of each month to the Engineer-In charge an Accident Status Report. This shall show the accidents that occurred during that time period; the circumstances under which they occurred; and the extent of damage caused by them
- 10.1.9 The Contractor shall submit on the last working day of each month to the Engineer-in-Charge a Maternity Benefits Statement. This shall identify the number of female workers who have been allowed Maternity Benefit as provided under the Maternity Benefit Act 1961, or the Rules made there under, and the amounts paid to them.
- 10.1.10 The Contractor shall comply with all the provisions of the following statutory acts or any modifications thereto and the rules made there under from time to time.
- Indian Factories Act 1948
 - Payment of Wages Act 1936
 - Minimum Wages Act 1948
 - Employers Liability Act 1938
 - Apprentices Act 1961
 - Workmen's Compensation Act 1923
 - Industrial Disputes Act 1947
 - The Maternity Benefits Act 1961
 - Contract Labour (Regulation and Abolition) Act 1970
 - Employment of Children Act 1933
 - Provident Funds and Miscellaneous Provisions Act 1952
 - The Employee's Pension Scheme 1995.
 - West Bengal Building and Other Construction Workers Welfare CESS Act 1996 and Rules there under.
- 10.1.11 Should a report be made by an Inspecting Officer, as defined in the Contract Labour (Regulation and Abolition) Act 1970, the Developer shall have the right to deduct from any money due to the Contractor any sum required, or estimated to be required, for making good the loss(es) suffered by a worker or workers by the reason of non-fulfillment of the Conditions of the Contract relating to the benefits of workers, non-payment of wages or of deduction made from their wages which are not justified by the terms of the Contract or non-observance.
- 10.1.12 The Contractor shall indemnify the employer against any payments to be made under and for the observance of the provisions of the aforesaid Acts.
- 10.1.12.1 In the event of the Contractor committing a default or breach of any of the provisions of the aforementioned Acts, as amended from time to time, of

furnishing any information or submitting or filling in any Form/Register/Slip under the provision of these Acts which is materially incorrect, then on the report of the Inspecting officers, the Contractor shall, without prejudice to any other liability, pay to the employer a sum not exceeding Rs. 1000.00 as Liquidated Damages. This shall be applied to each incident for every default, breach or furnishing of, submitting, making and/or filling-in materially incorrect statements, the exact amount shall be fixed by the Engineering- in-Charge.

10.1.12.2 In the event of the Contractor's default continuing in this respect, the Liquidated Damages may be increased to Rs 100.00 per day for each day that default occurs up to a maximum of one percent (1%) of the Contract Amount.

10.1.12.3 The Engineer- in Charge shall deduct such amounts from the interim application for Payment or the Security Deposit of the Contractor and credit the same to the Welfare Fund constituted under these Acts. The decision of the Employer in this respect shall be final and binding.

10.2 Health and Sanitary Arrangements for Workers Employed by the Contractor.

10.2.1 These rules shall apply to all the building and construction contracts.

10.2.2 In respect of all labour directly or indirectly employed on the Project for the execution of the works which is for the performance of the Contractor's part of this Agreement, the Contractor shall comply with, or cause to be complied with, all the rules and regulations of the local sanitary and other Authorities or as required by the Engg in Charge from time to time for the provision of the adequate Health and Sanitary arrangements for all workers.

10.2.3 The Contractor shall provide off site, if required, it own separate labour camp complete with all amenities such as electricity, water and other health and sanitary arrangements. The Contractor shall also provide all the necessary surface transportation to the project site and back to the labour camp for all their labour personnel accommodated in the labour camp.

10.3 First Aid

The Contractor shall provide and maintain at the Project site, in an easily accessible place, first aid supplies including an adequate supply of sterilized dressings and sterilized cotton wool. These supplies shall be kept in good order and a member of the Contractors staff trained to carry out this module shall be nominated to be in charge of the same and shall be readily available during working hours.

The Contractor shall maintain on site at all times a car, it required shall be available to take any injured person or persons to the nearest hospital.

10.4 Drinking Water

The Contractor shall provide and maintain at one central location, easily accessible to labour, a sufficient supply of safe drinking water.

The water supply storage container shall be no closer than 20 meters from any latrine, drain or other source of pollutions. Where water is obtained from an existing well, which is within the proximity of latrines, drains or other sources of pollutions, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be closed securely and be provided with a trap door that shall be dust proof and seal the opening.

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

10.5 Washing and Bathing Place.

The Contractor shall provide adequate washing and bathing places separately for men and women. Such places shall be maintained in a clear and dry state.

10.6 Latrines and Urinals.

10.6.1 The Contractor shall provide on the Project site, within accessible location, latrines and urinals.

10.6.2 The calculation of the number of units which shall be provided, separately for men and women, is based on the following criteria :

	No of seats
(1) Where the number of persons Does not exceed 50.	2
(2) Where the number of persons Exceeds 50, but does not exceed 100.	3
(3) Extra for every additional 100 persons.	3

10.6.3 If women are employed on the Project site, separate latrines, screened from those provided for men, shall be provided. They shall be clearly marked "For Women Only" in local language. A poster/symbol showing the figure of women shall be exhibited at the entrance of the latrines. These shall be an adequate water supply close to the latrines.

10.6.4 The latrines and urinals for men shall be separate and screened from the women's. They shall be clearly marked "For Men Only" in local language. A poster/symbol showing the figure of a man shall be exhibited at the entrance of the latrines. There shall be adequate water supply close to the latrines.

10.6.5 The latrines shall be :

(i) If water borne sewage system is available, be water-flushed latrines.

Or

(ii) With septic Tank

10.6.6 The latrine structure shall be constructed of masonry or some suitable heat resistant non-absorbent material. It shall be cement plastered inside and outside at least once a calendar year. The latrine shall have thatched roofs.

10.7 Disposal of Excreta

The Contractor shall make arrangements for proper disposal of excreta by incineration by means of a suitable incinerator approved by the Municipal Medical Office of Health in whose jurisdiction the project site is located.

10.8 Provision of Shelter

At the project site, the Contractor shall provide, free of cost, two suitable sheds for meals, one each for men and women, to be used by the labour force. The sheds shall be roofed with thatch, as a minimum, and need flooring will be provided with a dwarf wall of 2 ½ feet. The sheds shall be kept clean.

10.9 Crèches

The Contractor shall provide, where there are women workers employed, two huts for the use of children under the age of 6 years, who belong to these women.

One hut shall be used for the infant's games and where they can play. The other hut shall be used as bedroom.

The huts shall not be constructed to a lower level of construction than :

- (i) Thatched roof.
- (ii) Mud floor and dwarf walls.
- (iii) Planks spread over the mud floor and covered with matting.

- The huts shall be provided with suitable and sufficient openings for light and ventilation.
- There shall be an adequate supply of sweeper to keep the place clean. There shall be 2 Ayas always in attendance.
- The sanitary utensils shall be provided to the satisfaction of the Health officers in whose locality the project site is located.
- The use of the hut shall be restricted to the infants, their attendants and the mothers of their children.
- Where the number of women workers is more than 25 and less than 50, the Contractor will provide at least one hut and 1 dais to look after the children of women workers.

- The size of the crèches will vary with the number of women workers.
- The crèche or crèches shall be properly maintained and necessary equipment, including toys, shall be provided.

10.10 **Solid Waste Disposal**

- 10.10.01 The Ministry of Environment and Forests hereby accords environmental clearance as per the Provision of Environmental Impact Assessment Notification, 1994 and the subsequent amendment Subject to strict compliance of the terms and conditions mentioned below.

Part A – SPECIFIC CONDITIONS

A. Construction Phase

All required sanitary and hygienic measures should be in place before starting construction activities and to be maintained throughout the construction phase.

- 1) During the construction phase average water requirement of about 50 cubic meters per day would be met from tankers. Water usage during construction should be optimized to avoid any wastage.
- 2) The Workers employed during the construction phase will be provided adequate drinking water and sanitary facilities. The safe disposal of waste water and solid wastes generated during the construction phase should be ensured.
- 3) All the topsoil excavated during construction activities should be stored for use in horticulture/ Landscape development within the project site.
- 4) Disposal of muck including excavated material during construction phase should not create any adverse effects on the neighboring communities and disposed off taking the necessary precautions for general safety and health aspects.
- 5) Use of diesel generator sets during construction phase should be enclosed type and should conform to E (P) A Rules prescribed for air and noise emission standards.
- 6) Vehicles hired for bringing construction material at site should be in good condition and should conform to applicable air and noise emission standards and should be operated only during non peaking hours.
- 7) Ambient noise levels should conform to residential standards both during day and night. Incremental pollution loads on the ambient air and noise quality should be closely monitored during construction phase.
- 8) Construction spoils including bituminous material and other hazardous materials must not be allowed to contaminate watercourses and the

dump sites for such material must be secured so that they should not leach into the ground water.

- 9) Regular supervision of the above and other measures should be in place all through the construction phase so as to avoid disturbance to the surroundings.
- 10) Use of energy efficient construction materials to achieve the desired thermal comfort should be incorporated.

B. Operation phase :

- 1) Water harvesting system and energy conservation measures like installation of solar panels for lighting the areas outside the building should be integral part of the project design and should be in place before project commissioning.
- 2) The project proponent shall obtain necessary permissions from the Municipal Corporation/Water board before drawing the water from the sources for the purpose of the proposed construction activity.
- 3) Noise barriers will be provided at appropriate locations so as to ensure that the noise levels do not exceed the prescribed standards.
- 4) The solid waste generated should be properly collected, segregated before disposal to the City municipal facility.
- 5) Any hazardous waste including biomedical waste from the site should be disposed of as per applicable Rules & norms with necessary approvals of the West Bengal Pollution Control Committee.
- 6) Incremental pollution loads on the ambient air quality, noise and water quality should be periodically monitored after commissioning of the project.
- 7) Provision for rain water harvesting has been made in the proposal. Rain water harvesting system should be operational for recharging of aquifer before project commissioning. The project should regularly monitor ground water levels and deterioration of ground water.
- 8) Care shall be taken to ensure energy conservation during the construction period as well as in the design and layout of buildings. Project Authorities will submit a detailed plan for conservation of energy and use of technologies for improved energy efficiency, Report will be submitted for evaluation within a month.

PART –B GENERAL CONDITIONS

- 1) Provision should be made for the supply of kerosene or cooking gas / pressure cooker to the laborers during construction phase.
- 2) All the laborers to be engaged for construction works should be screened for health and adequately treated before the issue of work permits.
- 3) Financial provision should be made by the project proponent in the total budget of the project for implementation of the suggested safeguard measures.
- 4) The WBHIDCO reserves the right to add additional safeguard measures subsequently, if found necessary and to take action including revoking of the environment clearance under the provisions of the environmental (Protection) Act, 1986 , to ensure effective implementation of the suggested safeguard measures in a time-bound and satisfactory manner.

11.0 SAFETY PROCEDURES

INTRODUCTION

The policy is to clearly define responsibilities and then to obtain the commitment of all Contractors to maintain a high safety standard compatible with this policy.

Safe methods of working shall be a main consideration in all operations. Contractors will provide Project Manager with details of their methods of work, highlighting the safety aspects and they will update this information as necessary. It is the responsibility of all persons employed on this project to act responsibly to prevent accidents to themselves and others. Notwithstanding the provisions contained herein the Contractor is not exempted from the operation of any Act or Rule in force.

Contractor is responsible for the safety of his work by :

1. Providing safe plant, equipment and working conditions.
2. Ensuring the establishment of safe working procedures.
3. Providing suitable protective equipment and clothing eg. gloves, ear muffs and goggles.
4. Providing adequate job training.
5. Providing fire extinguishers and first aid box.
6. Reporting all accidents and dangerous occurrences, with copies to employer.
7. Ensuring that hazardous materials, if necessary on site, will be stored and used in a safe manner.

It is the duty of all persons employed on site :

1. To report defects in any plant or equipment to his supervisor and to cease using that equipment if it is in a dangerous condition.
2. To comply with all safety procedures necessary at his place of work as defined by legislation.
3. To wear the personal protective equipment required for his own safety.
4. To co-operate with management in creating and maintaining a high standard of safety, health and welfare.
5. To familiarize themselves and comply with the agreed methods and systems for working.
6. To assist management by taking all possible steps to avoid accidents.

Persons responsible for safety :

It remains the responsibility of each Contractor to name his Site Manager, who will be responsible for the safety of his works, and also his company safety officer and the place at which he can be contacted.

SITE SAFETY POLICY

This section covers safety objectives. Detailed procedures are given in the **Site Safety Manual**

11.1 Safety Plan :

The Safety Plan is to be prepared by the Site Safety Officer and is to cover all of the following :

Damage Avoidance	Planning and co-coordinating all work to avoid bodily injury, property damage and loss of productive time
Detection & Correction	Establishing and maintaining a system for prompt detection and correction of unsafe practices and conditions.
Protective Equipment	Assuring the availability and use of personal protective equipment.

Inspection & Maintenance	Establishing and maintaining an effective and comprehensive inspection and maintenance system and record.
Training	Establishing and supporting an educational and job skill training programmed designed to ensure a safe working environment.
Investigations	Investigating accidents to determine cause and take the necessary corrective action.
Control / Protection	Providing Visitor control and hazard protection.
Site Security	Providing project site security.
Material Storage	Controlling the placement of materials received consistent with the traffic control pattern established.
Fire Protection	Providing fire protection in co-ordination with local authorities. The Contractor shall provide and maintain adequate fire protection in the form of barrels of water with buckets tanks, fire extinguishers, or other effective means of extinguishing fire, ready for instant use. The Contractor shall follow the instructions and specifications of the concerned local authorities.
Compliance to Regulations	Ensuring compliance with the laws, ordinances, rules and regulations issued or promulgated by state, local and governmental agencies.

11.2 Responsibilities

Sr. Manager-Projects	To appoint a Site Safety Officer Responsible for : The health and safety of all Site personnel. Implementing Site Safety Policy and Procedures.
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Site Safety Officer
(Contractor)

Responsibilities include :

Preparing the Site Safety Plan.

Obtaining a Safety plan from all Trade Contractors describing hazards particular to that trade.

Ensuring that daily job site safety inspections are conducted and then forwarding a written report to project Manager.

Developing a fire evacuation plan.

Safety Supervisor

Before commencement of work, the contractor is to appoint a Safety Supervisor and to submit a detailed site safety plan for hazards particular to that trade.

Responsibilities include :

Providing and enforcing the use of personnel protective equipment and ensuring attendance of all employees at the regular "Tool Box"

Taking immediate action to correct unsafe practices or conditions.

Ensuring adequate first aid supplies are available and that there are personnel on site qualified to administer first aid.

Ensuring that Safety Rules and Emergency Telephone numbers are posted in a prominent place.

Ensuring all accidents are reported in a timely manner.

11.3 Accident / Incident Reports :

Timely reporting

Any injury or injury resulting in fatality is of accident reported immediately to the Project Manager who, in turn, notify the Developer as required.

Injuries Any accident involving injury is reported to Project Manager using the form shown in attachment.

Timely reporting Each incident on site is reported as soon as possible, but of incidents no later than 24 hours after the incident. The form shown in attachment is to be used.

Note :

An incident can include lost property, damaged property, injury, fire, crime etc. and updated as needed by the Project Manager using the format shown in attachment.

11.4 Public Relations :

Reporting All inquiries regarding an incident or accident received by any Contractor are reported immediately to the senior on-site Project Manager Representative for appropriate action. The Client will be informed immediately by the appropriate Project Manager personnel.

Site personnel shall not discuss accidents/incidents with the media.

12. SITE SAFETY MANUAL

INTRODUCTION

This manual shall be read by all supervisory staff within one week of starting on site.

Checklist

The one page checklist from is to be completed on a regular basis

This is manual has been dividend into well-defined section; these section provide supporting information to the checklist.

Tool Box Meetings

These are to be held at the project start up and continued on a regular basis; in Addition, if an accident has occurred on site, a meeting should be held once the cause has been established.

A specific topic should be covered at these meetings. Each section with this manual would form a suitable topic.

A record of the meetings is to be filed.

12.1 General Safety Practices:

- 12.1.1 Foremen and supervisors shall insist on employees observing and obeying every rule, regulation and order as necessary for the safe conduct of work.
- 12.1.2 Know how to do your job, determine what the hazards might be. Do not take chances or use unsafe methods, tools or equipment. If you do not know how to do the job safely, ask your supervisor.
- 12.1.3 Take interest in your co-workers. Explain or show them the safe methods of doing the work and caution them about dangerous or unsafe acts.
- 12.1.4 Anyone known to be under the influence of any intoxicating substance shall not be allowed on the job. Drugs, pills, tranquilizers etc are not be taken on the job unless written permission is obtained from a doctor.
- 12.1.5 No one shall knowingly be permitted or required to work while his ability or alertness is so impaired by fatigue, illness or other causes that might, unnecessarily, expose him or others to injury.
- 12.1.6 Fighting, quarrelling, being abusive etc. are forbidden on the job.
- 12.1.7 Firearms and ammunition are not be brought to the job site at any time. Power hammers or other similar equipment are expected.
- 12.1.8 Never throw material or equipment off scaffolding. Someone may be walking or working below.
- 12.1.9 "Tool Box" safety meetings shall be conducted by foremen on a regular basis. All workers on site shall be instructed on accident prevention.
- 12.1.10 No one is to operate equipment or use tools which have been tagged "DO NOT OPERATE" or "OUT OF ORDER" until required repairs have been made and said tag has been removed by an authorized person.
- 12.1.11 Notify the Safety Officer regarding use and storage or chemicals.
- 12.1.12 Adequate precaution shall be taken by the Contractor to ensure no materials shall be so stacked or placed, so 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, other proceedings of law that may be brought by any person for injury sustained owing to neglect of the above precautions to pay any damages and costs which may be awarded in any such suit action or proceedings to any such person of which may with the consent of the Contractor be paid compromise any claim by any such person.

12.2 Personal Protective Equipment :

Whenever there is a possibility of exposure to hazardous material or operations, personal protective equipment or devices shall be worn or used. These include (but are not limited to) hard hats, safety shoes, safety glasses and goggles,

gloves, protective suits, hoods, respiratory equipment and proper hearing protection.

The Contractors at all levels will be held responsible for seeing that workers wear proper protective equipment and that it is kept in good repair.

12.2.1 Hard Hats :

All personnel working in areas where there is a possible danger of head injury from impact, or from falling objects, shall be protected by protective helmets.

This will be interpreted as all areas within the site boundary except inside permanent or temporary structures not under construction.

Helmets shall meet the specifications contained in the National Standards

Employees of Contractors who are represented on the construction site, who apply for entry to the project and are not in possession of an approved hard hat, will be asked to remain at the security gate until arrangements can be made by their supervisor / foremen to obtain an approved hard hat.

12.2.2 Eye Protection :

Required when doing work that may cause possible injury to eyes from flying particles, grinding, splashes, welding or cutting operations.

12.2.3 Safety Shoes :

To be worn by all workers.

12.2.4 Clothing :

To be suitable for the type of work in which engaged.

12.2.5 Hearing protection :

Shall be worn in any posted area and when operating pneumatic equipment.

12.2.6 Respirators :

Whenever and wherever necessary to protect from dust, gases, hazardous chemical and vapors.

12.2.7 Safety belts :

Required when working from high places.

12.2.8 **Protective gloves :**

To be worn as work activity may require.

12.2.9 **Housekeeping :**

- a) Place debris, rubbish and waste in proper containers.
- b) Place and store material and equipment in designated storage areas.
- c) Working areas, passageways, stairs and exits are to be kept free from all debris, equipment, tools, nails and other sharp objects.
- d) Avoid spilling liquids. Wipe off spills immediately.
- e) Use safety cans to store flammable liquids.
- f) Store oil/ paint soaked rags in approved containers and empty on a daily basis.
- g) Nails or other sharp objects protruding from timber from panels etc are to be pulled or bent over.
- h) Debris and combustible scarp shall be disposed off on a regular basis and not allowed to accumulate. Special attention should be given to second floors and higher where adequate means shall be provided to expedite removal of such material.

12.3 **Ladders :**

12.3.1 Select the right ladders for the job. Do not use a too long or too short ladder. Do not splice two ladders together. Do not use lightweight or household ladders in a heavy construction job. Do not use metal ladders near electrical circuits, fixtures or power lines.

12.3.2 Check condition of ladder for cracked or split rails; for missing or broken steps, cleats, rungs, treads or U-shapes; for sharp edges or splinters; for general weakened condition.

If any of the above conditions exist, withdraw the ladder from use and fix it at once if possible if it cannot be fixed, destroy it. Every ladder should have identification tags, records of maintenance and inspection must be maintained.

12.3.3 Use ladder safety. Place it with care; do not lean it against a movable object. Make sure it is not placed on a loose object or uneven footing. Do not place it too close to a wall. The horizontal distance from wall to the foot of the ladder should never be less than 1.4 times the length and it should extend at least 36 inches above the upper horizontal edge. Tie ladder with rope or wire. If wire is used, be careful to protect users from injury.

12.3.4 Only one person at a time shall be permitted on a ladder.

- 12.3.5 Always face the ladder and grasp the side rails or rungs with both hands when ascending and descending.
- 12.3.6 Do not carry tools or material when going up or down ladders. Use a bucket or canvas bag on a rope to haul or lower then.
- 12.3.7 Be sure the soles of your shoes are free from dirt oil and mud before using ladder.
- 12.3.8 Never work above the second rung from the top of the ladder.
- 12.3.9 Stepladders should not be over 10feet long. Do not use a stepladder as a straight ladder.
- 12.4 Scaffolding:
 - 12.4.1 Scaffold should be tubular and designed for the loads it will carry. Bamboo shall not be used as scaffold. Inspect the scaffold before use.
 - 12.4.2 Scaffold planks must be tested, carefully erected and made secure to prevent slipping by using cleats or tying.
 - 12.4.3 Scaffold to be braced/tied to the permanent structure at suitable intervals to prevent overturning.
 - 12.4.5 All scaffolds shall have handrails and toe boards (minimum 4 inches height).
 - 12.4.6 There is no such thing as a temporary scaffold.
 - 12.4.7 Ladders should be attached for ascent and descent on scaffolds.
 - 12.4.8 Any defects, loose knots or cracks in a scaffold plank will make that plank useless.
 - 12.4.9 Guard rails shall be 50mm by 100mm or the equivalent, approximately 1050mm high, with a mid-rail. Supports shall be at intervals not to exceed 2400mm.
 - 12.4.10 Any scaffold, including accessories such as braces, brackets, trusses, screw legs, ladders etc weakened from any cause shall be immediately repaired or replaced.

12.5 Machinery and Vehicles :

- a) Equipment is build for safe, economical and long- life operation but is only as safe as the operator or mechanic who is handling or manipulating.
- b) Only experienced and authorized persons shall operate power equipment. Before being allowed to operate a particular piece of equipment, the employee must prove by actual demonstration to the supervisor that he understands the operation.

- c) Operators shall make careful inspection of their equipment at the start of each shift, before operating, required repairs shall be completed.
- d) Cleaning, oiling, fueling or repairing is not to be done on equipment while it is in operation.
- e) The operator is to take only standard industry hand signals from only one designated person.
- f) Cranes or other equipment shall not lift loads in excess of the manufacture's maximum load limit displayed on the equipment. Lifting equipment must be tested by a competent authority and records of the same maintained.
- g) Air hoses should not be disconnected at compressors until air pressure in the hose line has been released.
- h) Electrical installations must confirm to IE (Indian Electricity Rules) and BIS (Bureau of Indian Standards).
- i) Do not operate equipment within 300mm of high voltage lines. For lines over 50000 volts, increase operating clearance 1mm for each additional 1000 volts.
- j) Where it is difficult for the operator to see overhead high voltage lines or obstacles, a person shall be designated to observe and give him warning required to maintain safe clearance.
- k) Do not work under vehicles supported by jacks or chain hoists without protective blocking that will prevent injury if jacks or hoists should fail.
- l) Examine excavation before backfilling to ensure that no one is in the pit.
- m) Before operating excavating equipment near tops of cuts, banks and cliffs, be sure no one is below.
- n) Tractors, bulldozers and carryalls should be operated with care where there is possibility of overturning on dangerous area, such as edges of deep fills, cut banks and steep slopes.
- o) No passengers are allowed to ride on or in equipment that does not have a designated seat for each rider.
- p) Vehicular and pedestrian path and parking spaces should be clear of overhead operating equipment.

12.6 Material Handling of Overhead Operating Equipment :

- a) Maximum load carrying capacity of cranes, blocks or chains must be displayed along with the last date tested and the next due date for testing.

- b) Do not overload cranes, ropes, blocks or chains. If any such equipment has been damaged or is found to be defective, inform your supervisor.
- c) No one shall ride loads, concrete buckets or hooks.
- d) Use a guide of "tag line" on loads.
- e) Stand clear of taut cables or hoists
- f) Keep hands and fingers away from blocks, sheaves or winches.
- g) Do not stand under overhead loads.
- h) Stack materials neatly and safely as per established guidelines.
- i) Keep all material 5500 away from sprinkler heads.
- j) All material handling equipment must be periodically checked by a competent authority and maintained properly. Records of the same must also be maintained.

12.7 Excavation and Shoring :

- a) All trenches or excavation 1.5 meters or more in depth shall be effectively guarded against the hazard of moving ground by sloping sides to the angle of the material encountered or by the installation of a shoring system.
- b) When sides are sloped, it shall be no steeper than $\frac{3}{4}$ horizontal to 1 vertical. Slopes must be made less steep if material encountered is not stable.
 - Trenches less than 1500mm deep shall also be guarded when examination indicates hazardous ground movement.
 - When a shoring system is used, it shall conform to the approved design and the requirements of the appropriate local agencies.
 - Beware of disturbed ground. Ground that has been filled or disturbed will require additional sheeting and bracing, as well as hard compact ground if there is filled ground nearby. (A trench wall that is near another recently filled trench, for example, is unstable even though it appears to be compact material).
 - Take special precautions where moisture is present. Provide extra sheeting where there is water or seepage. Keep excavation dry at all times and avoid any accumulation of water, day or night, until work is done.
 - Install upper trench jacks or supports first. When trench jacks are used to hold up rights in place against trench walls, the top jack

shall be installed before anyone enters the trench to place the lower jack. Shoring does not serve its purpose if men expose themselves to hazards while installing it. Installation work should be done from outside of the trench or by working progressively from top to the bottom of the trench with men always in an area which has already been shored.

- Adequate shields or cages shall be used when needed for safety installation of shoring. Prior to starting any excavation work, the foreman shall make a thorough survey of the conditions on the Site to determine, so far as is practical, the predictable hazards to employees and the kind and extent of safeguards necessary to accomplish the work in a safe manner. Hazards shall be documented together with action required.
- Special attention shall be given to locating and protecting underground utilities and to the precautions that must be taken to protect employees from the hazards of working near such utilities.
- No part any shoring system of any excavation shall be removed until proper steps have been taken to avoid hazards to men from moving ground.
- All excavated areas must be properly barricaded to prevent people from falling into the pits.
- Proper access for workers must be proved to and from excavation pits.
- Work permits where required must be issued to authorized persons undertaking any excavation.
- Flagmen shall be required at all locations on a construction site where barricades and warning signs cannot control moving traffic. They shall be placed so as to give adequate warning, approximately 100 feet ahead of impact point. They shall be provided with red flags and hand signs or red lights.
- ♦ A warning sign shall be posted ahead of flagmen reading "Flagmen Ahead".
- ♦ The flagmen shall be provided with a red or orange warning garment for flagging. At night, reflective garment shall be used.
- ♦ Flagmen shall be instructed in the proper fundamentals of flagging moving traffic before they perform this work.
- **DESIGN OF DEWATERING SYSTEM**
- ♦ The Contractor shall arrange to shave the entire dewatering system designed in detail, installed, maintained and operated by

qualified and experienced personnel throughout the course of the work.

- ◆ If the Contractor wishes to appoint some properly qualified dewatering sub-contractor, then his name, qualifications, record of pervious jobs of similar nature personnel to be employed on the work, and other pertinent information shall be submitted to the Development Manager for approval.
- ◆ The weeks prior to commencement of installation of the dewatering system, Contractor shall submit to the Development Manager for his technical approval, complete final plans, details and description of the dewatering system.
- ◆ Approval of the de-watering system by the Consultant shall in no way relieve the Contractor from his responsibility of satisfying the entire de-watering requirements as specified herein.

12.8 Electrical :

- a) Whenever possible, an electrical line should be de-energized before work is done on or near it, no matter how low the voltage. Only qualified persons should do such work. Use proper lockout tagging procedures.
- b) Persons doing electrical work or working near energized circuits should wear the appropriate safety equipment.
- c) All electrical equipment must be properly earthed.
- d) Respect electricity. A little current can kill. If the contact is good, 220 volts can be just as hazardous as 10000 volts.
- e) Do not overload circuits. Do not use any extension cables that may be damaged.
- f) Have exposed wiring or have fault connectors.
- g) Do not leave electrical cables where vehicles will run over them. If electrical cables must cross a roadway, use protective cross over devices
- h) Only approved plugs and receptacles shall be used on all jobs.
- i) All electrical work shall be according to local, state or National Electrical Codes.
- j) Only licensed electricians are allowed to carry out electrical work.
- k) Rubber gloves and rubber shoes/ boots of correct voltage grade shall be used.
- l) Temporary supply shall be trapped from a source panel which is properly fabricated, permanently fixed and effectively earthed.

- m) Live line testers and test lamp shall not be used. Usage conditions of a multi-meter with long probes are to be followed. Test lamps can be used temporarily if fitted with protective guard.
- n) Makeshift connections are prohibited; ELCB's to be used for Portable Electrical Equipment.
- o) ELCB's should be checked regularly and records maintained
- p) Work permit system must be used where required.

12.9 Hand tools :

- a) Do not use defective tools. If found report them to your supervisor
- b) Keep faces of hammers in good condition to avoid flying nails, bruising fingers and chipping the hammer head.
- c) Hold cold chisels in such a way that the knuckles will be protected if the hammer misses the head. Chisels struck by others should be held by tongs or other similar devices.
- d) Do not use pipe wrenches as a substitute for other wrenches.
- e) Wrenches should not be altered by the addition of handle extensions.
- f) Files shall be equipped with handles.
- g) Do not use a screwdriver as a chisel.
- h) Keep handsaws and other tools sharp and in good condition.
- i) Do not lift or lower portable electrical tools by their power cords. Use a rope.
- j) Guards on power hand tools must be kept in proper operating condition at all times.
- k) Keep electrical cables out of water, oil or chemical.
- l) Only qualified persons shall be permitted to use power activated tools. Check the other side of walls, floors, ceiling, etc. before using.
- m) Tools which have been tagged "out of order- Do not Use "shall not be used repaired until tag has been removed by an authorized person.
- n) Do not use aluminum handled full floats or aluminum ladders where there is a possibility they may come in contact with power lines.
- o) Do not use electrical tools while standing in water.
- p) All electric hand tools shall be double insulated.
- q) Wire cutting tools and knives shall be provided with safe handles.

12.10 Welding and Burning :

- a) Only experienced persons are allowed to do any electrical or acetylene welding or burning.
- b) Do not weld or burn in hazardous area without written instructions.
- c) Do not burn or weld where hot sparks, hot metal or severed sections could fall on cylinders, hoses, machinery, legs or feet or on flammable materials or where they could strike personnel working below.
- d) Do not weld or burn barrels, enclosed tanks of other containers without making sure that nothing flammable has been stored in them or until such tanks have been made safe by filling with water or carbon dioxide under the supervision of a foreman.
- e) Never strike an arc on cylinders.
- f) Never use matches to light torches. Use a spark lighter or stationary pilot flame.
- g) Make sure there is plenty of fresh air when welding is closed or confined places and never use oxygen for ventilation.
- h) Do not overload welding cable operating with poor connection. Turn off cylinders and machinery when not in use and roll up cable and hoses.
- i) Wear proper head (hard hat), eye and face protection when welding, and protect others from arc burns by using a shield, if possible, or by warning them to wear adequate protection. Welders must see that those working with them have proper head and eye protection.
- j) Make welding machine ground connections directly to ground whenever possible.
- k) Always refer to acetylene as "acetylene" not "gas". Refer to oxygen "oxygen" not "air".
- l) Use the cylinder for its intended purposes and nothing else.
- m) Always consider a cylinder as full and handle it accordingly. ever permit cylinders to strike each other.
- n) When cylinders are empty, turn off; remove the gauges; put the protective cap on and mark them "MT or "Empty".
- o) Always transport, store and use acetylene cylinders in a vertical position to avoid loss of acetone.
- p) Protective caps shall be in place while transporting, moving and storing cylinders.
- q) When cylinders are being hoisted, they shall be secured in a cradle.

- r) In keeping “empties” and “full” separate, use a chain across the storage racks and always tie the bottles.
- s) Full cylinders of acetylene and oxygen should be stored at least 20feet apart under a shelter and not exposed to sunlight.
- t) Welding sets shall be properly earthed through an insulated conduit to the nearest earth.
- u) Work permits system must be used for welding operators.

12.11 Work in confined Spaces :

- When work is done in the interior of storm drains, sewers, vaults, utility.
 - Pipelines, manholes and any other structure which might permit the
 - Accumulation of dangerous vapors or gases, the followings precautions shall be taken :
- a) Employees shall be instructed regarding any potential hazards.
 - b) Tests for the presence of dangerous and combustible gases and adequate levels of oxygen content shall be made prior to entering a confined work area and at intervals frequent enough to insure safe working conditions during the time a workman is in such structure. A record of such tests will be maintained at the job site.
 - c) Sources of ignition, including smoking, will not be allowed until proper tests have been made to insure safety.
 - d) Sources of ignition, including smoking, will not be allowed until proper tests have been made to insure safety.
 - e) When air is not suitable for breathing, approved respiratory equipment will be used. A safety line shall be attached to employee and standby employee shall be within call and sight ready to give assistance in case of emergency.
 - f) No work shall be done in the presence of explosive gases or air unsuitable for breathing.
 - g) Internal combustion engine-driven equipment shall not be operated inside buildings or confined spaces unless adequate steps have been taken to insure protection from dangerous concentrations of gases or fumes. Some of the precautions that may provide adequate control are as follows:
 - ♦ Piping exhaust gases to outside atmosphere.
 - ♦ Ventilation which dilutes and removes gases.
 - ♦ Use of catalyst-type exhaust scrubbers.

12.12 Work Permit System:

Work permit system must be used for the following

- ◆ Electrical work
- ◆ Working at Heights
- ◆ Excavation & Demolition
- ◆ Welding or hot work
- ◆ Working in confined spaces
- ◆ Any other hazardous operation.

12.13 ENVIRONMENTAL CONSIDERATIONS

The Contractor shall be concerned with the impact of his work upon the Environment. This applies to the effect upon the residential community, Adjacent industrial facilities and upon the area outside the site boundary. Areas of concern will include but are not limited to :

- ◆ Use of clean fuels to minimize air polluting emissions.
- ◆ Control of other air pollutants.
- ◆ Recovery and recycling of usable materials.
- ◆ Control of vehicle noise
- ◆ Control of noise from power facilities.
- ◆ Limitation of Vibrations.
- ◆ Preservation of natural land to the extent possible.
- ◆ Preservation of archaeological features.

12.14 Training :

Adequate training must be provided to all supervisors; workers; contractors etc on the safe systems of work.

ACCIDENT REPORT

Contract details

Log

No.....

Project:.....

.....

Contractor:.....

....

Date of

accident.....Time.....

Weather:.....

.....

Contractor's Personnel or Equipment

Name of injured employee :..... Age-----

Occupation:..... Sex

.....

Nature of injury: First Aid () Hospital () Fatality ()

Type of

equipment.....

Extent of

damage:.....

Other persons or property

Name of injured

party.....Age.....

Address:

.....City.....State.....

Nature of

injuries:.....

Name of property owner:

Address:.....

PROPOSED III STORIED (FOUNDATION VII) CO-WORKING BUILDING FOR HIDCO AT ACTION AREA IIE, NEW TOWN
KOLKATA

Nature and extent of damage

Details of Accident:

Description :

Primary cause

Additional Information

Was use or lack of safety equipment a factor in this accident :

If so, explain :

What safety regulations are breached :

What corrective action has been taken by the contractor :

Reported by :

PROPOSED III STORIED (FOUNDATION VII) CO-WORKING BUILDING FOR HIDCO AT ACTION AREA IIE, NEW TOWN
KOLKATA

Signature : Position
.....

Name Date
.....

INCIDENT REPORT

Log No. :

Lost Property

Damaged Property

Fire

Visitor

Suspected Crime or Offence

Any other unusual occurrence or condition (explain)

Contractor's Employee

Public

Project Name

Address

Date of report

Date time of occurrence

Property involved

Brief description of incident

Police Name

Contacted

Yes / No.

Date / Time

Log No.

Contractor's Name

Address

Phone

Witness : Name

Address

Phone

Prepared by :

Signature

Position

Name

Date

ACCIDENT LOG

Degree of Injury

1. Fatality
2. Hospital-major
3. Hospital-medium
4. Hospital- minor
5. First aid at site

No.	Date	Contractors Name	Employee's Name	Degree of Injury	Date returned Work
-----	------	---------------------	--------------------	---------------------	-----------------------

End

Signature Not Verified

Digitally signed by AJOY SANKAR KUNDU
Date: 2019.10.24 17:48:26 IST
Location: West Bengal-WB