

# NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

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## TENDER DOCUMENT

**Name of work : Rendering Housekeeping Services in the Institute and Quarters zones at NIT Trichy**

**Tender Enquiry No. : NITT/EMD/HK/(IZ&QZ)/26 (222) / Dated 24.01.2018**

**Period of Contract : 12 months**



**NATIONAL INSTITUTE OF TECHNOLOGY TRICHY**

ESTATE MAINTENANCE DEPARTMENT

TIRUCHIRAPPALLI – 620 015

**Tender Notification No : NITT/EMD/HK/(IZ&QZ)/26 (222) / Dated 24.01.2018**

**ENVELOPE - 1**

**ELIGIBILITY DOCUMENT**

**Name of Work:** Rendering Housekeeping Services in the Institute and Quarters zones at NIT Trichy .

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**NATIONAL INSTITUTE OF TECHNOLOGY TRICHY**

ESTATE MAINTENANCE DEPARTMENT

TIRUCHIRAPPALLI – 620 015

**INVITATION FOR BIDS**

**Tender Notification No : NITT/EMD/HK/(IZ&QZ)/26 (222) / Dated 24.01.2018**

The Director, National Institute of Technology Trichy - 620 015 invites lumpsum tenders, in three envelope system (Application for eligibility, technical and financial bid) for the following work from the contractors who satisfy the eligibility criteria given below.

**1. PARTICULARS OF WORK**

- |   |   |
|---|---|
| 1. Name of work                                 | : Rendering Housekeeping Services in Institute and Quarters zones at NIT Trichy.  |
| 2. Cost of the bid                              | : Rs.                      Lakhs (Agency to quote the amount)   |
| 3. Earnest Money Deposit (EMD) @ 2 % of the bid | : Rs.                      /- (In the form of DD drawn in Favour of the Director, National Institute of Technology, Trichy-15 and payable at SBI Branch NITT.   |
| 4. Tender processing fee (Non-refundable)       | : Rs. 1000 /- (In the form of DD drawn Favour of The Director and payable at SBI Branch NITT.   |
| 5. Time period for completion                   | : 12 months (Initially for three months and based on the performance as referred in the technical bid and requirement, the contract may be extended for 09 months and further 12 months on sole discretion of NITT authorities) |
| 6. Validity of the tender                       | : 90 Days from the date of opening of the tender  |
| 7. Date of Prebid Meeting & Venue               | : 06.02.2018 at 11.00 AM<br>Estate Maintenance Department,<br>1 <sup>st</sup> Floor, NIT, Trichy.   |
| 8. Last Date for Submission of Tender           | : 05.03.2018 - @ 3.00 PM  |
| 9. Date of Opening of the Eligibility document  | : 05.03.2018 - @ 3.01 PM  |
| 10. Date of Opening of the Technical bid        | : 06.03.2018 - @ 3.00 PM  |

11. Date of Opening of the financial bid : Shall be intimated to eligible contractors through the Mail-ID provided by the contractor(one day in advance)

12. Address of the Engineer-in-Charge : Office of the Executive Engineer (Civil), Estate Maintenance Department, NIT Trichy – 600 015.

13. I/We undertake and confirm that eligible similar work(s) has / have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of the department, then I/We shall be debarred for tendering in NIT Trichy in future forever. Also, if such a violation comes to the notice of department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee. I/We also aware that the information and instructions for bidders posted on website shall form of bid document.

Signature of the Contractor: -----

Name and full address of the Contractor: -----

Contact No:

E-mail ID: ----- LAN-----Mobile: -----

## **2. ELIGIBILITY CRITERIA**

2.1. The applicant should have successfully completed works as follows during the last 5 years ending 31-3-2017.

a. Three similar works each costing not less than Rs. 64 Lakhs

or

b. Two similar completed works each costing not less than Rs. 80 Lakhs

or

c. One similar completed work costing not less than Rs. 128 Lakhs

“**Cost of work**” for this clause shall mean completed cost as mentioned in the final bill for housekeeping maintenance services, if any, carried out under single contract including cost of materials, if any, supplied by clients. However the cost of materials issued free of cost shall not be considered for calculating the cost of work.

“**Similar work**” for this clause means **comprehensive housekeeping/manpower supply Services**. Necessary documentary proof like completion certificates in case of works carried out for Government department and TDS in case of works carried out for private parties should be enclosed in addition to the completion certificate.

2.2. Should have an average annual financial turnover of Rs. 24 Lakhs during the last 3 years ending 31 – 3 –2017. This should be certified by a chartered accountant.

2.3. Should not have incurred any loss in more than two years during the last five years ending 31 – 3 – 2017.

- 2.4. Should have a solvency of Rs. 64 Lakhs certified by the bankers of the applicant dated later than the date of publication of this tender.
- 2.5. Should have own sufficient equipment for proper and timely execution of the work for the entire period of contract including capacity to supply & stacking of fuel in advance. The details of plant & equipment deployable at NITT as referred in Form F of this document must be filled with reference to Annexure 3 of technical bid document.
- 2.6. The applicant should have sufficient number of administrative and housekeeping staff for the proper execution of the work. The applicant should submit a list of these employees stating clearly how they would be involved in this work.
- 2.7. The applicant's performance in respect of completed works and ongoing works should be certified by an officer not below the rank of Executive Engineer in case of Government works and Project Manager or equivalent officer for other works and should be obtained and delivered in sealed covers.

### **3. Interested tenderers to submit the tender in the following order:**

#### **3.1 Envelope-1 Eligibility documents :**

**[Super scribed as "TENDER-DD towards EMD & Processing fee and eligibility documents for Rendering Housekeeping services to the Institute and quarters zone in NIT, Tiruchirappalli"]**

1. Payment of EMD at 2 % of the bid & Tender processing fee at Rs.1000 to be attached shall be paid in the form of DD drawn in favour of "The Director, NITT" and payable at SBI, NITT.
2. Copies of the following supporting documents as prescribed in the tender to be submitted:
  - Letter of transmittal in the form enclosed.
  - Solvency certificate from the bankers of the applicant dated later than the date of publication of the tender.
  - Financial information in the Form – 'A' enclosed
  - Details of similar works carried out in the past in Form – 'B' enclosed
  - Details of works in progress in Form – 'C' enclosed
  - Performance report of works referred to in Form – 'D' enclosed
  - Details regarding the structure of the organization in Form - 'E' enclosed
  - Details of Housekeeping staff and Administrative personnel in Form – 'E1' enclosed
  - Details of plant and equipment proposed to be deployed at NITT in Form – 'F' enclosed.
  - Certificate of Registration for GST and acknowledgement of up to date filed returns.

**3.2 Envelope -2 Technical bid: [Super scribed as “TENDER-Technical bid for Rendering Housekeeping services to the Institute and quarters zone in NIT, Tiruchirappalli”]**

Copies of the following documents to be enclosed:

Overall plan pertaining to the housekeeping services.

- 1) Schedule for housekeeping services.
- 2) Housekeeping services labour, material and machineries management plan showing number of proposed men, material and machineries to be engaged by the contractor zone wise at NITT.
- 3) Quality control and Quality assurance plan for superior housekeeping services.
- 4) Detailed specifications for the various items and components of the work involved in the housekeeping services.
- 5) Detailed calculation, Tentative schedule, Consumables and Chemicals proposed to be used per month, Machineries & Equipment’s physically deployable for this work to execute all items under Bill Of Quantities.
- 6) List of consumable materials, machineries/ tools and its make / brand proposed to be used.
- 7) Proposed organizational structure for the housekeeping services in NIT Trichy and total number of housekeeping staff to be deployed.
- 8) If housekeeping works completed is from private agencies “TDS& IT returns must be submitted” and “Work completion certificate” in case of works completed from government departments.
- 9) Scanned copy of the ISO certification if available.

**3.3 Envelope-3 Financial bid: [Super scribed as “TENDER-Financial bid for Rendering Housekeeping services to the Institute and quarters zone in NIT, Tiruchirappalli] shall be submitted with the following documents:**

1. The tender for the work with various conditions, specifications and drawings etc.,
2. The spread sheet containing the Bill of Quantity can be downloaded from NITT web site (<https://www.nitt.edu/home/other/tenders/>). The file name of the spread sheet document which is downloaded from the web site should not be changed at any case.

**3.4. Master Cover:** All the three envelopes (Eligibility document with demand drafts, Technical Bid and Price Bid) shall have to be placed in a master cover Super scribed as “**TENDER DOCUMENTS for Rendering Housekeeping services to the Institute and quarters zone in NIT, Tiruchirappalli**”]

**4. OPENING OF TENDERS**

- 4.1. Tenders can be sent by post or in-person at NITT office till the stipulated date and time of submission.
- 4.2. Tenders of only those tenderers, who have deposited Tender Processing Fee, Earnest Money Deposit in the prescribed form and other documents referred at 3.1 of this document will be opened .
- 4.3. Only Envelope 1 containing the eligibility application & Drafts for EMD and Processing fee will be opened on the date of opening of tender.

4.4. Tender Documents submitted without valid EMD shall be summarily rejected.

The Envelope 2 (Technical bid) of only those tenderers who qualify as per the eligibility criteria indicated in 2.1 to 3.1.2 of this document will be opened on 21.02.2018 at 3.00 PM.

After examining the technical bids of all qualified tenderers, they will be required to make a power point presentation of their proposal. The technical bid and the presentation shall be evaluated by a committee constituted by the NIT Trichy . The committee will assign marks based on the evaluation of the technical bid and presentation. The maximum marks assigned for this purpose shall be 100 and any bidder who secures less than 60% of marks will be disqualified for further evaluation of their bids.

4.5. If any information furnished by the applicant is found to be incorrect at a later stage, the tenderer shall be liable to be debarred from tendering/taking up work in NIT Trichy. NIT Trichy reserves the right to verify the particulars furnished by the applicant independently without any information to bidders.

4.6. The price bid will be opened for only those tenderers who scored more than 60% of marks in the technical bid on the date intimated later to the eligible bidders through E-mail provided by the contractor ( one day in advance) .

#### **4.7. SECURITY DEPOSIT**

(a) Security Deposit should be paid by the contractor. Security Deposit shall be collected from the successful tenderer as shown below:

Up to Rs. 10 Lakhs	:	10% of Contract Value
Above Rs. 10 lakhs up to Rs. 50 Lakhs	:	1 Lakh + 7.5% of the amount exceeding Rs. 10 Lakhs
Above Rs. 50 Lakhs	:	4 Lakhs + 5% of the amount exceeding Rs. 50 Lakhs

The Security Deposit shall be collected before start of the Work.

(b) The Security Deposit shall be in the following forms:

i) Demand Draft in favour of The Director, NITT and payable at SBI branch NITT.

ii) Security deposit can also be recovered at the rate of 10% from the running bills. How-ever in such cases at least 50% of the Security Deposit should be remitted in advance before commencement of work and the balance 50% may be recovered from the running bills.

The security deposit shall not carry any interest.

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. No interest shall be allowed on Security Deposits. NITT shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

All compensation or other sums of money payable by the Contractor to NITT under the terms of this contract or under any other contract with NITT may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by NITT and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

**REFUND OF SECURITY DEPOSIT:-** The Security Deposit mentioned above may be refunded to the Contractor after a period of 6 months on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a “NIL CLAIM CERTIFICATE”.

## **5. EVALUATION OF APPLICATIONS FOR ELIGIBILITY.**

**5.1 Stage I** - The applications received along with the required Demand drafts against EMD and the cost of tender shall be evaluated for eligibility to take part in the tendering process by a three envelope system .

**5.2 Stage II** – The applications will be evaluated for conformity to the eligibility criteria prescribed in 2.1 to 3.1.2.

5.3 All those applications found eligible in stage I will be further evaluated for selection by the following scoring method based on the details submitted by the applicants in the Envelope I.

1. Financial Strength (Form “A”)	Maximum 20 Marks
2. Experience in similar nature of work during the last Five Years. (Form “B”)	Maximum 25 Marks
3. Performance on works (Form “D”)	Maximum 20 Marks
4. Personnel and Establishment (Form “E” and “E-1” )	Maximum 10 Marks
5. Plant and Equipment deployable at NITT (Form “F”)	Maximum 25 Marks
Total	100 Marks

5.4. To qualify, the applicant must secure at least 50% (Fifty percent) marks in each one of the above criteria and 60% (Sixty percent) marks in aggregate.

**5.5. Stage III** – The Technical bids of only those applications found eligible in stage II will be further evaluated by a committee constituted by the tender accepting authority.

5.5.1. The bidders who qualify as per the above eligibility criteria will be invited to explain their respective proposals, the process adopted, overall plan, schedule, quality control, quality assurance and other salient points in a Power point presentation before a committee constituted for the evaluation of the tenders.

5.5.2. The committee will evaluate the offer based on the following parameters:

- a. **Suitability of the proposal:** Overall plan for the proposed Housekeeping Services.
- b. The methodology proposed to be adopted for effective redressal of the housekeeping services complaints
- c. The methodology proposed to be adopted for effective housekeeping services of various facilities.
- d. Methodology proposed to be used for major breakdown of housekeeping services.
- e. Methodology proposed to be adopted for supply of essential men, materials and machineries required for housekeeping services.
- f. Effective use of manpower without compromising on the quality of the service.
- g. Organisational structure proposed to be deployed at site and at the back office

### 5.6.1 Stage IV

5.6.2 The technical bids will be evaluated by the committee for maximum 100 marks. To qualify in the technical bid stage, the contractor shall secure minimum 60 marks.

5.6.3. A list of eligible applicants shall be prepared and all concerned shall be intimated.

### **5.7. Award of work.**

The successful bidder for executing the work will be selected based on Combined Quality cum Cost Based System.

1. Under this system, the technical proposals will be allotted weightage of 40% and the financial proposals will be allotted weightage of 60%.
2. Bid with the lowest quoted amount (L1) will be assigned a financial score of 100 and other bids will be assigned scores that are inversely proportional to their quoted amount.
3. The total score, both technical and financial, shall be obtained by weighing the technical and cost scores and adding them up.

The calculation for arriving at the total combined score (Technical and Cost) is given below.

$$\begin{aligned} \text{Marks obtained by a Bidder for the technical bid} &= M \\ \text{Amount quoted by the lowest bidder} &= L1 \\ \text{Amount quoted by a Bidder} &= L \\ \text{Points for Financial proposal of the bidder} &= (L1/L) \times 100 = F \\ \text{Combined technical and financial score (H) of the bidder} &= M \times 0.4 + F \times 0.6 = H \end{aligned}$$

4. The combined technical and cost scores of all the bidders will be calculated as above and the bidder who secures the highest combined score H will be selected as the successful contractor.

5. The contract will be awarded to the successful bidder at his/her quoted /negotiated amount.

**5.8.** The contractor whose bid is accepted shall sign a written agreement with the NIT, Trichy.

**5.9.** The National Institute of Trichy reserves the right to restrict the list of eligible contractors to any number deemed suitable.

**5.10.** Even though an applicant may satisfy the specified criteria, he would be liable to disqualification if he has:

1. Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the application for eligibility.
2. Record of poor performance such as, slow progress of work, abandoning of work, not properly completing the contract, or financial failures/ weaknesses etc.

**5.11.** Earnest Money Deposit (EMD)

The Earnest Money of the successful Tenderer will be taken as part of the Security Deposit as stipulated in Clause 1A of "General conditions of Contract".

**5.12** The employer reserves the right to accept or reject any application and to annul the qualification process / Tender process and reject all applications at any time without assigning any reason or incurring any liability to the applicants.

## 6. INFORMATION AND INSTRUCTIONS TO APPLICANTS

### 6.1. Definitions:

The following words and expressions have their meaning here by assigned to them.

1. EMPLOYER means The Director, NIT Trichy.
2. APPLICANT means individuals, proprietary firms, firm in partnership, limited company – private and Public Corporation
3. Engineer-in-charge means EXECUTIVE ENGINEER (CIVIL), NITT
4. Tender means “**Tender**” which will be submitted along with all required documents.

### 6.2 Information and Instructions

1. The applicant is advised to visit both the zones where the works are to be carried out at his own cost and collect all information that he considers necessary for proper assessment of prospective assignment during working hours with prior permission from the Executive Engineer (9489066204)/ Respective sanitary inspectors (Institute-9486001147, Quarters-94860011460) of Estate Maintenance Department, NIT, Tiruchirappalli.
2. All information called for in the enclosed forms should be duly filled, signed, attached along with the Tender. If additional information needs to be uploaded in a separate document, reference to the same should be given against respective columns. Such separate documents shall be chronologically attached. If information is ‘nil’ it should also be mentioned as ‘nil’ or ‘no such case’. If any particulars/query is not applicable in case of the applicant, it should be stated as ‘not applicable’.
3. The applicants are cautioned that not giving complete information called for in the application forms required, not giving it in clear terms or making change in the prescribed forms or deliberately suppressing the information may result in the applicant being summarily disqualified.
4. The applicant may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. However the applicants are also advised not to upload superfluous/ additional information beyond the requirements of the Bid. No information will be entertained after the application is submitted, unless it is called for by the Institute
5. Applications made by email, fax will not be considered
6. Clarifications, if any, or any additional information needed may be requested for in the Pre bid meeting. The clarifications given and additional information furnished by NITT during pre-bid meeting will form part of the contract. The minutes of prebid meeting, corrigendum and Addendums, etc will be considered as part of the tender document which are to be abided by the successful tenderer irrespective of their participation in the pre-bid meeting.
7. Documents submitted in connection with the tender will be treated as confidential and will not be returned.

8. Contractor must ensure to quote composite lumpsum rate for house keeping and individual rates for additional items .
9. The rate (s) must be quoted in decimal coinage. Contractors must ensure to quote rate of each item in words as well as in figure and the lower value among the both shall be taken into account.
10. The contractor will be responsible and liable for the monthly payment of workers ie. Wages, VDA, EPF, ESIC, Bonus as per Minimum Wages Act and NITT shall not is not liable to pay the contractor against any increase in the wages during the period of contract.
11. The tender submitted shall become invalid if:
  1. The tenderer is found ineligible.
  2. The tenderer does not submit all documents as stipulated in the tender document .
12. Over writing should be avoided. Correction if any, shall be made by neatly crossing out, initialing, dating and writing.

### **6.3 Authority to sign the application:**

1. If an individual makes the application, it shall be signed by him above his full type-written name and current address.
2. If a proprietary firm makes the application, it shall be signed by the proprietor (with seal) above his full typewritten name & the full name of his firm with its current address.
3. If the application is made by a firm in partnership, it shall be signed (with seal) by all the partners of the firm above their full typewritten names and current addresses or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed along with current addresses of all the partners of the firm shall also accompany the application.
4. If a limited company or a corporation makes the application, it shall be signed by a duly authorized person holding power of attorney for signing the application, in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation may be required to furnish satisfactory evidence of its existence. The applicant shall also furnish a copy of the Memorandum of Articles of association duly attested by a Public notary.

### **6.4. Clarification on tender document.**

A prospective Tenderer requiring any clarification on the Tender Document may notify EXECUTIVE ENGINEER (CIVIL), NITT at Trichy upto the date of prebid meeting. All clarifications will be provided along with the minutes of prebid meeting. No further communication regarding clarification/queries will be entertained after the prebid meeting.

## **6.5. Pre-bid meeting.**

The Tenderers or his authorized official representatives are invited to attend a Pre-bid Meeting which will take place at the First Floor of Estate Maintenance department on 06.02.2018 at 11.00 AM.

The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. The Tenderers are required to submit questions if any in writing so as to reach the EXECUTIVE ENGINEER (CIVIL), NITT before the pre bid meeting. Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a Tenderer. However, Clarifications given in the Pre-bid meeting are the part of tender documents and bound to be agreed & signed by lowest bidder during the issue of work order.

## **6.6. Amendment to tender documents**

Before the deadline for submission of tenders, the tender document may be modified by issue of addenda. **Any Addendum issued shall be part of the Tender Documents and shall be uploaded in the NITT website only.** To give prospective Tenderers reasonable time in which to take the Addenda into account in preparing their tenders, extension of the deadline for submission of Tenders may be given as necessary.

## **6.7 Instructions for filling up the forms A,B,C,D,E&E1**

### **1. Financial Information**

The applicant should furnish the Annual financial statement for the last 5 years in Form – A

### **2. Information about works**

1. List of all works of similar class successfully completed during last the 5 years in Form – B (If house keeping works completed is from private agencies “TDS& IT returns must be submitted” and “Work completion certificate” in case of works completed from government departments).
2. List of projects under execution or awarded in Form – C
3. Particulars of completed works and performance of applicant shall be duly authenticated / certified by an officer not below the rank of Executive Engineer in case of Government works or the Project Manager or an equivalent officer in case of non-governmental works separately for each work in Form - D .

### **3. Information about the organisation**

Applicant is required to submit the following information in respect of his organization in form E and E1

1. Name and postal address including telephone and fax nos. etc. Copies of original documents defining the legal status, place of registration and principal places of business.
2. Names and titles of Directors and officers to be concerned with the work, with designation of individuals authorized to act for the organization.
3. Information on any litigation / arbitration in which the applicant was involved during the last five years including any current litigation / arbitration in process.
4. Authorization for employer to seek detailed references from clients to whom works were carried out.
5. Number of technical and administrative employees in parent company, subsidiary company and how these would be involved in this work – Form E 1

#### **4. Plant and Equipment**

**Applicant should furnish the list of plant and equipments planned to be deployed at NITT for carrying out the house keeping works (in Form F).**

Details of any other equipment not mentioned in Form-F but available with the applicant and likely to be used for the housekeeping services at NITT may also be indicated under separate head in Form F.

#### **5. Letter of Transmittal**

The applicant should submit the letter of transmittal as per the format attached.

#### **7. OPENING OF FINANCIAL BIDS**

- 7.1 The Financial bids (Tender) of the eligible applicants will be opened on the date and time to be intimated later.
- 7.2 Agreement shall be drawn with the successful tenderer on prescribed Form No. CPWD 8 which forms part of Envelope 3 (Financial bid).

## 8. FORMS

### 1. LETTER OF TRANSMITTAL

(To be duly filled, signed, and submitted along with Envelope 1 by the tenderer)

To

**The Director,**  
NIT, Trichy– 620015.

**Sub:** Rendering Housekeeping Services in Institute and Quarters zone at NIT Trichy.

Sir,

Having examined the details given in notice inviting qualification application and tender and the qualification documents for the above work, I/ We hereby submit the application for eligibility and the tender (financial bid) for the work duly filled in.

1. I/ We here by certify that all the statement made and information supplied in the enclosed forms and accompanying statements are true and correct.
2. I/ We have furnished all information and details necessary for deciding our eligibility to be qualified for taking part in the tendering process for the work. We have no further information to supply.
3. I/ We submit the requisite solvency certificate and authorize the EXECUTIVE ENGINEER (CIVIL), Estate Maintenance Department, NIT Trichy to approach the bank concerned to confirm the correctness of the certificate. I / We also authorize the EXECUTIVE ENGINEER (CIVIL) to approach individuals, firms and corporations to verify our competence and general reputation.
4. I / We submit the following certificates in support of our suitability, technical know-how and capability for having successfully completed following works.

Name of work

Certificate from

5. I/We certify that that the tender documents uploaded is the exact replica of the document published by the NITT and no alterations and additions have been made by me / us in the e-tender document.
6. I am / We are aware that the Financial bid submitted by me/us will not be opened if I / We do not become eligible after evaluation of my/our application for eligibility.
7. The Demand Draft against EMD has been deposited by me/us alongwith the tender document .

Seal of the Applicant

Date of submission

Signature(s) of the applicants

**FORM 'A'**

**(To be duly filled, signed, and submitted along with Envelope 1 by the tenderer)**

**FINANCIAL INFORMATION**

**I Financial Analysis –**

Details to be furnished duly supported by figures in Balance Sheet / Profit and Loss Account for the last Five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income-Tax Department (Copies to be attached).

SI No	Details	Year ending 31 <sup>st</sup> March of				
		2013	2014	2015	2016	2017
1	Gross annual turnover					
2	Profit (+) / Loss (-)					

II. Financial arrangement for carrying out the proposed work.

III. Income Tax PAN details

IV. Solvency certificate from Bankers of Applicant.

V. GST Registration Details

SIGNATURE OF APPLICANT (S)

**Signature of Chartered Accountant with seal**

**FORM 'B'**

(To be duly filled, signed, and submitted along with Envelope 1 by the tenderer)

**DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED DURING THE LAST FIVE YEARS  
ENDING BY 31<sup>st</sup> MARCH 2017.**

SL NO	Name of work/project & location	Owner or sponsoring organizations	Agreement No	Scope of work *	Cost of work in Crores	Date of commencement as per contract	Stipulated Date of completion	Actual date of completion	Litigation/ Arbitration pending / In progress with details **	Name and address/ Tel No of Officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

**\* indicate Number of stories in super structure and total carpet area of the building.**

- 1) No of floors of the building
- 2) Carpet area of toilet cleaned
- 3) Carpet area of the building
- 4) Carpet area of building actually serviced by the contractor

**\*\* Indicate gross amount claimed and amount awarded by the Arbitrator**

**Signature of Applicant(s)**

**In case of works carried out for private persons / Organizations copies TDS certificate along with copy of performance order and work order / Agreement should be enclosed. Private works with out TDS certificates shall not be considered for valuation.**

**FORM- B1**

**(To be duly filled, signed, and submitted along with Envelope 1 by the tenderer)**

**ADDITIONAL INFORMATION FOR COMPLETED WORKS**

1. Name of work
2. Location
3. Client's name and address
4. Consultants name and address.
5. Scope of work.
  - 1) No of floors of the building
  - 2) Carpet area of toilet cleaned
  - 3) Carpet area of the building
  - 4) Carpet area of building actually serviced by the contractor
- a. Details of operation and maintenance contract.
6. Brief of the project
7. Time taken for
  - i. Total project.
9. Specialized service provided, with cost details, if available  
(If any, specialized services provided through associate's -  
Particulars of the Associate's
10. Specialized equipment deployed for the project.
11. Project Management organization structure.
12. Number of shift and its duration adopted in execution.
13. Systems adopted for timely completion of the project.

**SIGNATURE OF APPLICANT(S)**

**FORM 'C'**

**(To be duly filled, signed, scanned and submitted along with -Envelope 1 by the tenderer)**

**PROJECTS UNDER EXECUTION OR AWARDED**

SL NO	Name of work/project & location including Name, designation & No of housekeeping staff	Owner or sponsoring organizations	Agreement No	Cost of work	Date of commencement as per contract	Stipulated Date of completion	Up to date percentage progress of work	Slow progress if any and reasons there of	Name and address/ Tel No of Officer to whom reference may be made	Remarks( Indicate whether any show cause notice issued or Arbitration initiated during the progress of work)
1			3	5	6	7	8	9	10	11

**Signature of Applicant(s)**

**FORM 'D'**

**(To be duly filled, signed, and submitted along with Envelope 1 by the tenderer)**

**PERFORMANCE REPORT FOR WORKS REFERRED TO IN FORM 'B' & 'C'**

1. Name of the work / Project & Location.
2. Scope of work –House Keeping services.
  - 1) No of floors of the building
  - 2) Carpet area of toilet cleaned
  - 3) Carpet area of the building
  - 4) Carpet area of building actually serviced by the contractor
3. Agreement No.
4. Estimated Cost
5. Tendered Cost
6. Value of work done
7. Date of Start
8. Date of completion
  - i) Stipulated date of completion.
  - ii) Actual date of completion.
  - iii) Amount of compensation levied for delayed Completion if any.
  - iv) TDS& IT returns If house keeping works completed is from private agencies
  - v) Work completion certificate” in case of works completed from government departments
  - vi) Quality of Work, Time Management,  
and Resourcefulness : Very Good / Good / Fair

DATE :

**EXECUTIVE ENGINEER /  
PROJECT MANAGER  
OR EQUIVALENT**

## **FORM 'E'**

**(To be duly filled, signed and submitted along with Envelope 1 by the tenderer)**

### **STRUCTURE AND ORGANISATION**

1. Name and address of the applicant
2. Telephone No./Fax No/E-Mail address.
3. Legal Status (attach copies of original document defining the legal status)
  - (a) An Individual
  - (b) A proprietary Firm
  - (c) A Firm in partnership
  - (d) A Limited Company or Corporation.
4. Particulars of registration with various Government bodies (Attach attested photo-copy)
  - a) Registration Number.
  - b) Organization / Place of registration
5. Names and Titles of Directors and officers with designation to be concerned with this work with Designation of individuals authorized to act for the organization.
6. Was the applicant ever required to suspend contract for a period of more than six months continuously after the contract was commenced?  
If so, give the name of the project and give reasons thereof.
7. Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion?  
If so, give the name of the project and give reasons thereof.
8. Has the applicant or any constituent partner in case of partnership firm, ever been debarred / black listed for tendering in any organization at any time? If so, give details:
9. Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.
9. In which field of Civil/Electrical Engineering specialization and interest is?
10. Any other information considered necessary but not included above.

**SIGNATURE OF APPLICANT(S)**

**FORM 'E1'**  
 (To be duly filled, signed, and submitted along with Envelope 1 by the tenderer)

**DETAILS OF KEY TECHNICAL AND ADMINISTRATIVE PERSONNEL EMPLOYABLE AT NITT  
 BY THE FIRM / COMPANY**

SL NO	Name of the housekeeping staff employed by the bidder	Designation	Total number	Qualification	Professional Experience	Length of continuous service with employer
1	2	3	4	5	6	7

**Note : additional information about Technical personnel , if any , may be submitted on separate sheet.**

**Signature of Applicant(s)**

**FORM –‘F’**  
**(To be duly filled, signed, and submitted along with Envelope 1 by the tenderer)**

**TAILS OF PLANT / EQUIPMENT & CONSUMABLES TO BE PHYSICALLY DEPLOYED/USED AT NITT TO CARRY OUT THE HOUSEKEEPING WORK.**

SL NO	Name of the Equipment	Nos	Capacity or	Age	Conditio	Ownership status			Current location	Remarks
						Presently owned	To be purchased	Leased		
1	2	3	4	5	6	7	8	9	10	11
	Single / Double disc scrubber & drier High pressure Jet washer Multi-action mops Vacuum cleaner Mechanized floor sweeper Industrial use blower Moving trolley with container drum Floor \ Toilet / Urinal / water closet / washbasin cleaning chemicals (list to be enclosed For all of the above items, indicate the name / brand / quantity of the item in									

Certified that the Application for Eligibility as published on the web contains 22 pages.

Executive Engineer (Civil)  
Estate Maintenance Department  
NIT Trichy– 600 015.

Signature of the Contractor



**NATIONAL INSTITUTE OF TECHNOLOGY TRICHY**  
**ESTATE MAINTENANCE DEPARTMENT**  
**TRICHY – 620015.**

**Tender Notification No : NITT/EMD/HK/(IZ&QZ)/26 (222) / Dated 24.01.2018**

**ENVELOPE - 2**

**TECHNICAL BID**

**Rendering Housekeeping Services in the  
Institute and Quarters zones at NIT Trichy.**

**INDEX**

Sl.no.	Description	Page No.
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**NATIONAL INSTITUTE OF TECHNOLOGY TRICHY**  
ESTATE MAINTENANCE DEPARTMENT, TRICHY – 620015.

**TECHNICAL BID**

**Tender Notification No: NITT/EMD/HK/ (IZ&QZ)/26 (222) / Dated 24.01.2018**

The Director, National Institute of Technology Trichy - 620 015 invites lump sum tenders, in three envelope system (Application for eligibility, technical and financial bid) for the following work from the contractors who satisfy the eligibility criteria given below.

**1. PARTICULARS OF WORK**

1. Name of work :
2. Approximate Estimate Cost put to Tender : Rs. Lakhs (Agency to quote the amount)
3. Earnest Money Deposit (EMD) @ 2% of the bid : Rs. /- (In the form of DD drawn in favour of The Director, National Institute of Technology, Trichy-15 and payable at NITT SBI branch.
4. Tender processing fee (Non-refundable) : Rs. 1000 /- (In the form of DD drawn in favour of The Director and payable at SBI branch NITT.
5. Time period for completion : 12 months (Initially for three months and based on the performance, the contract may be extended for 09 months and further 12 months on sole discretion of NITT authorities)
6. Validity of the tender: : 90 days from the date of opening of the tender
7. Date of Prebid Meeting & Venue : 06.02.2018 at 11.00 AM  
Estate Maintenance Department, 1<sup>st</sup> Floor, NIT, Trichy
8. Last Date for Submission of Tender : 05.03.2018 - @ 3.00 PM
9. Date of Opening of the Eligibility document : 05.03.2018 - @ 3.01 PM
10. Date of Opening of the Technical bid : 06.03.2018 - @ 3.00 PM
11. Date of Opening of the Financial bid : Shall be intimated to eligible contractors through the Mail-ID provided by the contractor(one day in advance).
12. Address of the Engineer-in-Charge : Office of the Executive Engineer (Civil),  
Estate Maintenance Department,

**Check list to evaluate the capability of the tenderer qualifying for price bid opening.**

Sl.No	Description / Requirement from the tenderer	Tenderer's response should be clear, firm, complete & legible. If necessary, separate sheet shall be used.
1	Name & Complete address of the tenderer with contact details:	
2	Details of EMD (should be in the form of DD) Demand draft No. Amount Rs. Bank details:	(Bids without EMD will be summarily rejected )
3	Status of the tenderer: Proprietorship / Partnership / Private Limited. / Public Limited	
4 (a)	Details of PAN	
4 (b)	Employees provident fund Registration:	
4 (c)	Employees State Insurance Registration:	
4 (d)	GST Registration:	
4 (e)	Sales Tax Registration:	
5	TDS/IT and Work Completion certificate	
i)	Copy of Income Tax Return for the last 3 years ending 03/2017 & Proof of records for the TDS ( for the works completed from private agencies)	Use separate sheet to furnish complete details
ii)	Work Completion Certificate (If similar works executed with Govt. Depts. during last 3 years).	

**Note:** Attested copy of relevant certificates for items 2 to 5(ii) are to be enclosed.

I/We hereby certify that the information furnished above and the attached documents as proof of the information are true and correct to the best of our knowledge.

I/We understand that these details are required to decide our eligibility to participate in the tender process and opening of our price bid thereon.

I/We also authorize the Director / NITT or his representative to approach the source of the certificate to verify our competence, if required, for processing the tender.

## **2. SCOPE OF WORK**

### **2.1 Rendering Housekeeping Services in Institute and Quarters zones at NIT Trichy.**

- 2.1.1 The details of the buildings in Institute and Quarters zones are indicated in Annexure 1 and the annexure 7 & 8 are the sketches showing Institute and quarters zones.
- 2.1.2 The scope of the Housekeeping service includes all manpower, materials, vehicles/plants/ equipments including fuel and services as listed in the Bill Of Quantities.
- 2.1.3 Continuous monitoring of calls and complaints regarding housekeeping work allocation to labourers.
- 2.1.4 Generation of reports for housekeeping operation and services.
- 2.1.5 The service provider shall provide and maintain proper & efficient housekeeping services in the premises by deploying sufficient number of trained and experienced personnel.
- 2.1.6 All statutory requirements like Minimum Wages,VDA,PF, ESIC,Bonus shall be provided to the persons employed by the contractor as per the directions of the Government.
- 2.1.7 Child labour is strictly prohibited.
- 2.1.8 The agency to submit the nominal roll with aadhar number of the maximum workers to cover absentees and additional labour requirement etc., from which only the deployment to be done and to facilitate NITT will make cross checking that all workers received their entitlement as per prevailing labour laws.
- 2.1.9 The age limit for the housekeeping staff shall be 58 years.
- 2.1.10 The contractor shall engage only male and female housekeeping personnel for Boys and girls toilets respectively.
- 2.1.11 Housekeeping services at Institute Hospital shall be carried out at 24 x 7 basis and for Academic buildings the service shall be provided on all days except on national holidays and Sundays. Door collection of household wastes shall be carried out on all days.
- 2.1.12 Hospital housekeeping service –All the medical waste shall be properly disposed and the hospital premises to be kept clean always.
- 2.1.13 Scope of work includes housekeeping of Institute and Quarters zone premises & surroundings clean and free from unwanted materials like garbage,loose materials,stone boulders,cowdung,plastics,broken glasses, constructional wastes ,Removal of cobweb in buildings, Upkeeping of roads & berms, Removal of carcasses and burial as per the direction of EMD including conveyance, Desilting of all lined and unlined drains including excavation of unlined drains ,Deweeding/Removal grass vegetation in the surrounding areas including all open grounds and terrace of the buildings in the Institute and Quarters zones,Cleaning of water closets,wash basins,Urinals of toilets ,Verandahs and common places using appropriate chemicals and equipments in all Departments/KV school/ Kalyana mandapam, Sweeping,Mopping, Scrubbing of entire floor area of Lecture Hall Complex, Science Block, Orion, Central Library, Main office, Dean chambers and Hospital using appropriate chemicals/ bleaching powder/acid. Removal of dust in furnitures at Main office, Lecture Hall Complex, Science block, Central Library, Hospital, Orion, IT centre and Examination Halls. Removal of blockage in sewer lines and Collection of household wastes at the door step of all residents on daily basis(including holidays&Sundays)from the plastic bins kept by the occupants inside their fencing(at the staircase in case of upper floor) and transporting them through tri-cycle segregating bio de gradable&non bio degradable waste in quarters zone, Conveyance of garbages, constructional and horticultural wastes away from NITT campus ,Cleaning of vacant quarters in quarters zone, Transportation of Garbage, horticultural waste, constructional wastes etc.,and Spraying of chemical to control insecticides, De-watering of accumulated effluent completely from septic tanks of thuvakudi annex, Supply of two plastic bins to all quarters once in a year, Post constructional anti-termite treatment, Removal of honey bee/khadhandu,Spraying/Fogging of mosquito and cockroach chemicals etc.,
- 2.1.14 The composite single rate includes manpower, consumables/chemicals,vehicles, equipments/tools including fuels etc., complete and no extra claim will be entertained for any reason .Additional items if executed and certified by the Engineer in charge shall be payable as per the rates agreed by the contractor on actual measurement.

## **2.2 Materials, Consumables & Spares:**

- 2.2.1 All the consumable materials required for the day-to-day proper cleaning of the premises shall be supplied by the contractor as specified in the Annexure 2.
- 2.2.2 The material, machineries, tools specified are indicative only. However, the material, machineries and tools required to maintain the standard of housekeeping shall be deemed to have been included in the scope of work.
- 2.2.3 All consumables, Equipment's & Tools specified for the services will be supplied by the contractor including manpower and fuel (Diesel/petrol/lubricants etc.) at the rate of six physical working hours per day.
- 2.2.4 Manual grass cutting and floor scrubbing shall not be allowed and appropriate machineries only to be deployed.
- 2.2.5 The faulty equipment shall be replaced / repaired immediately so as not to affect the work.
- 2.2.6 The Contractor shall give two or three brands of cleaning materials and equipment's proposed to be used in the housekeeping services.

## **2.3 Housekeeping:**

- 2.3.1 Standard Cleaning Services and Procedures as defined below shall be provided by the service provider. For these services all consumables (like brooms, cleaning cloth/sponges/wipes, mops, cleaning chemicals and liquid soaps for toilets. etc will be provided by the service provider.
- 2.3.2 For cleaning chemicals/material, the service provider has to use standard and widely used brands with the approval of the Engineer-in-charge.
- 2.3.3 Additional attention shall be paid to keep the premises clean during the conference / seminar / workshop /convocation and functions.

## **2.4 Sweeping:**

- 2.4.1 Sweep clean all corridor and floor areas including:
  - 2.4.1.1 Damp Moping of Tiles, Vitrified floors, Kota / marble /cement/mosaic floors, staircases, elevators floor, sidewalls and entrance areas.
  - 2.4.1.2 Floors shall be free of dirt, mud, sand, footprints, liquid spills, and other debris.
  - 2.4.1.3 Chairs, trash receptacles, and easily movable items shall be moved to clean underneath.
  - 2.4.1.4 During inclement weather, the frequency may be higher than the minimum agreed schedule. When completed the floor and halls shall have a uniform appearance with no streaks, smears, swirl marks, detergent residue, or any evidence of remaining dirt or standing water.
  - 2.4.1.5 After sweeping all floors, areas shall be machine scrubbed.
  - 2.4.1.6 Sweep Clean of debris from walkways, driveways and all around the building.
  - 2.4.1.7 The minimum frequency of cleaning in various areas is indicated in Annexure – 4 a & b.
- 2.4.2 The cleaning frequency specified is indicative only. However, the actual frequency required to maintain the standard of housekeeping shall be deemed to have been included in the scope of work.

## **2.5 Vacuuming:**

- 2.5.1 Appropriate type of vacuum cleaner shall be used to ensure adequate cleaning.
- 2.5.2 When completed, the area shall be free of all litter, lint, loose soil and debris.
- 2.5.3 Any chairs, trash receptacles, and easily moveable items, shall be moved to vacuum underneath, and then replaced in the original position.

## **2.6 Toilets Cleaning:**

- 2.6.1 Thorough cleaning and sanitization of toilets, bathrooms, wash basins, urinals and shower facilities using suitable non- abrasive cleaners and disinfectants.
- 2.6.2 All surfaces shall be free of grime, soap mud and smudges.
- 2.6.3 Cleaning of mirrors, glass windows, etc.
- 2.6.4 Refilling of soap dispenser with liquid soap in all toilet / bathrooms shall be performed.
- 2.6.5 The frequency of cleaning of toilets in various buildings is given in Annexure – 4 a and b.
- 2.6.6 The cleaning frequency specified is indicative only. However, the actual frequency required to maintain the standard of housekeeping shall be deemed to have been included in the scope of work.
- 2.6.7 The toilet shall be cleaned in all days except holidays.
- 2.6.8 In case of any conference / seminar / workshop additional attention shall be paid to keep the premises clean.
- 2.6.9 The contractor should make arrangements to display “CLEANING UNDER PROGRESS” boards at the entrance of the toilets while cleaning.

## **2.7 Trash Removal:**

- 2.7.1 Emptying all waste paper baskets, from all floor areas, and washing or wiping them clean with damp cloth, replacing plastic wastepaper basket linings and returning items where they were located.
- 2.7.2 All waste from waste paper baskets will be collected and deposited in the building’s waste containers and disposed further on day to day basis.
- 2.7.3 Dry & wet garbage should be segregated and disposed through vehicles away from the Institute.

## **2.8 Glass Surface Cleaning:**

- 2.8.1 All glass at entrance doors louvers or elsewhere of the premises would be cleaned using damp and dry method.
- 2.8.2 Glass tabletops, cabin doors, cabin partitions and glass accessories would also be cleaned.
- 2.8.3 Removal of grease marks or fingerprints on glass counters and partitions. This cleaning shall be done using approved all-purpose cleaner and lint free cloth.

## **2.9 Damp & Dry Cleaning:**

- 2.9.1 Wipe clean all boards of class rooms,meeting rooms,Conference rooms,workstations, etc.
- 2.9.2 Wipe clean all table tops of workstations, cubicles and other furniture & fixtures including doors,windows,ventilators.
- 2.9.3 Cleaning the walls free from foot marks and stains.

## **2.10 Deep Cleaning:**

- 2.10.1 Stairways, Surrounding Common Areas, Terraces, generator rooms, AHU Rooms, Car parking, etc.
- 2.10.2 Ceilings, Walls, Partitions, etc.
- 2.10.3 Toilets and Washrooms.

### **2.11 Window Glass Cleaning:**

- 2.11.1 Interior & Exterior glass will be cleaned on both sides, throughout the building. Safety devices shall be used for cleaning at the heights.
- 2.11.2 Dusting window- sills and blinds.

### **2.12 Sanitizing:**

- 2.12.1 Office Desk paper bins shall be cleaned and sanitized.
- 2.12.2 All washroom dustbins shall be thoroughly cleaned and sanitized.
- 2.12.3 All telephone / PC / printers / monitors and other instruments shall be cleaned properly.
- 2.12.4 Thorough washing of all walls and doors of all toilets with appropriate detergent and disinfectant.

### **2.13 Sweep Cleaning:**

- 2.13.1 Sweep cleaning external common areas of all roads including Main gate in and out, parking areas, pathways, Walkways etc.
- 2.13.2 The areas and frequency of cleaning is indicated in Annexure – 4a and b.
- 2.13.3 The cleaning frequency specified is indicative only. However, the actual frequency required to maintain the standard of housekeeping shall be deemed to have been included in the scope of work.

### **2.14 Dusting & Wiping:**

- 2.14.1 Dusting & wiping light and fan fixtures, when completed the light fixtures shall be free from dirt, grime, dust and marks

### **2.15 Scrubbing:**

- 2.15.1 Scrubbing of all floor areas with scrubbing machines only.

### **2.16 Fire exit stairs & main stairs:**

- 2.16.1 Fire exit stairs will be swept, mopped and dusted once a day.
- 2.16.2 Wall skirting, windows ledges and window glass (from inside) will be cleaned on a daily basis.
- 2.16.3 Handrails will be buffed on a daily basis.
- 2.16.4 Fire exit doors will be wiped and cleaned daily.
- 2.16.5 Fire extinguishers will be dusted on a daily basis
- 2.16.6 Ensuring that Fire exit routes are clear without stacking of any material

### **2.17 Common Areas**

- 2.17.1 Main Entrances, roads, approach roads car parks, paving, paths, within the zone must be maintained so that no debris, litter or dirt are seen after cleaning.
- 2.17.2 Regular Cleaning of Terrace of all buildings.
- 2.17.3 Cleaning of signages to be carried out at regular intervals.
- 2.17.4 All hard paved areas to be cleaned periodically through appropriate mechanized means.
- 2.17.5 Cleaning of common area / long corridor shall be carried out using approved mechanical equipments and no hand scrubbing / mopping will be allowed.

## **2.18 Cleaning activity during Institute holidays / vacations**

- 2.18.1 The furniture inside the class room / seminar / meeting / conference rooms shall be taken out and the entire room shall be deep cleaned. The furniture shall be cleaned thoroughly and rearranged in proper position. This activity shall be carried out once in a 3 month and proper record should be maintained for the same.

## **2.19 Inspections:**

- 2.19.1 The service provider shall keep sufficient number of supervisors having housekeeping experience to monitor activities of their staff to ensure proper housekeeping services.
- 2.19.2 Supervisors should develop an inspection checklist that is tailored to the individual work area.
- 2.19.3 The check list for cleanliness should be fixed at appropriate location and shall be signed by the supervisor as a token of inspection of the respective area.
- 2.19.4 All deficiencies noted during the inspection should be documented in sufficient detail to allow the use of the checklist as a cleanup guide.
- 2.19.5 During inspections, any safety related deficiencies that constitute hazardous conditions must be given priority attention. Hazardous conditions that constitute imminent danger shall be immediately reported to the Executive Engineer, Estate Maintenance Department, NIT Trichy.

## **2.20 Third party inspection.**

- 2.20.1 NITT may appoint an independent third party if felt necessary to inspect the services rendered by the service provider and check the level of housekeeping services.

Any deficiency observed and pointed out by the agency shall be rectified by the service provider .

## 2.21 SECURITY DEPOSIT

(c) Security Deposit should be paid by the contractor. Security Deposit shall be collected from the successful tenderer as shown below:

Up to Rs. 10 Lakhs	:	10% of Contract Value
Above Rs. 10 lakhs up to Rs. 50 Lakhs	:	1 Lakh + 7.5% of the amount exceeding Rs. 10 Lakhs
Above Rs. 50 Lakhs	:	4 Lakhs + 5% of the amount exceeding Rs. 50 Lakhs

The Security Deposit shall be collected before start of the Work.

(d) The Security Deposit shall be in the following forms:

iii) Demand Draft in favour of The Director, NIT, Trichy – 15.

Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be remitted in advance before commencement of work and the balance 50% may be recovered from the running bills.

The security deposit shall not carry any interest.

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. No interest shall be allowed on Security Deposits. NITT shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

All compensation or other sums of money payable by the Contractor to NITT under the terms of this contract or under any other contract with NITT may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by NITT and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

**REFUND OF SECURITY DEPOSIT** : - The Security Deposit mentioned above may be refunded to the Contractor after a period of 6 months on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NIL CLAIM CERTIFICATE".

## 2.22 Performance Certificate:

The Contract period is initially for three months and may be extended for nine months and further 12 months based on the performance of the firm and on sole discretion of NITT authorities.

The performance shall be evaluated based on the monthly feedback reports received by the agency from all the Head Of Departments & Residents (streetwise) which shall be on a mark scale from 1 to 10 and the score above 7 shall only be considered as satisfactory. The average of scores between 7 to 10 shall be calculated by the section in charge of NITT and to be attached with the Monthly running bill of the contractor.

### **3.0 Breakdown maintenance of housekeeping services**

- 3.1 Manned Help Desk:** Manpower required for manning the help desk between 7AM to 5.30PM will be provided by the contractor. Complaints received manually will be fed into the complaint register .
- 3.2 Work allocation:** The complaint as and when received will be allocated to the appropriate Housekeeping personnel for rectification .
- 3.3 Time limit for attending the complaints:** All complaints should be attended within one hour and the same shall be fed into the system.
- 3.4 Minimum manpower to be stationed:** Minimum number of housekeeping personnel as given in Annexure-5 shall be available during the working hours. This is the minimum number of manpower to be available and the contractor shall arrange necessary additional manpower as and when required to maintain the standard of housekeeping and to attend to breakdown maintenance of all housekeeping services and function arrangements by the student community and Departments/Estate Maintenance/Admin Office.
- 3.5 Equipments to be used:** All equipment required for the housekeeping shall be made available by the contractor duly filled with fuel.
- 3.6 Material required for maintenance:** All consumables required for attending to day to day housekeeping have to be arranged by the contractor on monthly basis.
- 3.7 Penalty for improper housekeeping:** If any violation in the cleaning schedule will attract suitable penalty given in the Annexure – 6.

### **4. DOCUMENTS TO BE SUBMITTED ALONG WITH TECHNICAL BID**

4.1 Envelope 2 (Technical bid) shall be submitted with the following documents;

Scanned copies of the following documents to be submitted :

Overall plan pertaining to the housekeeping services.

- 1) Schedule for housekeeping services.
- 2) Housekeeping services labour, material and machineries management plan showing number of proposed men , material and machineries to be engaged by the contractor in each zone.
- 3) Quality control and Quality assurance plan for superior housekeeping services.
- 4) Detailed specifications for the various items and components of the work involved in the housekeeping services.
- 5) Detailed calculation and tentative schedule of quantities for floor , toilet, cleaning of open areas, chemicals, plant & equipment to complete item 1 of Bill Of Quantities .
- 6) List of materials ,machineries, tools & plants and its make / brand proposed to be used.

- 7) Proposed organizational structure for the housekeeping services in NIT Trichy and total number of housekeeping staff to be deployed.
- 8) If house keeping works completed is from private agencies “TDS& IT returns must be submitted” and “Work completion certificate” in case of works completed from government departments.
- 9) Scanned copy of the ISO certification if available.

## **5. ADDITIONAL CONDITIONS**

- 5.1) The schedule of quantities referred to above is only limited for the purpose of assessing the quantum of work involved by the tenderers. It is not meant for subsequent measurement and payment in the course of execution of the work. Before submitting their tenders, the tenderers shall, therefore, have to satisfy themselves that the quantities given in the tender documents for the various items and components of the work are correct.
- 5.2) The contractor shall execute the work as per the standard specifications and schedule as given in the tender documents, and shall have no claim for any payment on account of deviations, increase in wages/cost etc.,
- 5.3) Essential material stocks to be maintained by the contractor.
- 5.4) All materials, equipment and manpower needed for the scope of the work shall be supplied by the contractor
- 5.5) Daily deployment report as directed by the Executive Engineer shall be submitted by the contractor.
- 5.6) Weekly and monthly work reports, safety reports and labour reports, etc. shall be submitted by the contractor.
- 5.7) The Engineer(s)-in-charge will review the work at the end of every week
- 5.8) For hospital, housekeeping services shall be provided on 24 x 7 basis.
- 5.9) The housekeeping staff should not be more than 58 years of age.
- 5.10) The Contractor shall maintain an attendance register in each department and the same should be certified by the Estate Maintenance Department staff and handover a copy to the Engineer-in-charge.
- 5.11) The contractor shall obtain a feedback certificate on performance of work from each department / quarters while submitting monthly running account bill along with the attendance register and statement showing material consumed.
- 5.12) The contractor shall submit a copy of documents as Proof of having credited in the individual workers bank account against Wages/VDA/ /EPF / ESI / Bonus etc., along with each

running bill. The contractor must ensure that no labours shall work without uniforms and other safety accessories like mask, shoes and gloves etc.

- 5.13) All the housekeeping materials given in the tender schedule shall be stocked at the store identified within NITT campus well before the start of work on monthly basis. The materials will be issued by the nominated person from NITT by the Executive Engineer (Civil) and all the balance materials at the end of the day should be returned back to the department. Necessary registers should be maintained by the contractor for the same. No materials should be given without the knowledge of the department staff. The materials register should be submitted along with the RA bill.
- 5.14) The contractor shall provide a cell phone to one of the supervisor working in each building / department and the list of phone numbers shall be submitted before start of work.
- 5.15) Rate shall be inclusive of all the above special conditions and other conditions mentioned in the tender documents, labour charge, material cost, charges/ hire charge for equipments including fuel , ESI, EPF, other taxes and levies etc.
- 5.16) For calculating the monthly wage, actual number of working days multiplied by the daily wage as per MWA 2017 published by Govt. of India vide Part II-section 3-sub section (ii) No:173 dated 19 Jan 2017 and Ministry of Labour&Deployment Order NO:1/13(5)/2017-LS-II dated 20.04.2017 and further orders of Govt of India and one day weekly off should be given to the workers.
- 5.17) **Dispute Resolution Mechanism:** In case of any dispute arising out during execution of the contract the following procedure will be followed for resolving the issue.
- 5.17.1 If any dispute during execution of the work, the contractor can submit a written request to the Engineer-in-charge for resolving the issue.
- 5.17.2 If the Engineer-in-charge could not able to resolve the issue within 15 working days from the date of receipt of the request letter, the case will be forwarded to the Dean (P&D).
- 5.17.3 The Dean(P&D) will go through the merit of the request and recommend a suitable resolution to resolve the issue within 15 working days from the date of intimation to the Director.
- 5.17.4 If the contractor not satisfied with the Director's resolution, the CPWD general conditions of contract will be followed for resolving the issue.
- 5.18) A quarterly review will be conducted by the Dean(P&D) in the following aspects of the contract implementation:
- 5.18.1 Performance of the contractor

- 5.18.2 Schedule for work assigned
- 5.18.3 Levy of penalty for delayed completion of jobs
- 5.18.4 Rating the work done
- 5.18.5 Operation of dispute resolution mechanism for settlement of dispute with the contractor.

**5.19) TERMINATION OF CONTRACT:**

- 5.19.1 A show cause notice will be served if the performance score is less than 6.0 in addition to the penalty.**
- 5.19.2 If the score again falls below 6.0, suitable warning in addition to penalty shall be given to the contractor.**
- 5.19.3 The contract shall be terminated if the score is below 6.0 as third time followed by the committee proceedings.**

**6. ANNEXURES****Annexure – 1****Page 1****Details of buildings covered under Academic and Quarters zone**

<b>S.No</b>	<b>Building</b>	<b>Approximate Area in Sqm [Faculty room / office / Research scholar room / Corridor / staircase /Class room / seminar room / meeting room / conference room / library /Hospital Research lab / DCF / workshop / store / service room / utility room / common room /Toilet ] Area in Sqm.</b>	<b>Minimum number of supervisors for housekeeping operations [Actual number of supervisors to be filled by the contractor]</b>	<b>Minimum number of workers for housekeeping operations [Actual number of workers to be filled by the contractor]</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
	<b>Academic zone</b>			
1	IT Centre	5774.82		
2	ICE Department	2365.68		
3	Hospital(old)	344.39		
4	CEESAT Department	2518.17		
5	Physics department	850.85		
6	A13 Hall	264.18		
7	A11 Hall	403.67		
8	Dean (ICSR) office	109.33		
9	A23 Hall(administrative Office)	816.57		
10	Dean Academic(Old administrative office)	522.11		
11	A2 Hall	619.70	02	40
12	Lecture Hall complex(UG)	6267.00		
13	A15 Hall	816.57		
14	Senate room	259.85		
15	ECE Department	1488.21		
16	Library(Old)	2031.56		
17	Computer Support Group	1321.66		
18	Internet Lab	345.72		
19	Swimming Pool	747.28		
20	Gymnasium	3180.00		
21	Estate Maintenance Department	164.80		
22	Security Office	39.79		

23	BARN Hall	1721.19		
24	Chemical Engg.Department	2716.22		
25	Electrical &Electronics Engg.Department	2229.51		
26	Mechanical Engg. Department	5059.78		
27	Metallurgy Department	715.31		
28	Production Engineering Department	4283.2		
29	Powder Metallurgy Lab	864.59		
30	Civil Engineering Department	2649.41		
31	Physics Annexe(Old MCA Department)	549.01		
32	Silver Jubilee Building(Arch,MBA Dept)	3832.58		
33	Library(New)	8098.60		
34	PG Lecture Hall Complex(ORION)	9400.00		
35	Architecture Department(New)	2614.00		
36	Health Centre	1835.13		
37	Science Block(OJHA)	12600.00		
38	Training &Placement Block(New)	3000.00		
39	Golden Jubilee Conventional Hall(new)	13000.00		

<b>QUARTERS ZONE [All streets,KV school,Kalyana mandapam,Community Halls,Play grounds Guest house and Open areas under quarters Zone]</b>				
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
40	Professor quarters	3161.51		
41	Assistant professor quarters	3750.08		
42	Lecturer quarters	7708.36		
43	Kendriya Vidyalaya School	4399.00		
44	Shopping Centre	1208.24		
45	Other quarters	45052.00		

Note:

- 1) The above mentioned area is indicative and for reference only. The contractors should visit all of the above buildings and its surrounding to assess the actual quantum of work, minimum men and equipment requirement for delivering superior quality of housekeeping services. No extra claim will be entertained for any deviation in the above information.
- 2) The minimum labour requirement mentioned is indicative for basic house keeping activities. The contractor shall assess the exact requirement of the man power required for the superior quality of housekeeping services. The details of manpower proposed to be used should be enclosed along with the technical bid and the contractor is responsible for the entitlements of the workers.
- 3) House keeping services covers entire area of the Institute and Quarters zones including main gate in/out entrances, Open grounds, Surrounding areas of all buildings, Shopping Complex area, Water supply over head tank & sumps, Community halls, all open grounds etc.,

**Annexure – 2**

**List of materials deployable at NIT,Tiruchirappalli.**

<b>Sl.No</b>	<b>Materials</b>	<b>A/U</b>	<b>Min. Qty</b>	<b>Make/brand</b>	<b>Qty to be filled by the contractor</b>
Floor / toilet cleaning / refilling of waterless urinals chemicals / cartridges / sanitizing chemicals / materials (The contractor shall enclose the detailed list separately)					
1	Scented phenyl concentrated				As per the requirement
2	Liquid Soap Oil / Hand wash soap				As per the requirement
3	Coconut brooms (300 gms)				As per the requirement
4	Soft Brooms (Broom stick)				As per the requirement
5	Hill Brooms(Broom stick)				As per the requirement
6	Cleaning powder (Exo/Vim)				As per the requirement
7	Urinal cubes				As per the requirement
8	Odonil 50 mg				As per the requirement
9	Naphthalene balls white (Big)				As per the requirement
10	Toilet brush(EWC& IWC)LCRCommode brush				As per the requirement
11	Hand brush (scrubber)				As per the requirement
12	Liquid toilet cleaner(Harpic)				As per the requirement
13	Mirror/Glass cleaner				As per the requirement
14	Air Freshner(Odonil)				As per the requirement
15	a) Bleaching powder ISI				As per the requirement
	b)Appropriate acid				As per the requirement
16	Mop with Stick				As per the requirement
17	Cobweb remover				As per the requirement
18	Jasmine flavour liquid				As per the requirement
19	Dettol liquid				As per the requirement
20	Checked Cloth				As per the requirement
21	Yellow cloth				As per the requirement
22	Thatty malar				As per the requirement
23	Bamboo basket				As per the requirement
24	Dust bins				As per the requirement
25	Plastic Bucket				As per the requirement
26	Rack				As per the requirement
27	Dust Pan(Plastic big size for doorstep collection)				As per the requirement
28	Floor wiper				As per the requirement
29	Face Mask				As per the requirement
30	Hand Glouse (Pair)				As per the requirement
31	Shoe				As per the requirement
32	Safety goggles(white)				As per the requirement
33	Scrubbing Brush				As per the requirement
34	Bamboo Waste Bin				As per the requirement
35	Sponge / soft scrubber				As per the requirement
36	Mug				As per the requirement

<b>List of Minimum consumables Per Month For Institute zone &amp; Quarters zone</b>						
<b>S.No.</b>	<b>Name of the material/consumables</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount (Rs)</b>	
1	Scented phenyl concentrated	Lits	75			
2	Soap Oil	Lits	75			
3	Liquid toilet cleaner (Harpic)	Lits	75			
4	Coconut brooms	Number	50			
5	Hill brooms (400 gms )	Number	50			
6	Cleaning powder (Exo /Vim)	Kg	50			
7	Urinal cubes	Number	3000			
8	Odonil (50gm)	Number	400			
9	Naphthalene balls white (Big)	Kg	13			
10	Toilet brush (EWC& IWC) LCR Commode brush	Number	50			
11	Hand brush (scrubber)	Number	50			
12	Mirror cleaner	Number	10			
13	Air freshener	Packs	15			
14	Bleaching powder ISI	Kg	50			
15	Mop with stick	Number	40			
16	Checked cloth	Number	50			
17	Yellow cloth	Number	10			
18	Thatti malar	Number	20			
19	Rake	Number	2			
20	Cob-web remover	Number	5			
21	Bamboo basket big size	Number	8			
22	Lysol (500 ml)	Number	30			
23	Jasmine Flavour Liquid	Litre	2			
24	Dettol Liquid	Litre	2			
25	Cleaning Acid (Harpic)	Litre	50			
26	Aruval	Number	2			
	<b>Total cost of Consumables for both the zones</b>					

Note: The material specified is indicative and for reference only. However, the material required to maintain the standard of housekeeping shall be deemed to have been included in the scope of work. Along with the technical bid, the contractor shall provide a detailed list of material proposed to be used for floor cleaning, toilet cleaning, glass cleaning, outdoor cleaning and toilet sanitizing etc for superior quality of housekeeping services. If any additional quantity and additional material required during the housekeeping services shall be provided by the contractor without any additional claim.

**Annexure – 3**

**List of Minimum equipments deployable at NIT,Tiruchirappalli.**

Tools & Plants deployable at NITT means including labour charges, cost of material,chemicals <b>and fuel</b> .				
S.No	TOOLS & EQUIPMENT	Min.Qty	Qty deployable at NITT	To be filled by the contractor
1	Grass cutting machine-Heavy duty	06		As per the requirement
2	Grass cutting machine-Light duty	02		As per the requirement
3	Double disc scrubber cum driver	02		As per the requirement
4	Single disc scrubber	02		As per the requirement
6	Vacuum cleaner with blower& suction	01		As per the requirement
7	High pressure jet washer-Light duty	01		As per the requirement
8	Waste trolleys	04		As per the requirement
9	Ride on sweeper	01		As per the requirement
10	Toilet and room freshener kit	04		As per the requirement
11	Safety/Service sign boards to be used during cleaning operation	10		As per the requirement
12	Sewage removal tool(Grooved steel rod 6 mm-Roll)	02		As per the requirement
13	Tricycle/Push cart with dust bin	02		As per the requirement
14	Aluminium ladder-Adjustable upto 20 mtrs	01		As per the requirement
15	Crowbar	06		As per the requirement
16	Spade	06		As per the requirement
17	Showel	06		As per the requirement
18	Aruvaal	04		As per the requirement
	<u>For additional works(Item 2 to 7 of BOQ):</u>			
19	Fogging machine	02		As per the requirement
20	Sprayer- Brasso made-10 Ltrs capacity	04		As per the requirement
21	Drilling Machine Heavy duty for Anti termite works	02		As per the requirement

Note: The tools and equipment specified is indicative and for reference only. However, the required tools and plants to maintain the standard of housekeeping shall be deemed to have been included in the scope of work. Along with the technical bid, the contractor shall provide a detailed list of tools and plant proposed to be used for superior quality of housekeeping services. If any additional quantity and additional tools and plants required during the housekeeping services shall be provided by the contractor without any additional claim. Any repair / replacement of the equipment shall be carried out immediately so as not to affect the housekeeping services at any case.



S. No	Area	Example	Type of cleaning	Frequency of cleaning – No of time per												Remarks
				day			week			month			year			
				On ce	Tw ice	Thri ce	On ce	Tw ice	Thri ce	On ce	Tw ice	Thri ce	On ce	Tw ice	Thri ce	
11	BARN HALL,A2, A11,A12, A13	Bowl and gallery, surrounding area	Sweeping	X											Other than the schedule mentioned, the house keeping agency should provide additional services before and after any events conducted in the premises.	
			Mopping				X									
			Deep cleaning							X						
12	BARN HALL,A2, A11,A12, A13	Toilet	Sweeping	X											Other than the schedule mentioned, the house keeping agency should provide additional services before and after any events conducted in the premises.	
			Mopping				X									
			Deep cleaning							X						
13.	LHC	Bowl and gallery	Sweeping	X			X								Other than the schedule mentioned, the house keeping agency should provide additional services before and after any events conducted in the premises.	
			Mopping				X									
			Deep cleaning							X						
14.	LHC	Toilet	Sweeping	X											Other than the schedule mentioned, the house keeping agency should provide additional services before and after any events conducted in the premises.	
			Mopping					X								
			Deep cleaning							X						
15.	Common facilities	Water supply OHT&Sumps , Top of the sumps & surroundings/ In& Out gate/Approach roads including parking area	Sweeping	X												
16	Both zones	All Open Areas	De-weeding							X					During rainy season twice in a month	

17	Both zones	Drains	De-Silting							X						
18	Both zones	Sewer line	Flushing							X						
19	Both zones	Manholes	Cleaning							X						
20	Quarters Zone	Garbage/House hold wastes	Collection	X												
21	Quarters Zone	Street Cleaning	Collection and Disposal of wastes					X								

Note: The cleaning frequency specified is indicative only. However, the actual frequency required to maintain the standard of housekeeping shall be deemed to have been included in the scope of work. For hospital three shifts of housekeeping services to be done.

#### Annexure – 4b

In respect of Institute hospital housekeeping services shall be rendered 24x7 as per the following schedule. The cleaning of building premises, joineries, stair cases and parking area, the schedule mentioned in Annexure 4a shall be followed.

S. No	Area	Example	Type of cleaning	Frequency of cleaning – No of time per												Remarks		
				day			week			month			year					
				On ce	Tw ice	Thri ce	On ce	Tw ice	Thri ce	On ce	Tw ice	Thri ce	On ce	Tw ice	Thri ce			
16	Hospital	Entire floor area in all floors such as Verandah, doctors rooms, office space, ward room, laboratories,	Sweeping and mopping		X													
		Tables / chairs / desks / benches / boards / signage / screens / blinds	Mopping	X														
		Toilets / bathrooms	Sweeping mopping and deep cleaning			X												

Other than the above mentioned works, the contractor should engage skilled worker for washing cloths used in hospital. The IITM will provide washing machine for the same and all the cleaning and disinfectants required for the above work has to be arranged by the contractor.

## **Annexure – 5**

### **Minimum number of housekeeping staff to be deployed**

- 1) Please refer to the annexure 1 for deployment of minimum number of housekeeping staff.
- 2) The minimum number of staff mentioned is indicative only. The contractor shall arrange necessary additional manpower as and when required to maintain the standard of maintenance and to attend to breakdown maintenance of all housekeeping services.
- 3) Road cleaning, Corridor cleaning, staircase cleaning and removal littering around the buildings shall be completed before 8am.
- 4) The agency should keep manpower required to attend functions beyond 5 pm organised by the departments and student community as and when required.
- 5) All workers ,Supervisors and the management of the firm should maintain strict discipline with proper I -Card & Safety tools .
- 6) Workers for additional works required if any shall be intimated to the agency one day in advance.

## Annexure – 6

### Penalty for non-attendance / failure of housekeeping services

In addition to the general conditions of contract, any violation in the schedule of operation of housekeeping services and poor performance of services will be resulted with penalty as decided by the Executive Engineer EMD and the penalty will be imposed by deducting from running account bills. Non- compliance or delayed service of any housekeeping activity given below shall attract penalty at the rate shown against each.

Sl No	Item of work	A/U	Penalty Cost (Rs)
1a	Keeping Cleanliness of entire Institute and Quarters zone (Removal of Garbage, Loose materials, Cow dung, Plastics, Stone boulders, Broken glasses, Constructional wastes), Outside Cleaning of Residential areas in Quarters zone, Cleaning inside fencing in the vacant quarters of quarters zone including Open areas ,Roads, Grounds etc.,	Performance Score 8.00 and above	No Penalty is applicable
		Performance Score between 7.00 and 7.99	1.5 % of the base value (Item 1 of BOQ)
		Performance Score between 6.00 and 6.99	3.0 % of the base value (Item 1 of BOQ)
		Performance Score below 6.00 (Up to 5.99)	5.0 % of the base value (Item 1 of BOQ)
2	Cleaning of Water closets, Wash basins and Urinals using appropriate chemical/acid/etc.,	Per No/ Day	50
3	Sweeping and manual mopping of floor areas of all buildings in the Institute zone and KV School, Kalyana mandapam of Quarters zone .	Per 50 Sqm/Day	50
4	Sweeping/Mopping of entire floor area of Lecture Hall Complex, Science Block, Central Library, Main office,Dean chambers and Hospital Using Scrubbers .	Per 50 Sqm/Day	100
5	Cleaning of verandahs and common areas of the buildings	Per 50 Sqm/Day	50

6	Blockage complaints(sewer lines)	Per Rm/Day	500
7	Up keeping of all roads,berms	Per 200 Rm/Day	50
8	Desilting of drains	Per 100 Rm/Day	500
9	De-weeding - open areas by machine	Per 1000 Sqm/Day	200
10	Removal of cobweb incl.toilet&bath room areas	10 Sqm	20
11	Removal of carcasses including burial	Per No/ Day	1000
12	Cleaning of vacant residential quarters	No	250
13	Conveyance of garbage collected	Trip	1400
14	Conveyance of Constructional wastes	Trip	1600
15	Spraying chemical(mosquito/Cockroach)	Turn	24000
16	De watering of septic tank(Thuvakudi quarters)-6000 Ltrs/Trip	Trip	1600
17	Supply of plastic bins	No	100
18	Earth work excavation in drains	Cum	300
19	Post constructional anti-termite treatment	Sqm	240
20	Dust removal of furnitures at Main office, Lecture Hall Complex, Science block,Central Library, Hospital, IT centre and Examination Halls	Per 100 Sqm/Day	200
21	Removal of vegetations upto the roots on the terrace or any where from all buildings	Per Blg/Day	50
22	Removal of Honey-bee hives/Kadhandu/Such insects of any size/magnitude	Per No/ Day	4000
23	Additional workers to attend functions arranged by Students, Faculties and Departments	Per No/ Day	1100
<b>Use of Tools &amp;Plants</b>			
24	Grass cutting machine-Light duty	Per Day/ No	500
25	Grass cutting machine-Heavy duty	Per Day/ No	600
26	Double disc scrubber cum driver	Per Day/ No	600
27	Single disc scrubber(Manual)	Per Day/ No	500
28	Vacuum cleaner with blower& suction	Per Day/ No	500
29	High pressure jet washer-Light duty	Per Day/ No	500
30	Waste trolleys	Per Day/ No	200
31	Ride on sweeper	Per Day/ No	200
32	Toilet and room freshener kit	Per Day/ No	50

33	Safety/Service sign boards to be used during cleaning operation	Per Day/ No	200
34	Sewage removal tool(Grooved steel rod 6 mm-Roll)	Per Day/ No	100
35	Tricycle	Per Day/ No	400
36	Sprayer- Brasso made-10 Ltrs capacity	Per Day/ No	400
37	Aluminium ladder-Adjustable upto 20 mtrs	Per Day/ No	100
38	Crowbar	Per Day/ No	100
39	Spade	Per Day/ No	100
40	Showel	Per Day/ No	100
41	Aruvaal	Per Day/ No	100
42	Paymant of wages in time (seventh day of succeeding month)		2000
43	Deployment of manpower lesser than 02+40 persons	Per Person/day	1000
44	Wearing uniform/ID	Per person/day	500
45	Issue of safety equipments to work	Per person/day	500
46	Receipt of monthly progress report on due date (i.e. on 10 <sup>th</sup> of every month)	Per Day of delay	2000
47	Damage to the institute property	Value of the property+10% penalty	
48	Use of consumables	Twice the Cost of Consumable	
49	Any sort of misbehaviour of the agency and workers	Appropriate actions shall be taken	

**FORMAT -MONTHLY PERFORMANCE CERTIFICATE:**

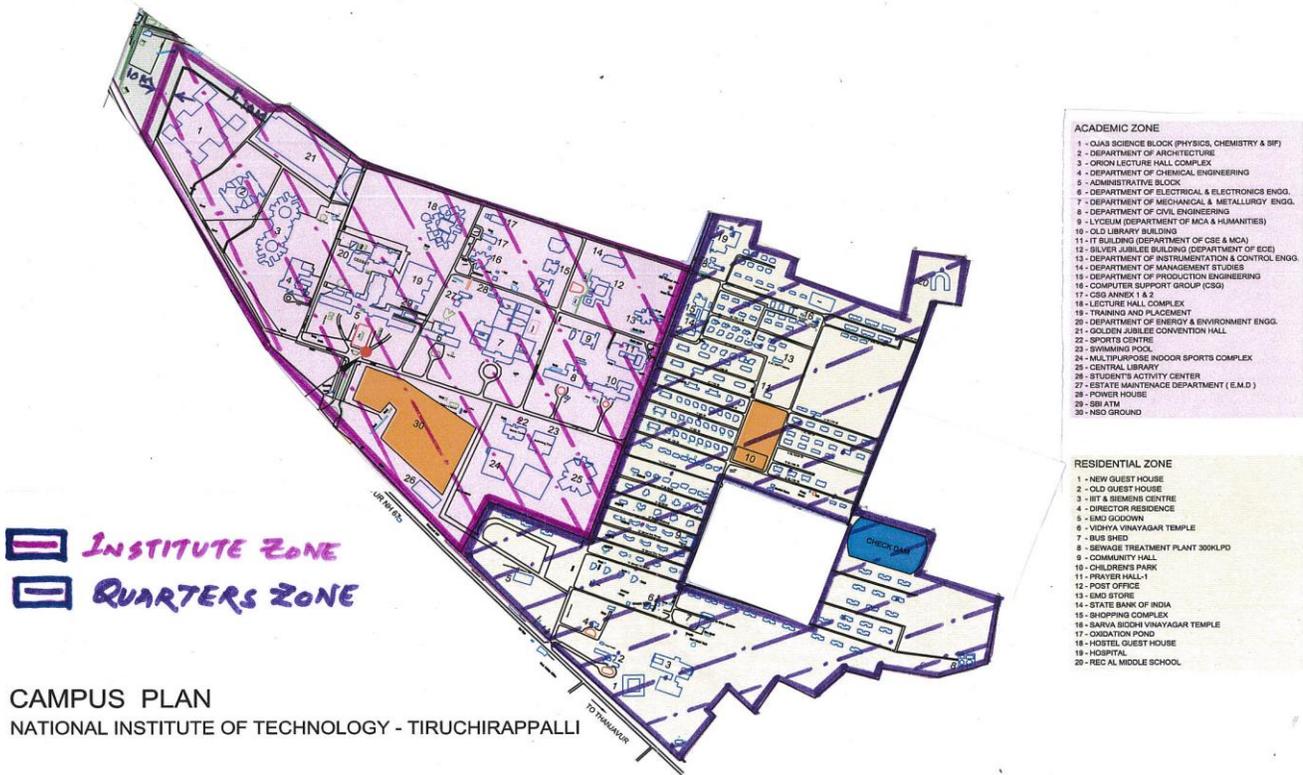
INSTITUTE ZONE:

SI No	DEPARTMENT	HOD or Authorised staff on behalf of the Department	Score in words (1-10)	Signature
1	Civil			
2	Mechanical			
3	Electrical			

QUARTERS ZONE:

SI No	STREET	Quarters No	Score in words (1-10)	Signature of the Resident
1	1			
2	2			
3	3			

# INSTITUTE & QUARTERS ZONE BOUNDARIES



Certified that the Technical bid as published on the web site contains 26 pages.

Office of the Executive Engineer (Civil),  
Estate Maintenance Department,  
NIT Trichy – 620 015.

Signature of the Contractor



NATIONAL INSTITUTE OF TECHNOLOGY TRICHY  
ESTATE MAINTENANCE DEPARTMENT – 620 015

**ENVELOPE – 3 – FINANCIAL BID**

**Tender Notification No : NITT/EMD/HK/(IZ&QZ)/26 (222) / Dated 24.01.2018**

**Rendering Housekeeping Services in the Institute and Quarters zones at NIT Trichy.**

**INDEX**

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**NATIONAL INSTITUTE OF TECHNOLOGY TRICHY**

ESTATE MAINTENANCE DEPARTMENT, TRICHY – 620015.

**Envelope 3 - FINANCIAL BID**

**NITT/EMD/HK/ (IZ&QZ)/26 (222) / Dated 24.01.2018**

The Director, National Institute of Technology Trichy - 620 015 invites lump sum tenders, in three envelope system (Application for eligibility, technical and financial bid) for the following work from the contractors who satisfy the eligibility criteria given below.

**1. PARTICULARS OF WORK**

1. Name of work : Rendering Housekeeping Services in the Institute and Quarters zones at NIT Trichy .
2. Approximate Estimate Cost put to Tender : Rs. -----Lakhs (Agency to quote the amount)
3. Earnest Money Deposit (EMD) @2 % of the bid : Rs. /- (In the form of DD drawn in favour of The Director, National Institute of Technology, Trichy-15 and payable at SBI branch NITT.
4. Tender processing fee (Non-refundable) : Rs. 1000 /- (In the form of DD drawn in favour of The Director and payable at SBI branch NITT.
5. Time period for completion : 12 months (Initially for three months and based on the performance, the contract may be extended for 09 months and further 12 months on sole discretion of NITT authorities)
6. Validity of the tender : 90 days  
( From the date of opening of the tender )
7. Date of Prebid Meeting & Venue : 06.02.2018 at 11.00 AM  
Estate Maintenance Department, 1<sup>st</sup> Floor,  
NIT, Trichy.
8. Last Date for Submission of Tender : 05.03.2018 - @ 3.00 PM
9. Date of Opening of the Eligibility document : 05.03.2018 - @ 3.01 PM
10. Date of Opening of the Technical bid : 06.03.2018 - @ 3.00 PM
11. Date of Opening of the Financial bid : Shall be intimated to eligible contractors through the Mail-ID provided by the contractor(one day in advance).
12. Address of the Engineer-in-Charge : Office of the Executive Engineer (Civil),  
Estate Maintenance Department,  
NIT Trichy – 620 015.

**1.12. Address of the tender calling authority**

The Director,  
National Institute of Technology  
Tiruchirappalli– 620015.

1.13. The Employer may extend the deadline for submission of Tenders by issuing an amendment through NITT website in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will be subject to new deadline.

**1.14. LATE TENDER**

Tenders and supporting documents received after 3.00 pm on 05.03.2018 will not be accepted for any reason.

## **2. TENDER**

- 2.1. I/We have read and examined the notice inviting tender, schedules A & B, Specifications applicable, drawings, Conditions of contract and other documents and rules referred to in the conditions of contract and all other contents in the tender documents for the work.
- 2.2. I/We hereby tender for the execution of the work specified for the National Institute of Technology Trichy, within the time specified in Schedule – ‘F’ and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in General Rules and Directions and in Clause 11 (General conditions of contract) and with such materials as are provided for, and in all respects in accordance with such conditions applicable.
- 2.3. I/We agree to keep the tender open for Ninety (90) days from the date of opening of tender and not to make any modifications in its terms and conditions
- 2.4. I/We agree that the EMD deposited by me/us be retained by NITT towards Security Deposit to ensure execution of all works referred to in the tender documents on the terms and conditions contained or referred to therein.
- 2.4. If I/We fail to furnish the prescribed performance guarantee as mentioned elsewhere within the prescribed period, I/we agree that NITT shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.
- 2.5. I/we agree that in case of forfeiture of earnest money as aforesaid, I/we shall be debarred from participating in the re-tendering process of the work.
- 2.6. If I/we fail to commence work as specified in clause 3A of the contract, I/we agree that NITT shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely,
- 2.7. I/We agree to carry out such deviations as may be ordered, up to a maximum percentage mentioned in Schedule ‘F’ and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the contract.

2.8. I/we hereby declare that I/we shall treat the tender documents, drawings and other records connected with the work as secret / confidential documents and shall not communicate the information derived therefrom to any person other than a person to whom I/we am / are authorised to communicate the same or use the information in any manner prejudicial to the safety of the State.

2.9. I/We hereby certify that the tender document submitted is the exact copy of the document published by the NITT in the web site and no alterations and additions have been made by me / us in the tender document.

Contractor

Dated

Signature of the Tenderer

Postal Address

Witness

Signature

Name

Postal Address

Occupation

### **3. Acceptance**

The above tender is accepted by me for and on behalf of the Director, NITT for a sum of Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_)

The letters referred to below shall form part of this contract Agreement:

- a)
- b)
- c)

For & on behalf of the Director NITT

Signature \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_

## **4. Conditions of contract**

### **4.1. Definitions**

In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-

1. The expression 'works' or 'work' shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.
2. The 'Site' shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
3. The 'contractor' shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
4. The 'Engineer-in-charge' means the Engineer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of NITT as mentioned in Schedule 'F' hereunder.
5. 'Accepting Authority' shall mean the authority mentioned in Schedule.
6. 'Excepted Risks' are riots (other than those on account of contractor's employees), war, acts of God such as earthquake, lightening and unprecedented floods, and other such causes over which the contractor has no control and accepted as such by the Accepting Authority.
7. 'Market Rate' shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover all overheads and profits.

8. 'Schedules(s)' referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard schedule of Rates of the CPWD mentioned in schedule 'F' hereunder, with the amendments thereto issued up to the date of receipt of the tender.
9. 'Department' means NITT which invites the tenders.
10. 'District specification' means the specifications followed by the state of Tamil Nadu in the area where the work is to be executed.
11. 'Tendered value' means the value of the entire work as stipulated in the letter of award.
12. 'Employer means NITT.
13. Where the context so requires, words imparting the singular also include the plural and vice versa. Any reference to masculine gender shall whenever required shall refer to feminine gender and vice versa.
14. Wherever the expression "Divisional Officer" appears in the Clauses, it should be substituted by the expression "Executive Engineer (Civil)".
15. "Engineer in Charge" means Executive Engineer (Civil), NITT, and the Engineer means the officer representing the Engineer-in-Charge of the Project.

#### **4.2. Authority to sign the tender document**

The tender must be signed by the person / persons competent to sign as indicated below. Same stipulations will also apply in the case of Receipt of payments for the work done.

1. If the Applicant is an individual, he should sign above his full typewritten name and current address.
2. If the Applicant is a proprietary firm, the Proprietor should sign above his full typewritten name and the full name of his firm with its current address.
3. If the Applicant is a firm in partnership, the Documents should be signed by all the Partners of the firm above their full typewritten names and current addresses. Alternatively the Documents should be signed by a Partner holding Power of Attorney for the firm and in this case a certified copy of the Power of Attorney should accompany the tender documents. In both cases a certified copy of the Partnership Deed and current address of all the partners of the firms should be furnished.
4. If the Applicant is a limited Company, or a Corporation, the Documents shall be signed by a duly authorized person holding Power of Attorney for signing the Documents, accompanied by a copy of the Power of Attorney. The Applicant should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary

#### **4.3 .Instructions for filling the Bill of Quantities (Schedule A & B)**

The spread sheet containing the Bill of Quantity shall be downloaded from NITT web site and the same shall be submitted after filling the rates. The file name of the spread sheet document which is downloaded from the web site should not be changed in any case.

1. The rate (s) must be quoted in decimal coinage. Contractors must ensure to quote rate of each item both in words and figures and the least value among them shall be taken into account.
2. In the case of item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected

3. Tenders containing proposal for any alteration in the work or in the time allowed for carrying out the work, or which contain any other condition including conditional rebates, will be summarily rejected.
4. The officer inviting tenders shall have the right to reject all or any of the tenders and will not be bound to accept the lowest or any other tender
5. The tender for the work shall not be witnessed by a Contractor or Contractors who himself / themselves has/have tendered for the same work. Failure to observe this condition would render tenders of the Contractor tendering, as well as witnessing the tender, liable to summary rejection.
6. In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such tender is liable to be rejected.
7. The tenderers shall sign a declaration under the Official Secret Act, 1923, for maintaining secrecy of the tender documents, drawings or other records connected with the work given to them.

#### **4.4. Refund / forfeiture of EMD**

1. Earnest Money is to be paid by each tenderer to ensure that the tenderer does not refuse to execute the work after it is awarded to him and shall be furnished in the form of Demand Draft in favour of The Director, NIT Tiruchirappalli payable at SBI branch at NITT. EMD in any other form will not be accepted. The rate of earnest money deposit shall be at the rate of 2% of the bid.

2. EMD of the unsuccessful contractor shall be refunded on finalization of the contractor and the EMD amount shall not carry any interest.

3. Tender for the work shall remain open for acceptance for a period of 90 days from the date of opening of the Tender.

4. If lowest tenderer withdraws his tender before the said period or issue of acceptance, whichever is earlier or makes any modification in the terms and conditions of the tender which are not acceptable to the Institute, then NITT, shall without prejudice to any other right or remedy, be at liberty to forfeit 50 % of the said earnest money.

5. The Security deposit will be released in six months on satisfactory completion of the contract including extended period.

#### **1.5 Documents to be submitted upon acceptance of the tender.**

1. On acceptance of the tender, the name of the accredited representative(s) of the Contractor who would be responsible for taking instructions from the Engineer in Charge shall be communicated in writing to the Engineer in Charge.
2. The Contractor shall give a list of NITT employees related to him.

#### **4.6 Signing of Agreement.**

1. The successful contractor on acceptance of his tender shall, within 14 days from the stipulated date of start of the work, sign the contract.
2. **Documents constituting the contract**
  - a. Non judicial stamp paper for value not less than Rs.100 containing the brief description of the contract duly signed by both parties to the contract.
  - b. The notice inviting tender, the financial bid and all other the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
  - c. Decisions taken in the Pre-bid meeting if conducted.
  - d. Letter of acceptance
  - e. Letter of award (After submission of Performance Guarantee)

#### **4.7 Special conditions**

1. Workmen should be vigilant while on work.
2. Smoking in the institute premise is strictly prohibited.
3. Workers must be free from influence of alcohol.
4. Workers must be physically and mentally fit for work.
5. Workers should avoid causing damage to the Institute property.
6. The NIT, Tiruchirappalli Administration will not accept any responsibility if the workmen are injured.
7. The payment will be made after deducting Income Tax, Labour Welfare Cess etc., Normal working hours is 07:30/8:30 a.m. to 04:30/05:30 p.m. (with one hour lunch break) based on the requirements and for extended hours if required by NITT for specific purpose.
8. Child Labour is strictly prohibited.
9. Labour shall not be permitted (except staff for watch and ward) to stay inside the campus and no labour camp shall be allowed to be set up inside the campus.
10. All housekeeping activities and storage of materials shall be restricted within the area earmarked for the above purpose.

11. The contractor shall abide by the restrictions imposed by the security wing of the Institute on the working and movement of labour, materials etc. and nothing extra shall be payable on this account. The contractor shall arrange for necessary photo identity passes for the labour for entry into the campus. Advance action for obtaining such passes shall be taken by the contractor and no claim on this account shall be entreated.
12. Movement of labour should be restricted to the areas where work is carried out. Workers should be made to confine themselves to the work areas and should not wander into the near by areas / buildings/ forest.
13. The work should be executed during day time only. If the work is required to be carried out in the night, necessary permission of the Engineer-in-charge shall be obtained. Contractor will make his own arrangement for lighting the area and no extra amount for carrying out the work during night is payable. To the extent possible engaging women labour in the night shift should be avoided
14. The work shall be carried out with least hindrance to the adjoining buildings and offices and the contractor will be responsible for any damage, caused to the existing fixtures, electric fittings, cables, roads, pipelines etc. in the course of execution and the contractor shall make good any such damages for which nothing extra is payable.
15. The contractor will not be allowed to use any of the water resources available within the campus nor will be permitted to dig any bore well inside the campus. Water connection available in the toilet and other area can be utilized by the contractor for the purpose of cleaning / jet cleaning etc at free of cost.
16. No plot rent shall be charged for materials stocked in the institute land during the course of work with the prior approval the Engineer. All such materials shall be removed at the time of completion of the work.
17. Tenderer shall inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the site and shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not. Submission of a tender implies that the tenderer has read the complete contract documents and is aware of the conditions, specification of the work to be done and of the local conditions and other factors having a bearing on the execution of work. Any claim either for extra amount or for additional time for execution due to ignorance about the site and working conditions are not admissible /payable.

18. All documents forming the contract shall be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scaled.

19. In the case of discrepancy between the schedule of Quantities, the specifications and/or the Drawings, the following order of precedence shall be observed.

- i. Drawings.
- ii. Particular Specifications and special conditions, if any
- iii. C.P.W.D Specifications
- iv. Specifications of B.I.S.
- v. Description of item in the Schedule of Quantities.
- vi. If there are varying or conflicting provisions made in any one document forming part of the contract, the Engineer-in-charge shall be the deciding authority with regard to the interpretation of the documents and his decision shall be final and binding on the contractor.
- vii. Any error in description, quantity or rate in schedule of Quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to specifications or from any of his obligations under the contract. All such variations, errors, additions, substitutions etc shall be decided as per the terms of the contract.

20. The work shall be carried out complying in all respects with the requirements of relevant bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and nothing extra will be paid on this account.

21. Where CPWD specifications are not available for fittings and fixtures, the same should conform to bye-laws and specification of the local Body. The contractor should engage licensed plumbers for the work.

22. The contractor shall comply with all legal orders and directions of the local or public authority or municipality and abide by them.

23. The contractor shall give a performance test of the installation(s) as per specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.

24. Sample of all materials and fixtures etc, shall be got approved in advance from the Engineer-in-Charge before taking up the respective work. The contractor shall produce all the materials in advance so that there is sufficient time for testing and approving the materials and clearance of the same before their use in work.

25. The contractor shall be furnished, free of cost one certified copy of the contract documents except Standard Specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract

26. For any dispute arising out of this agreement, the legal jurisdiction will be at High Court bench at Madurai in Tamil Nadu only.

27. It is not binding on the competent authority to accept the lowest or any other tender and any or all the tenders received can be rejected without assigning any reason.

28. Canvassing whether directly or indirectly, in connection with tender is strictly prohibited and the tenders of the contractors who resort to canvassing will be liable to rejection.

29. The competent authority reserves the right to accept part of the tender and the tenderer shall be bound to perform the same at the rates quoted.

#### **4.8 ROLE OF PRINCIPLE EMPLOYER:**

- a) Monitoring the Progress and the Quality of the service.**
- b) Payment (Consolidated single rate) to the contractor on monthly basis within two months from the date of submission of genuine bill (with all relevant supporting documents referred elsewhere in the tender document) and application of Penalty /Termination clauses if warranted.**
- c) Intimation of additional labour requirement to the contractor one day in advance.**

## 5. SCHEDULES

**Schedule 'A' - The Bill of Quantities as Lump sum Contract enclosed in this document.**

**Schedule 'B'** - Schedule of materials proposed to be issued to the tenderer  
WATER WILL BE SUPPLIED FROM THE BUILDING AT FREE OF COST FOR  
HOUSEKEEPING SERVICES. NO OTHER MATERIAL SHALL BE ISSUED TO THE  
TENDERER BY NITT.

**Schedule 'C'**- Schedule of tools and plants proposed to be hired to the tenderer  
  
NO TOOLS AND PLANTS SHALL BE HIRED TO THE CONTRATOR BY NITT.

**Schedule 'D'** - Extra schedules for specific requirements / documents for the work,  
if any.

### **Schedule 'F'**

Name of work: : Rendering housekeeping services in  
Academic and Quarters zone at NIT Trichy.

Estimated cost of work : Rs. Lakhs

Earnest money : 2% of the bid value.

Performance Guarantee : 5% of the tendered value

Security Deposit : 5% of the tendered value

**General Rules and Directions:**

Officer inviting tender : The Director, NIT, Tiruchirappalli

Maximum percentage for quantity of items work  
to be executed beyond which rates are to be  
determined in accordance with clause 12.2 and 12.3. } **Not applicable**

**Definition**

Engineer-in-charge Executive Engineer (Civil),  
NIT, Tiruchirappalli.

Accepting authority The Director, NIT ,Tiruchirappalli.

Percentage on cost of material and  
labour to cover all overheads and profit : As per the lowest bid

Standard schedule of rates CPWD DSR 2014

(CLAUSES REFERRING ADDITIONAL CLAIM IF ANY SHALL NOT BE  
APPLICABLE TO THIS CONTRACT BEING CONSOLIDATED SINGLE RATE  
LUMPSUM CONTRACT FOR ANY REASON).

Department NIT TRICHY

Standard CPWD contract form CPWD General Conditions of Contract  
With up to date Modification and correction

**Clause 1**

(i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance in days. 7 (seven)\_Days

(ii) Maximum allowable extension beyond the period provided above 7(Seven) Days.

**Clause 2**

Authority for levying compensation under clause 2. Executive Engineer (Civil)

**Clause 2a**

Whether clause 2a shall be applicable : Not applicable.

**Clause 5**

Number of days from the date of issue of letter of acceptance for reckoning the date of start : 14 Days

**Milestones to be achieved shall be as given below.**

**Milestone Clause not applicable.**

Time allowed for execution of work : 03 months (Extendable upto 09 months and further 12 months based on satisfactory performance)

Authority to give fair and reasonable

**Clause 6, 6A** : Clause 6A shall be applicable.

**Clause 7**

Gross work to be done with net payment after adjustment of advances for material collected, if any, since the last such payments : **Monthly payment** for being eligible to interim payment.

**Clause 10A - List of Testing equipments to be provided as listed in this Document : Not applicable**

**Clause 10C is not applicable to this contract.**

**Clause 10 CA and clause 10CC shall not be applicable for the extended period of contract if the extension so granted is without levy of compensation.**

**Clause 10CA is not applicable**

**Clause 11 : Not applicable to this contract**

Specification to be followed for execution of work:  
CPWD Specifications 2009 Volume I to II and revised CPWD Specifications up to date, General specifications for Electrical works part – I 2004, General specifications for Electrical works part-IV Sub Station 2007.

**Clause 12 : Not applicable to this contract**

Deviation limit beyond which clauses 12.2 & 12.3 shall apply for building work (Excluding foundation)	} 30%
Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work.	} 100%

**Clause 16**

Competent Authority for deciding reduced rates for items which are not as per specification	Executive Engineer (Civil) NITT
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**Clause 18**

List of mandatory machineries, tools & plants to be deployed by the contractor Shall be as finalized in the technical bid.  
Any other machinery items not included in the above list but essential for satisfactory completion of the project shall be provided by the contractor.

**Clause 36(i) Technical / other Personnel to be employed at site shall be as per the requirement indicated in the technical bid.**

## **6. ADDITIONAL SPECIFICATIONS**

The additional specification given below is not substitute to CPWD specifications or IS specifications. These shall be read along with CPWD specifications or IS specifications.

### **6.1. GENERAL**

1. The work shall be carried out using metric dimensions only and shall be measured and paid in metric dimensions. F.P.S. units, if any, mentioned in drawings etc are for guidance only.
2. Wherever any reference to any Indian Standard Specification occurs in the documents relating to this contract the same shall be inclusive of all amendments issued thereto or revision thereof if any, up to the date of receipt of tenders.
3. Unless otherwise specified in the schedule of quantities the rates for the various items are for execution at all heights, levels and locations.
4. Unless otherwise specified in the schedule of quantities the rate for the items of the work shall be considered as inclusive of all incidental charges.

### **7.0 STATUTORY REQUIREMENTS / APPROVAL FROM STATUTORY AUTHORITIES**

Work for electrical installation shall be carried out in accordance with this specification and complying with the relevant statutory requirements and national standards. It shall be the responsibility of the contractor to obtain approvals of competent Central or State Government authorities and satisfy them regarding the compliance with relevant regulations for this scope of work.

The work should be carried out only under the supervision of licensed supervisors. The licenses possessed by the Contractor's supervisor shall be made available to the Client for scrutiny before commencement.

Test certificate for installation shall be prepared in the form required by the Electrical Inspectorate Govt. of Tamilnadu and Tamilnadu Electricity Board. Any rework on account of remarks by Electrical Inspector shall have to be carried out by the Electrical contractor at no extra cost.

## 8. Forms

### 8.1 Guarantee bond

Form of performance security (guarantee) Bank guarantee bond

In consideration of the National Institute of Technology (hereinafter called "The Institute") Having offered to accept the terms and conditions of the proposed agreement between .....and.....(hereinafter called "the said contractor (s))for the work..... (hereinafter called "the said agreement") having agreed to production of a irrevocable bank Guarantee for Rs.....(Rupees.....only) as security / guarantee from the contractor (s) for compliance of his obligations in accordance with the terms and condition in the said agreement.

- 1) We.....(hereinafter referred to as "the Bank") hereby (Indicate the name of the Bank) Undertake to pay to the Institute an amount not exceeding Rs.....(Rupees.....only) on demand by the Institute.
- 2) We.....do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Institute stating that the amount claimed is required to that recoveries due or likely to be due from the contractor (s). Any such demand on the Bank shall be conclusive as regard the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only)
- 3) We, the said bank further undertake to pay to NITT any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present guarantee being absolute and unequivocal.  
The payment so made by us under this bond shall be a valid discharge of our liability payment therein under and the contractor (s) shall have no claim against us for making such payment.
- 4) We.....further agree that the guarantee herein (indicate the name of the bank) Contained shall remain in full force and effect during the period that would be taken for the said performance of the said agreement and that it shall continue to be enforceable till all the dues of the Institute under or by virtue of the said agreement have been fully paid and claims satisfied or discharged or till Engineer-in-charge on behalf of the Institute certifies that the

terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.

5) We.....further agree with the Institute that (Indicate the name of the Bank) the Institute shall have the fullest liberty without our consent without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Institute against the said contractor (s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor (s) or for any forbearance, act of omission on the part of the Institute on any indulgence by the Institute to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6) This guarantee will not be discharged due to the change in the constitution of the bank or the contractor (s).

7) We.....lastly undertake not to revoke this (Indicate the name of the Bank) Guarantee except with the previous consent of the Institute in writing.

8) This guarantee shall be valid up to.....unless extended on demand by Institute. Notwithstanding anything mentioned above, our liabilities under this guarantee is restricted to Rs ..... (Rupees .....) and unless a claim of writing is lodged with us within six month of the date of expiry or extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharge.

Dated the.....day of.....for.....(Indicate the name of the Bank)

## **9. Special conditions**

### **9.1. Protection of Environment**

1. The debris and other waste generated from the work spot should not be thrown inside the campus. All waste material should be taken out of the campus. All materials should be stored only at places earmarked by the engineer in charge.
2. Materials should not be stored in buildings that are in use. If any material stored in unauthorized location the same shall get removed at the cost of contractor and necessary rent shall be levied for the area used for storage.
3. For Intercarting of various materials use of animal drawn vehicles are strictly prohibited.
4. While transporting the materials along the road, spillage of material should be avoided. If any spillage occurs, the same should be got cleaned immediately.
5. No vegetation inside the campus should be damaged.
6. Smoking is strictly prohibited at workplace.

## 10.0 Safety at the Site

1. The contractor must appoint a qualified person (full time) for taking care of implementation of Safety systems
2. The Contractor shall submit the **Project Safety Plan** stating the methodology of implementation of systems to ensure the safe and environment friendly work place. The Safety Plan must include the following.
  - a. Organization Chart
  - b. Reporting relationship of the safety enforcement personal in a flow chart
  - c. Safety Committee Structure – Chairman, secretary and committee members

### 10.1 Roles & Responsibilities of the Safety committee

Enforcement of

1. applicable Statutory requirements, standards and codes related to safety and its adherence,
2. General safety rules and regulations concerning use of personal protective equipment and safety devices relevant to site activities, Awareness and Training Programs, Motivational schemes, programs for safe Access, Egress and workstation safety
3. Safe use of construction power supply and upkeep / maintenance of installations
4. Work permit systems
5. Use, maintenance and inspection of Plant & machinery
6. Scaffold & formwork norms
7. Use, maintenance and inspection of Lifting Tools
8. Fire Protection and prevention
9. Emergency preparedness

10.2 Status of Safety implementation at site will be discussed in the Weekly Review meeting. Contractor must submit the safety statistics every month in the enclosed format. Merit Certificate will be issued for the achievement of safety mile stones like 0.5 million safe man hours, one million safe man hours, 1.5 million safe man hours and so on.

10.3 The General Guidelines governing the safety implementation shall include the following Rules., while preparing the safety plan.

1. All the workmen shall undergo Safety Induction, screening before engaging them on the job. Physical fitness of the person to certain critical jobs like working at height or other dangerous locations to be ensured before engaging the person on work.
2. Sub-contractors shall ensure adequate supervision at workplace. They shall ensure that all persons working under them shall not create any hazard to self or to co-workers.
3. Nobody is allowed to work without wearing safety helmet. Chinstrap of safety helmet shall be always on. Drivers, helpers and operators are no exception.
4. All labour should be dressed properly attending to work wearing dhotis, lungies should be avoided to the extend possible.
5. The workmen shall wear suitable protection devices like mask, gloves, shoes etc,
6. No one is allowed to work at or more than three meters height without wearing safety belt and anchoring the lanyard of safety belt to firm support preferably at shoulder level.
7. No one is allowed to enter into workplace and work at site without adequate foot protection.
8. Usage of eye protection equipment shall be ensured when workmen are engaged for grinding, chipping, welding and gas-cutting. For other jobs as

and when site safety co-coordinator insists eye protection has to be provided.

9. All PPE like Safety shoes, Safety helmet, Safety belt, Safety goggles etc. shall be arranged before starting the job.
10. Adequate illumination at workplace shall be ensured before starting the job at night.
11. All the dangerous moving parts of the portable / fixed machinery being used shall be adequately guarded. Ladders being used at site shall be adequately secured at bottom and top. Ladders shall not be used as work platforms.
12. Horseplay is completely prohibited at workplace. Running at the site is completely prohibited, except in the case of emergency.
13. Material shall not be thrown from the height. If required, the area shall be barricaded and one person shall be posted outside the barricading for preventing the tre-passers from entering the area.
14. Other than electricians with red helmet no one is allowed to carry out electrical connections, repairs on electrical equipment or other jobs related thereto.
15. All electrical connections shall be made using 3 or 4 core cables, having a earth wire.
16. Proper Earthing pits at site to be constructed. And the sensitivity must be maintained less than 1 ohm
17. Main panel boards should have MCB's and RCCB / ELCB's ( 30 mA sensitivity).
18. Inserting of bare wires for tapping the power from electrical sockets is completely prohibited.

19. All major, minor accidents and near misses to be recorded and reported to the IITM and the management must take necessary steps to avoid the recurrence.
20. Scaffoldings used should be of proper construction. No Casuarina pole / bamboo scaffolding is permitted. It should be inspected by competent person(s) before use
21. All tools and tackles shall be inspected before use. Defects to be rectified immediately. No lifting tackle to be used unless it is certified by the competent authority.
22. All tools and tackles shall be tested and have a Identification no., SWL and date of next test marked on them.
23. A tools and tackles inspection register must be maintained and updated regularly.
24. Good housekeeping to be maintained. Passages shall not be blocked with materials.
25. Must have a reverse horn on all the Earth moving vehicles and Equipments used at site.
26. Debris, scrap and other materials to be cleared from time to time from the workplace and at the time of closing of work everyday.
27. Adequate fire fighting equipment shall be made available at workplace and persons are to be trained in fire fighting techniques with the co-ordination of site safety co-ordinator.
28. All the unsafe conditions, unsafe acts identified by contractors, reported by site supervisors and / or safety personnel to be corrected on priority basis.
29. No children shall be allowed to enter the workplace.
30. Other than the Driver / operator, no one shall travel in a tractor / tough rider etc.

31. All the lifting tools and tackles shall be stored properly when not in use.
32. Clamps shall be used on Return cables to ensure proper earthing for welding works.
33. Return cables shall be used for earthing.
34. Proper eye washing facilities shall be made in areas where chemicals are handled.
35. Connectors and hose clamps are used for making welding hose connections.
36. Proper warning boards and caution notices to be displayed at required areas inside the site.
37. Spill trays shall be used to contain the oil spills while transferring / storing them.
38. Tapping of power by cutting electric cables in between must be avoided. Proper junction boxes must be used.
39. Any violation of above will attract levy of penalty by the engineer in charge on the contractor

## **11. INSURANCE**

### **1. Insurance of Works**

The Contractor shall effect Contractor's all risk insurance policy (CAR policy) in the joint names of the Employer and the Contractor, the name of the former being placed first in the policy, covering the following:

(a) The Works at the contract price together with the materials for incorporation in the works at their replacement value.

(b) All plants and equipment and other things brought to the site by the Contractor at their replacement value.

The insurance shall be against all losses or damages from whatever causes, other than excepted risks, as defined in Clause 2 of Conditions of Contract, for which the Contractor is responsible under the Contract. The insurance cover shall be for the period of contract and also for the period of maintenance, for loss or damage arising from a cause prior to commencement of the period of maintenance, and for any loss or damage, occasioned by the Contractor in the course of any operations carried out for the purpose complying with his course of any operations carried out for the purpose of complying with his obligations during maintenance period under Clause 17 of Clauses of Contract. Such insurance shall be effected with an insurer and with terms approved by the Employer. The Contractor shall, whenever required, produce the policy or policies and the receipts for payment of the current premiums.

### **2. Third Party Insurance**

Before commencing the execution of the Works, the contractor shall insure against the liability for any material or physical damage, loss or injury which may occur to any property or life including that of the Employer or to any person, including any employee of the Employer, by or arising out of the execution of the works or in the carrying out of the Contract. The sum insured will be for Rs.5 lakhs. Such insurance shall be effected with an insurer and in terms approved by the Employer. The Contractor shall, whenever required, produce before the Engineer-in-charge the policy or policies of insurance and the receipts of payment of the current premiums.

### **3. Workmen's Insurance**

The Employer's shall not be liable for any payment in respect of any damages or compensation payable according to law in respect or in consequence of any accident or injury or loss of life to any workman or other person in the employment of the Contractor or any sub-contractor, except an accident or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall insure against such liability with an insurer approved by the Employer for sum of the established norms during the entire period till completion of Period of Maintenance.

### **4. Recovery from the Contractor**

Without prejudice for the other rights of the Employer against the Contractor in respect of default, the Employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damages, compensation costs, charges and other expenses paid by the Employer and which are payable by the Contractor under this clause.

### **5. Extension of time**

The Contractor, in case of rebuilding or reinstatement, shall be entitled to such extension of time for completion as the Engineer-in-charge may deem fit, but shall, however not be entitled to reimbursement by the Employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.

### **6. Insurance by Sub-Contractors**

Without prejudice to his liability under this clause the Contractor shall also cause all Sub-Contractors to effect, for their respective portions of the works, similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the Employer such policies. The Contractor shall not permit a Sub-Contractor to commence work at the site unless the said insurance policies are submitted. In the event of failure of the Sub-Contractor to take out such a policy of insurance before commencing the works at the site, the Contractor shall be responsible for any claim or damage attributable to the said Sub-Contractor.

## **7. Period of Policies**

All the insurance covers mentioned above shall be kept alive during the complete period of the contract. If the Contractor shall fail to effect and keep in force the insurance referred to above, or any other insurance which he may be required to effect under the terms of the Contract, then and in any such case the Employer on advice of the Engineer-in-Charge may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer as aforesaid from any moneys due or which may become due to the Contractor, or recover the same as debt due from the Contractor.

## **8. Damage to Persons and Property – Employer to be Indemnified**

The Contractor shall indemnify the Employer against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, except any compensation or damages for or with respect to:

(a) The permanent use or occupation of land by the works or any part thereof.

(b) The right of the Employer to execute the works or any part thereof on, over, under, in  
or through any land.

(c) Injuries or damage to persons or property resulting from any act or neglect of the Employer, his agents, servants or other contractors, not being employed by the Contractor or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents, such part of the compensations as may be just and equitable having regard to the extent of the responsibility of the Employer, his servant or agent or other Contractors, for the damage or injury.

Signature of Contractor

Executive Engineer (Civil)

## 12. Progress Reports

The contractor shall submit monthly progress report of the work in a computerized form. The progress report shall contain the following.

1. Schedule of the various components of the work
2. Progress chart of the various components of the work that are planned and achieved for the month as well as cumulative up to the month with reasons for deviations, if any, in a tabular 12.format.
3. Plant and machinery statement, indicating those deployed in the work, and their working status.
4. Man power statement, indicating the labour and staff employed in the work and the details of work carried out.
5. Financial statement, indicating the broad details of all the running account payments received up to date, such as gross value of work done. Advances taken, recoveries effected, amounts withheld, net payments, details of payments received, etc.
6. A statement showing the extra and substituted items submitted by the contractor and the payments received against them, items pending for sanctions / decisions by the Institute , broad details of the bank guarantees, indicating their validity period, board details of the insurance policies taken by the contractor, if any, advances received and adjusted from the department etc.
7. Progress photographs in colour of the various items / components of the work done up to date to indicate visually the actual progress of the work.
8. Quality assurance and quality control tts conducted during the month with results thereof.
9. Safety report.
10. Other details asked for by the engineer-in-charge.

## Proforma for Reports

### Physical Progress

Name of Item	Details of service calls recieved	Attended	Pending	Rating allotted for the work done
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### Financial Progress

Amount of work done during the month	Total amount of work done up to date	Anticipated amount of balance work
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### TOTAL MANHOURS WORKED DURING THE MONTH

SL.No	Description	Number	Man-hours worked	OT Performed	Total
1	Company Staff				
2	Subcontractor's Workmen (including security personnel)				
GRAND TOTAL OF MANHOURS WORKED DURING THE MONTH					

Total Man-hours worked since inception :  
Safe man hours from last reported :  
Lost time due to injury :

### Details of Reportable Lost Time Injury

S N	Name of Injured	Date of Acci dent	Re su me d dut y on	Man days lost			Clai m Statu s
				Up to last month (1)	This mon th (2)	Total  (1+2)	

Man days Lost during the month  
(Cumulative of 2)

Number of Dangerous Occurrences : \_\_\_\_\_

No of Near Miss Cases : \_\_\_\_\_

Routed through

Site In charge

Site Safety Co-ordinator /Time Keeper

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

The contractor has to submit the progress report to the Engineer-in-Charge in triplicate by 10<sup>th</sup> day of every month as per the above proforma along with photographs of the work done during that month. The contractor shall be charged @ Rs.5000 (Rupees five thousand only) in the event of non-receipt of monthly progress report on due date (i.e. on 10<sup>th</sup> of every month) in the manner prescribed above. In case 10<sup>th</sup> day happens to be a closed holiday then the progress report will be submitted on the next working day.

A videography of the work should be undertaken at various stages of work right from the day of start of work to date of completion / occupation covering all major events inspections etc. The videography shall be reviewed time to time by the Engineer in charge.

## 13.0 CPWD

### CLAUSES OF CONTRACT

#### CLAUSE 1

- i. The contractor shall submit an irrevocable performance guarantee of 5 % (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and / or without prejudice to any other provisions in the contract) within the period specified in schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-charge upto a maximum as specified in schedule 'F' on written request of contractor stating the reason for delays in procuring the performance guarantee, to the satisfaction of the Engineer-in-charge. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs.10,000/-) or Banker's Cheque of any scheduled bank / Demand Draft of any scheduled Bank
- ii. The performance guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of performance guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- iii. The Engineer-in-charge shall not make a claim under the performance guarantee except for amounts to which the Institute is entitled under the contract (not withstanding and / or without prejudice to any other provisions in the contract agreement). In the event of:
  - (a) Failure by the contractor to extend the validity of the Performance guarantee as described herein above, in which event the Engineer-in-charge may claim the full amount of the performance guarantee.
  - (b) Failure by the contractor to pay the Institute any amount due, either as agreed by the Contractor or determined under any of the clauses / conditions of the agreement, within 30 days of the service of the notice to this effect by Engineer-in-charge.

- iv. In the event of contract being determined or rescinded under provision of any of the Clause / Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Institute.

#### **CLAUSE 1 A**

The person/persons whose tender(s) may be accepted (herein after called the contractor) shall permit Institute at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5 % of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5 % of the tendered value of the work. Such deductions will be made and held by Institute by way of Security Deposit unless he/they has / have deposited the amount of Security at the rate mentioned above in cash.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from or from any sums which may be due to or may become due to the contractor by the Institute on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions.

The contractor shall within 10 days make good in cash any sum or sums which may have been deducted from his security deposit or any part thereof. The security deposit shall be collected from the running bill of the contractor at the rates mentioned above and the earnest money deposited at the time of tenders will be treated as a part of security deposit.

The Security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs 5 Lakhs subject to the condition that amount of such bank guarantee, except last one shall not be less than Rs 5 Lakhs.

#### **CLAUSE 2**

If the contractor fails to maintain the required progress in terms of clause 5 or fails to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Institute on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below by the authority specified in schedule 'F' (whose decision in writing shall be final and binding) may decided on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below the specified in clause 5 or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completions has been specified.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the tendered value of work or of the tendered value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Institute. In case, the contractor does not achieve a particular milestones mentioned in schedule 'F', or the re-scheduled milestone(s) in terms of clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestones, amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

#### **CLAUSE 2A**

NOT APPLICABLE TO THIS CONTRACT AND DELETED.

#### **CLAUSE 3**

Subject to other provisions contained in this clause, the Engineer-in-charge may, without prejudice to his any other rights remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine to contract in any of the following cases:

If the contractor having been given by the Engineer-in-charge a notice in writing to rectify, reconstruct or replace any defective work or that work is being performed in an inefficient or otherwise improper or un workman like manner shall omit to comply with the requirement of such notice for a period of 7 days thereafter.

If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-charge (which shall be final and binding) he will be unable

to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-charge.

If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completions and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-charge.

If the contractor persistently neglects to carry out his obligations under the contract and / or commits default complying with any of the terms and conditions of the contract and does not a remedy it or takes effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-charge.

If the contractor shall offer to give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.

If the contractor shall enter into a contract with the Institute in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer – in – Charge.

If the contractor shall obtain a contract with the Institute as a result of wrong tendering or other non-bonafide methods or competitive tendering.

If the contractor being an individual or if a firm any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency Act of the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit 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 executed by him for benefit of his creditors.

If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if the circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

If the contractor shall suffer an execution being levied on his good and allow it to be continued for a period of 21 days.

If the contractor assigns transfers, sublets (engagement of labour on piece – work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof with out the prior written approval of the Engineer – in – charge.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-charge on behalf of the Institute shall have powers.

To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and performance guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Institute.

After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part there of, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined or rescinded as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material or entered into any engagements or made any advance on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof actually performed under this contract unless and until the Engineer-in-charge has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.

### **CLAUSE 3 A**

In case, the work cannot be started due to reason not within the control of the contractor within 1/8<sup>th</sup> of the stipulated time for the completion of the work, either party may close the contract. In such an eventuality, the earnest money deposit and performance guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

#### **CLAUSE 4**

In any case in which any of the powers conferred upon Engineer-in-charge by clause 3 thereof, shall have become exercisable and the same are not exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensations shall remain unaffected. In the event of Engineer-in-charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take positions of (or at the sole discretion of the Engineer-in-charge which shall be final and binding on the contractor) use as on hire, (the amount of the hire money being also in the final determination of the Engineer-in-charge) all or any tools, plants, materials and stores in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work / or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of this not being applicable, at current market rates to be certified by the Engineer-in-charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor on his risk in all respects and certificate of the Engineer-in-charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

#### **CLAUSE 5**

The time allowed for execution of the works as specified in schedule 'F' or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the work shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid, Institute shall without prejudice to any other right to remedy available in law, be at the liberty to forfeit the earnest money & performance guarantee absolutely.

5.1 As soon as possible after the contract is concluded the contractor shall submit a time and progress chart for each mile stone and get it approved by the Engineer-in-charge. The chart shall be prepared in direct relation to the time slated in the contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-charge and the contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Schedule 'F'.

5.2 If the work(s) be delayed by :

Force majeure, such as abnormally bad weather, flood, cyclone or any other act of God or serious loss or damage by fire, or civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work or any other cause which, in the absolute discretion of the Engineer in charge is beyond the Contractor's control then upon the happening of any such event causing delay, the contractor shall immediately give notice

thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the works.

5.3 Request for rescheduling of milestones and extension of time, to be eligible for consideration, shall be made by the contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form. The contractor may also, if practicable, indicate in such a request the period for which extension is desired.

5.4 If any such case the Engineer in Charge may give a fair and reasonable extension of time and reschedule the mile stone for completion of work. Such extension shall be communicated to the contractor by the Engineer-in-charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-charge and this shall be binding on the contractor.

## **CLAUSE 6**

-Deleted –

## **CLAUSE 6A**

Engineer – in – charge shall, except as otherwise provided ascertain and determine measurement for the value of work done in accordance with the contract.

All measurements of all items having financial value shall be entered by the contractor complied in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the Institute so that a complete record is obtained of all the items of work performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer - in - charge or his authorized representative as per interval or program fixed in consultation with the Engineer – in – Charge or his authorized representative. After the necessary corrections made by the Engineer – in – charge the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer – in – charge for the dated signatures by the Engineer – in – charge and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked / test checked from the Engineer – in – charge and / or his authorized representative . The contractor will thereafter incorporate such changes as may be done during these checks / test checks in his draft computerized measurements and submit to the Institute a computerized measurement book duly bound, and with its pages machine numbered and a soft copy of the same. The Engineer – in – Charge and / or his authorized representative would thereafter check this MB and record the necessary certificates for their checks / test checks.

The final, fair, computerized measurement book given by the contractor duly bound with its page machine numbered and soft copy of the same should be 100% correct, and no cutting or over writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the

earlier MB cancelled by the Institute. There after the MB shall be taken in the Division Office records and allotted a number as per the Register of Computerized MBs . This should be done before the corresponding bill is submitted to the Estate Maintenance Department for payment. The contractor shall submit two separate copies of such computerized MB's for the purpose of reference and record by the various officers of the Engineering Unit.

The contractor shall also submit to the Engineering Unit separately his computerized Abstract of cost and the bill based on these measurements, duly bound and its pages machine numbered along with two spare copies of the 'bill'. Thereafter this bill will be processed by the Engineering Unit and allot a number as per computerized record in the same way as done for the measurement book meant for measurements.

The contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for checking of measurements / levels by the Engineer – in – Charge or his representative.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with procedure set forth in the specifications notwithstanding any provision in the relevant standard methods of measurements or any general or local custom. In the case of items which are not covered by specifications, measurement shall be taken in accordance with the relevant standard method of measurement issued by Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than 7 days notice to the Engineer-in-charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and / or test checking the measurement of any work in order that the same may be checked and / or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking measurement and / or test checking measurement and shall not cover up and place beyond reach of measurement of any work without consent in writing of the Engineer-in-charge or his authorized representative in-charge of the work who shall within the aforesaid period of 7 days inspect of the work, and if any work shall be covered up or placed beyond the reach of checking and / or test checking measurements without such notice having been given or the Engineer-in-charge's consent being obtained in writing the same shall be uncovered at the

contractor expenses or in default thereof no payment or allowance shall be made for such work or the material with which the same was executed

Engineer – in - charge or his authorized representative in may cause either themselves or through another officer of the department to check the measurements recorded by the contactor and all provisions stipulated herein above shall be applicable to such checking of measurement or levels.

It is also a term of this contract that checking and / or test checking the measurements of any item of work in the measurement book and / or it payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period

#### **CLAUSE 7**

No payment shall be made for work, estimated to cost Rs.25 Lakhs/- or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs.25 Lakhs/- the interim of running account bill shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Institute in triplicate on or before the date of every month fixed for the same by the Engineer-in-charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment / adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in schedule 'F' in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-charge shall arrange to have the bill verified by the taking or causing to be taken, where necessary, the requisite measurement of the work. In the event of the failure of the contractor to submit the bills Engineer-in-charge shall prepare or cause to be prepared such bills in which the events no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-charge certifying the sum to which the contractor is considered entitled by way of interim payment of such rates as decided by the Engineer-in-charge. The amount admissible shall be paid within 21 working days after day of presentation of the bill by the contractor to the Engineer-in-charge

All such interim payments shall be recorded as payment of advance against final payment only and shall not preclude the requirement of bad, unsound and

imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-charge relating to the work done or materials delivered forming part of such payments, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is / are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not be in any respect conclude, determine, or affect in any way powers of Engineer-in-charge under the contract or any of such payments be treated as final settlement and adjustments of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the Institute to take action under the terms of this contract for delay in completion of the work, if the extension of date of completion is not granted by the competent authority.

The Engineer-in-charge in his sole discretion on the basis of a certificate from his Site Engineer to the effect that work has been completed up to the level in question make interim advance payments without detailed measurement for work done (other than foundation, item, to be covered under finishing items) upto lintel level (including sunshade etc) and slab level for each floor working out at 75 % of the assessed value. The advance payment so allowed shall be adjusted in the subsequent interim bill by taking detailed measurement thereof.

#### **CLAUSE 8**

Within 10 days of the completion of the work the contractor shall give notice of such completion to the Engineer-in-charge and within 30 days of the receipt of such notice the Engineer-in-charge shall inspect the work and if there is no defect in the work shall furnish the contractor a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the Contractor and / or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of the completion shall be issued, nor shall the work be considered to be completed until the contractor shall have removed from the permission on which the work shall be executed all scaffolding, surplus materials, rubbish, all huts and sanitary arrangements required his / their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and clean of the dirt from all wood work, doors, windows, walls, floor, other part of the buildings, in, upon, or above which the work

is to be executed or which he may have had positions for the purpose of the execution thereof, and not until the work shall have been measured by the Engineer-in-charge. If the contractor shall fail to comply with the requirement of this clause as to removal of scaffoldings, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning of dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffoldings, surplus materials and rubbish etc. and dispose of the same as he thinks fit and clean of such dirt as aforesaid and the contractor shall have no claim in respect of scaffolding surplus materials as aforesaid except for any some actually realized by the sale thereof.

#### **CLAUSE 8A**

When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, shall be removed and the surface cleaned simultaneously with the completion of these item of work in the individual rooms, quarters or premises etc. where the work is done: without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either by the Institute or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days notice in writing to the contractor.

#### **CLAUSE 8 B**

The contractor shall submit completion plan as required vide general specification for electrical works (Part I – Internal) 2005 and (Part II – External) 1994 as applicable within 30 days of the completion of the work.

In case the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5 % of the value of the work subject to a ceiling of Rs.50,000/- (Rupees fifty thousand only) as may be fixed by the Executive Engineer (Civil) concerned and in this respect the decision of the Executive Engineer (Civil) shall be final and binding on the contractor.

## **CLAUSE 9**

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-charge whichever is earlier. No further claim shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of this bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-charge, will, as far as possible be made within the period specified herein under, the period being reckoned from the date of receipt of the bill by the Engineer-in-charge or his authorized Assistant Executive Engineer, complete with account of materials issued by the Department and dismantled materials.

- i. if the tendered value of work is upto Rs.15 Lakhs : 3 months.
- ii. if the tendered value of work exceeds Rs.15 Lakhs : 6 months.

### **CLAUSE 9 A**

Payments due to the contractor be made to his bank registered financial co-operative or thrift societies or recognized financial institutions instead of direct to him. The contractor has to furnish the Engineer-in-charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank. Registered, Financial, Co-operative or Thrift Societies or recognized financial institutions to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by Institute or his signature on the bill or other claim performed against Institute before settlement by the Engineer-in-charge of the account of claim by payment to the Bank, registered, financial, co-operative or thrift society, recognized financial institutions. While the receipt given by such banks, registered, financial, co-operative or thrift societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment the contractor shall whenever possible present his bills duly receipted and discharged through his bank, registered financial, co-operative or thrift society, recognized financial institutions.

Nothing herein contained shall operate to create in favour of the bank; registered financial co-operative or thrift society, recognized financial institutions any rights or equities vis-à-vis the Institute.

## **CLAUSE 10**

-Deleted-

### **CLAUSE 10 A**

The contractor shall at his own expense, provide materials, required for the works.

The contractor shall, at his own expense and without delay, supply to the Engineer-in-charge samples of materials to be used on the work and shall get his approval in advance. All such materials to be provided by the contractor shall be in conformity with specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-charge furnish proof, to the satisfaction of the Engineer-in-charge that the materials so comply. The Engineer-in-charge shall within 30 days of supply of samples or within such further period as he may require intimate to the contractor in writing whether samples are approved by him or not. If samples or not approved the contractor shall forthwith arrange to supply to the Engineer-in-charge for his approval fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with the specifications, approval of the Engineer-in-charge shall be issued after the test results are received.

The contractor shall at his risk and cost submit the sample of materials to be tested or analysed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests are analysis have been made and materials finally accepted by the Engineer-in-charge. The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his risk and cost make all arrangements and shall provide all facilities as the Engineer-in-charge may required for collecting and preparing the required number of samples for each tests at such time and to such place or places as may be directed by the Engineer-in-charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-charge or his authorized representatives shall at all times have access to the work and to all workshop and places where work is being prepared or from their materials, manufactured articles or machinery are being obtained for the work and the contractor shall afford every facility and every assistance in obtaining the rights to the such access.

The Engineer-in-charge shall have full powers to require the removal from premises of all materials which in this opinion or not in accordance with the specifications and in case of default, the Engineer-in-charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for a loss or damage that may happen or arise to such materials the Engineer-in-charge shall also have full powers require other proper materials to be substituted thereof and in case of default, the Engineer-in-charge may cause the same to be supplied and all cost which may attend such removal and substitutions shall be borne by the contractor.

The contractor shall at his own expense provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with testing equipments as specified in schedule – 'F'.

**CLAUSE 10 B -This Clause is not applicable to this contract**

The contractor, on signing an indenture in the form to be specified by the Engineer-in-charge, shall be entitled to be paid during the progress of the execution of the work upto 90 % of the work assessed value of any materials which are in the opinion of the Engineer-in-charge non-perishable, non-fragile and noncombustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and / or protected against damage by weather or other causes but which have not at the time of advance, been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered / deducted from the next payment made under any of the clause or clauses of this contract.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer-in-charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol diesel etc.

Mobilization advance not exceeding 10 % of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. In such a case, the contractor shall furnish a Bank Guarantee Bond from

a Scheduled Nationalized Bank as Specified by the Engineer-in-charge for the full amount of mobilization advance before such advance is released. Such advance shall be in two or more installments to be determined by the Engineer-in-charge at his sole discretion. The first installment of such advance shall be released by the Engineer-in-charge to the contractor on a request made by the contractor to the Engineer-in-charge in this behalf. The second and subsequent installments shall be released by the Engineer-in-charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-charge.

Provided always that the provision of clause 10B (ii) shall be applicable only when so provided in 'Schedule F'.

An advance for plant, machinery & shuttering material required for the work and brought to site by the contractor may be given, if requested by the contractor in writing, within one month of bringing such plant and machinery to site. Such advance shall be given on such plant and machinery, which in the opinion of the Engineer-in-charge will add to the expeditious execution of work and improve the quality of work. The amount of advance shall be restricted to 5 % (five percent) of the tender value. In the case of new plant and equipment to be purchased for the work, the advance shall be restricted to 90 % of the price of such new plant and equipment paid by the contractor for which the contractor shall produce evidence satisfactory to the Engineer-in-charge. In the case of second hand and used plants and equipment, the amount of such advance shall be limited to 50 % of the depreciated value of plant and equipment as may be decided by the Engineer-in-charge. The contractor shall, if so required by the Engineer-in-charge submit the statement of value of such old plant and equipment duly approved by a Registered Value recognized by the Central Board of Direct Taxes under the Income-Tax Act, 1961. No such advance shall be paid on any plant and equipment of perishable nature and on any plant and equipment of a value less than Rs.50,000/- seventy five per cent of such amount of advance shall be paid after the plant & equipment is brought to site and balance twenty five percent on successfully commissioning the same.

Leasing of equipment shall be considered at par with purchase of equipment and shall be covered by tripartite agreement with the following:

Leasing company, which gives certificate of agreeing to lease equipment to the contractor.

Engineer-in-charge and the contractor.

This advance shall further be subject to the condition that such plant and equipment (a) are considered by the Engineer-in-charge to be necessary for the works; (b) and are in and are maintained in working order; (c) hypothecated to the Institute as specified by the Engineer-in-charge before the payment of advance is released. The contractor shall not be permitted to remove from the site such hypothecated plant and equipment without the prior written permission of the Engineer-in-charge. The contractor shall be responsible for maintaining such plant and equipment in good working order during the entire period of hypothecation failing which such advance shall be entirely recovered in lump sum. For this purpose, steel scaffolding and form work shall be treated as plant and equipment.

The contractor shall insure the plant and machinery for which mobilization advance is sought and given, for a sum sufficient to provide for their replacement at site. Any amounts not recovered from the insurer will be borne by the contractor.

The mobilization advance and plant and machinery advance in (ii) & (iii) above bear simple interest at the rate of 10 percent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced and interest shall be made by the deductions from the contractors bills commencing after first 10% of the Gross value of the work is executed and paid, on prorata percentage basis to the Gross value of the work build beyond 10% in such a way that the entire advance is recovered by the time 80% of the Gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment.

If the circumstances are considered reasonable by the Engineer-in-charge, the period mentioned in (ii) and (iii) for request by the contractor in writing for grant of mobilization advance and plant and equipment advance may be extended at the discretion of the Engineer-in-charge.

The said bank guarantee for advances shall initially be made for the full amount and valid for the contract period, and be kept renewed from time to time to cover the balance amount and likely period of complete recovery together with interest.

**CLAUSE 10 C – This Clause is not applicable to this contract**

If after submission of the tender, the price of any material incorporated in the works(excluding the materials covered under Clause 10CA and not being a material supplied the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied and provided further that any such increase shall be limited to the price/wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less. If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty), Institute shall in respect of materials incorporated in the works (excluding the materials covered under Clause 10CA and not being material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 hereof) and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.

Engineer-in-Charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages. The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and/or wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this

condition together with all information relating thereto which he may be in position to supply.

For this purpose, the labour component of the work executed during period under consideration shall be the percentage as specified in Schedule F, of the value of work done during that period and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled adult male mazdoor, fixed under any law, statutory rule or order.

**Clause 10 CA – This Clause is not applicable to this contract**

If after submission of the tender, the price of materials specified in Schedule F increases/ decreases beyond the price(s) prevailing at the time of the last stipulated date for receipt of tenders (including extensions, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such variations shall be effected for stipulated period of Contract including the justified period extended under the provisions of Clause 5 of the Contract without any action under Clause 2.

However for work done/during the justified period extended as above, it will be limited to indices prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less.

The increase/decrease in prices of cement, steel reinforcement and shall be determined by the Price indices issued by the Director General (Works), CPWD. Base price for cement, steel reinforcement and shall be as issued under the authority of Director General (Works) CPWD as valid on the last stipulated date of receipt of tender, including extension if any and for the period under consideration. In case, price index of a particular material is not issued by Ministry of Commerce and Industry, then the price index of nearest similar material as indicated in Schedule 'F' shall be followed.

The amount of the contract shall accordingly be varied for all such materials and will be worked out as per the following formula given below :

a) Adjustment for component of '**Grey Cement**'

$$V = P \times Q \times \frac{CI - CI_0}{CI_0}$$

Where,

V = Variation in material cost i.e. increase or decrease in the amount in Rupees to be paid or recovered.

P = Base Price of materials as issued under authority of DG (W), CPWD valid at the time of the last stipulated date of receipt of tender including extensions, if any.

Q = Quantity of materials used in the works since previous bill.

$CI_0$  = Price index for cement (Grey Cement) as issued by the DG(W), CPWD as valid on the last stipulated date of receipt of tenders including extensions, if any.

$CI$  = Price index for cement (Grey cement) as issued under the authority of DG(W), CPWD for period under consideration.

(In respect of the justified period extended under the provisions of clause 5 of the contract with out any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration whichever is less shall be considered)

b) Adjustment for component of '**Steel, Long**'

$$Vs = Ps \times Q_s \times \frac{SI - SI_0}{SI_0}$$

Where,

$Vs$  = Variation in cost of steel reinforcement bars i.e. increase or decrease in the amount in rupees to be paid or recovered.

$Ps$  = Base Price of steel reinforcement bars, as issued under authority of DG (W), CPWD at the time of the last stipulated date of receipt of tender including extensions, if any.

$Qs$  = Quantity of steel paid either by way of secured advance or used in the works since previous bill. (Whichever is earlier)

$SI_0$  = Price index for steel reinforcement bars (Steel, Long) as issued by the DG(W), CPWD as valid on the last stipulated date of receipt of tenders including extensions, if any.

$SI$  = Price index for steel reinforcement bars (Steel, Long) as issued under the authority of DG(W), CPWD for period under consideration.

Note: (i) In respect of the justified period extended under the provisions of clause 5 of the contract with out any action under clause 2, the index prevailing at the

time of stipulated date of completion or the prevailing index of the period under consideration whichever is less shall be considered).

(ii) If during progress of work or at the time of completion of work, it is noticed that any material brought at site is in excess of requirement, then amount of escalation if paid earlier on such excess quantity of material shall be recovered on the basis of cost indices as applied at the time of payment of escalation or as prevailing at the time of effecting recovery, whichever is higher.

Provided always that provisions of the preceding Clause 10 C shall not be applicable in respect of materials covered in this clause.

**CLAUSE 10 CC -This Clause is not applicable to this contract**

If the prices of materials (not being materials supplied or services rendered at fixed prices by the department in accordance with clause 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. However, for the work done during the justified period extended as above, the compensation as detailed below will be limited to prices/wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less. No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in Schedule F. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:-

(i) The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any.

The cost of work on which escalation will be payable shall be reckoned as below :

- (a) Gross value of work done up to this quarter : (A)
- (b) Gross value of work done up to the last quarter : (B)
- (c) Gross value of work done since previous quarter (A-B) (C)
- (d) Full assessed value of Secured Advance (excluding materials Covered under Clause 10 CA) fresh paid in this quarter : (D)

(e) Full assessed value of Secured Advance (excluding materials Covered under Clause 10 CA) recovered in this quarter : (E)

(f) Full assessed value of Secured Advance for which escalation Payable in this quarter (D-E): (F)

(g) Advance payment made during this quarter: (G)

(h) Advance payment recovered during this quarter: (H)

(i) Advance payment for which escalation is payable in this Quarter: (I)

(j) Extra items/deviated quantities of items paid as per Clause 12 Based on prevailing market rates during this quarter: (J)

Then,  $M = C+F+I-J$

$N = 0.85 M$

(k) Less cost of material supplied by the department as per Clause 10 and recovered during the quarter (K)

(l) Less cost of services rendered at fixed charges as per Clause 34 and recovered during the quarter (L)

Cost of work for which escalation is applicable:

$W = N - (K + L)$

(iii) Components for materials (except cement, reinforcement bars, structural steel or other materials covered under clause 10 CA) labour, P.O.L., etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule 'F'. The decision of the Engineer-in-Charge in working out such percentage shall be binding on the contractors.

(iv) The compensation for escalation for other materials (excluding cement, reinforcement bars, structural steel or other materials covered under clause 10 CA) and P.O.L. shall be worked as per the formula given below:-

(a) Adjustment for civil component (except cement, structural steel, reinforcement bars and other materials covered under clause 10CA) / electrical component of construction 'Materials'

$X_m MI-MIo$

$V_m = W \times \frac{MI-MIo}{100 MIo} \times \dots$

100 MIo

$V_m =$  Variation in material cost i.e. increase or decrease in the amount in rupees to be paid

or recovered.

W = Cost of Work done worked out as indicated in sub-para (ii) of Clause 10CC.

Xm = Component of 'materials' (except cement, structural steel, reinforcement bars and other materials covered under clause 10CA) expressed as percent of the total value of work.

MI = All India Wholesale Price Index for civil component/electrical component\* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/ Group Items for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group Items. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.)

Mlo = All India Wholesale Price Index for civil component/electrical component\* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/Group Items valid on the last stipulated date of receipt of tender including extension, if any, as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group items.

\*Note: relevant component only will be applicable.

(b) Adjustment for component of 'POL'

Z FI-Flo

$$V_f = W \times \frac{Z}{100} \times \frac{FI - F_{lo}}{F_{lo}}$$

100 Flo

Vf = Variation in cost of Fuel, Oil & Lubricant i.e. increase or decrease in the amount in rupees to be paid or recovered.

W = Cost of Work done worked out as indicated in sub-para (ii) of Clause 10CC.

Z = Component of Fuel, Oil & Lubricant expressed as percent of the total value of work.

FI = All India Wholesale Price Index for Fuel, Oil & Lubricant for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce, New Delhi. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.)

Flo = All India Wholesale Price Index for Fuel, Oil & Lubricant valid on the last

stipulated date of receipt of tender including extension, if any.

(v) The following principles shall be followed while working out the indices mentioned in para (iv) above.

(a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The first such payment shall be made at the end of three months after the month (excluding the month in which tender was accepted) and thereafter at three months' interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.

(b) The index (MI/FI etc.) relevant to any quarter/period for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to date of completion after the quarter covered by the last such installment of payment, is less than three months, the index MI and FI shall be the average of the indices for the months falling within that period.

(vi) The compensation for escalation for labour shall be worked out as per the formula given below:-

Y LI-Llo

VL = W x ----- x -----

100 Llo

VL : Variation in labour cost i.e. amount of increase or decrease in rupees to be paid or recovered.

W : Value of work done, worked out as indicated in sub-para (ii) above.

Y : Component of labour expressed as a percentage of the total value of the work.

LI : Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to stipulated date of Completion or the minimum wage prevailing on the last date of the quarter previous to the one under consideration, whichever is less, shall be considered.)

Llo : Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.

(vii) The following principles will be followed while working out the compensation as per sub-para (vi) above.

(a) The minimum wage of an unskilled male mazdoor mentioned in sub-para (vi) above shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.

(b) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials and/or P.O.L. is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters;

(c) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled adult male mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.

(viii) In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this Clause 10CC shall mutatis mutandis apply, provided that:

(a) no such adjustment for the decrease in the price of materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of the work is equal to or less than the time as specified in Schedule 'F'.

(b) the Engineer-in-Charge shall otherwise be entitled to lay down the procedure by which the provision of this sub-clause shall be implemented from time to time and the decision of the Engineer-in-Charge in this behalf shall be final and binding on the contractor.

#### **CLAUSE 10 D**

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Institute's property and such materials shall be disposed off to the best advantage of Institute according to the instructions in writing issued by the Engineer-in-charge.

## **CLAUSE 11**

The contractor shall execute the whole and every part of the work in the most substantial and work manlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specification of Central Public Works Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, schedule of rates or any other printed publication referred to elsewhere in the contract.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervisions of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

## **CLAUSE 12**

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

12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows :

- i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.
- ii) 25 % of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-charge.

12.2 In the case of extra item(s) the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Engineer-in-charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

In the case of substituted items, the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the aforesaid para.

In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para

If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted)

so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in schedule 'F', the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities the Engineer-in-charge shall within one month of receipt of the claim supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates to be determined.

12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule 'F', and the Engineer-in-charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

12.4 The contractor shall send to the Engineer-in-charge once every three months an upto date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Executive Engineer (Civil) may authorize consideration of such claims on merits.

12.5 For the purpose of operation of Schedule 'F', the following works shall be treated as works relating to foundation unless & otherwise defined in the contract.

- (i) For Buildings : All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower.

- (ii) For abutments, piers and well staining : All works up to 1.2 m above the bed level.
- (iii) For retaining walls, wing walls, compound walls, chimneys, over head reservoirs/tanks and other elevated structures : All works up to 1.2 metres above the ground level.
- (iv) For reservoirs/tanks (other than overhead reservoirs/tanks) : All works up to 1.2 metres above the ground level.
- (v) For basement: All works up to 1.2 m above ground level or up to floor 1 level whichever is lower.
- (vi) For Roads, all items of excavation and filling including treatment of sub base.

12.6 Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

### **CLAUSE 13**

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

The contractor shall be paid at contract rates full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure:

Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.

Institute shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, Institute shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Institute, cost of such materials as detailed by Engineer-in-charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

If any materials supplied by Institute are rendered surplus, the same except normal wastage shall be returned by the contractor to Institute at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to Institute stores, if so required by Institute, shall be paid.

Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable. Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

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

The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2 % of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the Institute as per item (ii) above. Provided always that against any payments due to the contractor this account or otherwise the Engineer-in-charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Institute from the contractor under the terms of the contract.

## **CLAUSE 14**

If contractor:

- i. At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or.
- ii. Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or

Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Institute, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:

(a) Take possession of the site and any materials, constructional plant, implements, stores,

etc., thereon; and/or

(b) Carry out the part work / part incomplete work of any item(s) by any means at the risk

and cost of the contractor

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Institute because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of

contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Institute are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by Institute in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Institute as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Institute in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days. If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

## **CLAUSE 15**

The contractor shall, on receipt of the order in writing of the Engineer-in-charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons :

on account of any default on the part of the contractor or; for proper execution of the works or part thereof for reasons other than the default of the contractor; or for safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-charge.

If the suspension is ordered for reasons (b) and (c) in sub-para (i) above; the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25 % for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and ; If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-charge may consider reasonable in respect of salaries and / or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2 % to cover indirect expenses of the contractor. Provided the contractor submits his claim supported by details to the Engineer-in-charge within fifteen days of the expiry of the period of 30 days.

If the works or part thereof is suspended on the orders of the Engineer-in-charge for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-charge requiring permission within fifteen days from receipt by the Engineer-in-charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Institute or where it affects whole of the works, as an abandonment of the works by Institute shall with in 10days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-charge. In the event of the contractor treating the suspension as an abandonment of the contract by Institute, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-charge may consider reasonable, in respect of salaries and / or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2 % to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-charge within 30 days of the expiry of the period of 3 months.

Provided, further, that the contractor shall not be entitled to claim any compensation from Institute for the loss suffered by him on account of delay by Institute in the supply of materials in schedule 'B' where such delay is covered by difficulties relating to the supply of wagons, force majeure including non-allotment of such materials by controlling authorities, acts of God, acts of enemies of the state / country or any reasonable cause beyond the control of the Institute.

#### **CLAUSE 16**

All works under or in course of execution or executed in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the Engineer-in-charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance unit of the Institute or any organization engaged by the Institute for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and all at other time at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer-in-charge or his authorized subordinates in-charge of the work or officers of the organization engaged by the Institute for quality assurance to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made with in twelve months (six months in case of work costing Rs. 10 Lac and below except road work) of the completion of the work from the Engineer-in-charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer-in-charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and / or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

**CLAUSE 17**

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grass land, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Rupees Ten lacks and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-charge as cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rupees Ten lakhs and below except road work) after the issue of the certificate final or otherwise of completion of work or till the final bill has been prepared and passed whichever is later. Provided that in case of road work, in the opinion of the Engineer in charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

In case of Maintenance and Operation works of E & M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.

#### **CLAUSE 18**

The contractor shall provide at his own cost all materials (except such special materials if any as may in accordance with the contract be supplied from the Engineer – in – Charge stores), machinery, tools & Plants as specified in schedule 'F'. In addition to this appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

#### **CLAUSE 18 A**

In every case in which by virtue of the provision sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, Institute is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Institute will recover from the contractor, the amount of the compensation so paid; and without prejudice to the rights of the Institute under sub-section (2) of section 12, of the said Act, Institute shall be at liberty to recover such amount or any part there by deducting it from the security deposit or from any sum due by Institute to the contractor whether under this contract or otherwise. Institute shall not be bound to contest any claim made against it under sub-section (1) Section 12, of the said Act, except on the written request of the contractor and upon his giving to Institute full security for all costs for which Institute might become liable in consequence of contesting such claim.

#### **CLAUSE 18 B**

In every case in which by virtue of the provisions Contract Labour (Regulation and Abolition) Act 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Institute is obliged to pay any amount of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under clause 19H or under the C.P.W.D. contractors, labour regulations, or under the rules framed by Government of India from time to time for the protection of health and sanitary arrangements for workers employed by contractors, Institute will recover from the contractor, the amount of wages so paid or the amount of expenditure so uncured; and without prejudice to the rights of the Institute under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract labour (Regulation and Abolition) Act, 1970, Institute shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Institute to the contractor whether under this contract or otherwise Institute shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of section 21, of the said Act, except on the written request of the contractor and upon his giving to the Institute full security for all costs for which Institute might become liable in contesting such claim.

#### **CLAUSE 19**

The contractor shall obtain a valid license under the Contract Labour (R&A) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provision of the building and other construction workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

#### **CLAUSE 19A**

No labour below the age of eighteen years shall be employed on the work.

## **CLAUSE 19B**

### **Payment of Wages:**

The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

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

In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government of India from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract labour (Regulation and Abolition) Central Rules 1971, wherever applicable.

- a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the regulations.
- b) Under the provision of Minimum wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labors and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-charge concerned.

The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.

The Contractor shall indemnify and keep indemnified institute against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's labour Regulations without prejudice to this right to claim indemnity from his sub-contractors.

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

Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workman directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

#### **CLAUSE 19 C**

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per C.P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

#### **CLAUSE 19 D**

The Contractor shall submit by the 4<sup>th</sup> and 19<sup>th</sup> of every month, to the Engineer-in-charge a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively.

The number of labourers employed by him on the work,

Their working hours,

The wages paid to them,

The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and

The number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to Institute, a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the Engineer-in-charge shall be final in deducting from any bill due to the contractor; the amount levied as fine and be binding on the contractor.

#### **CLAUSE 19 E**

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government of India/Institute from time to time for the protection of health and sanitary arrangements for workers employed by the Institute and its contractors.

#### **CLAUSE 19 F**

Leave and pay during leave shall be regulated as follows :-

Leave :

- (i) In the case of delivery – maternity leave not exceeding 8 weeks, 4 weeks upto and including the day of delivery and 4 weeks following that day,
- (ii) In the case of miscarriage – upto 3 weeks from the date of miscarriage.

Pay :

In the case of delivery – leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.

In the case of miscarriage – leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

Conditions for the grant of maternity Leave.

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.

The contractor shall maintain a register of Maternity (Benefit) in the prescribed Form as shown in annexure – I and II, and the same shall be kept at the place of work.

## **CLAUSE 19 G**

In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above regulations and Rules which is materially incorrect, he / they shall, without prejudice to any other liability, pay to the Institute a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractors defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-charge shall be final and binding on the parties.

Should it appear to the Engineer-in-charge that the contractor(s) is / are not properly observing and complying with the provisions of the C.P.W.D. Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as 'the said Rules') the Engineer-in-charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and / observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-charge shall have the power to provide the amenities herein before mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his / their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstruct such huts and sanitary arrangements according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

## **CLAUSE 19 H**

Deleted

#### **CLAUSE 19 I**

The Engineer-in-charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.

#### **CLAUSE 19 J**

It shall be the responsibility of the contractor to see that the building under construction is not occupied by any body unauthorized during construction, and is handed over to the Engineer-in-charge with vacant possession of complete building, If such building through completed is occupied illegally, then the Engineer-in-charge shall have the option to refuse to accept the said building / buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay a levy upto 5% of tendered value of work may be imposed by the Engineer-in-charge whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

However, the Engineer-in-charge, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

#### **CLAUSE 19K**

The contractor shall, at all stages of work, deploy skilled / semi skilled tradesmen who are qualified and possess certificate in particular trade from CPWD training institute / Industrial Training Institute / national Institute of Construction Management and Research (NICMAR) / National Academy of Construction / CIDC or any similar reputed and recognized institute managed / certified by State / Central Government. The number of such qualified tradesmen shall not be less than 20 % of total skilled / semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized institute to Engineer – in – charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade the contractor shall substitute such tradesmen within two days of written notice from Engineer in charge. Failure on the part of the contractor to obtain approval of Engineer – in – charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of RS 100 per such tradesman per day. Decision of the Engineer – in – charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding. Provided always, the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs 5 crores

**CLAUSE 20**

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.

**CLAUSE 21**

The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the Institute shall have power to adopt the course specified in Clause 3 hereof in the interest of Institute and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

**CLAUSE 22**

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Institute without reference to the actuals, loss or damage sustained and whether or not any damage shall have been sustained.

**CLAUSE 23**

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

**CLAUSE 24**

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

## **CLAUSE 25**

### **Settlement of Disputes & Arbitration**

Except where otherwise provided in the contract all question and disputes relating to the meaning of the specifications, designs, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders of these conditions or otherwise concerning the works or the execution or failure to executes the same whether arising during the progress of work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned herein after.

If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-charge or any matter in connection with or arising out of the Contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Executive Engineer (Civil) in writing for written instruction or decision. Thereupon, the Executive Engineer (Civil) shall give his written instructions or decisions within a period of one month from the receipt of the contractor's letter.

If the Executive Engineer (Civil) fails to give his instructions or decisions in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Executive Engineer (Civil), the contractor may, within 15 days of the receipt of Executive Engineer (Civil)'s decision appeal to the Dean(P&D) who shall afford an opportunity to the contractor to be heard, if the matter so desires and to offer evidence in support of his appeal. The Dean(P&D) shall give his decision within 30 days of receipt of contractor's appeal.

If the contractor is dissatisfied with the decision of the the Dean(P&D) ,he may within a period of 15 days of the receipt of the Dean(P&D)'s decision appeal to the Director,NITT who shall afford an opportunity to the contractor to be heard, if the matter so desires and to offer evidence in support of his appeal. The Director, NITT shall give his decision within 30 days of receipt of contractor's appeal.

If the contractor is dissatisfied with the decision of the Director NITT, he shall within 30 days of the receipt of the decision shall give notice to the Director, NITT for appointment of an arbitrator to adjudicate his claims, failing which the said decision of the Director, NITT shall be final and binding on the contractor.

Except where the decision has become final, binding and conclusive in terms of Sub para (iii) above, disputes or difference shall be referred for adjudication through a sole arbitrator appointed by the Director, NITT. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his

office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Director, NITT of the appeal.

It is also a term of this contract that no person other than a person appointed by such Director, NITT, as aforesaid should act as arbitrator.

It is also a term of this Contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and NITT shall be discharged and released of all liabilities under the Contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also term of this Contract that the arbitrator shall adjudicate on only such disputed as are referred to him by the Director, NITT and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds **Rs.1,00,000/-** the arbitrator shall give reasons for the award.

It is also a term of the Contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the Contract that the arbitrator shall be deemed to have entered on the reference on the date of issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

**CLAUSE 26**

The contractor shall fully indemnify and keep indemnified the Institute against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against Institute in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the Institute if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge this behalf.

**CLAUSE 27**

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**CLAUSE 28**

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturer's specifications, if not available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

**CLAUSE 29**

i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the Institute shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the Institute shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been; taken from the contractor, the Engineer-in-Charge or the Institute shall be entitled to withhold and have a lien to retain to the extent of such claimed amount / or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the Institute or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or Institute will be kept withheld or retained as such by the Engineer-in-Charge or Institute till the claim arising out of or under the contract is determined by the arbitrator (if the contractor is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the Institute shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company as the case may be, whether in his individual capacity or otherwise.

ii) Institute shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Institute to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Institute to the contractor, without any interest thereon whatsoever.

Provided that the Institute shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Executive Engineer (Civil) on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Executive Engineer (Civil).

#### **CLAUSE 29A**

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the Institute or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or Institute or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the Institute or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the Institute will be kept withheld or retained as such by the Engineer-in-Charge or the Institute or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

**CLAUSE 30**

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**CLAUSE 31**

The contractor(s) shall make his / their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.

- i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-charge.
- ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in- Charge, unsatisfactory.
- iii) No bore wells / open wells shall be constructed inside the IITM Campus for drawl of water.

**CLAUSE 31 A**

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**CLAUSE 32**

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**CLAUSE 33**

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**CLAUSE 34**

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**CLAUSE 35**

The contractor undertakes to make arrangement for the supervision of the work by the firm supplying the bitumen used. The contractor shall collect the total quantity of bitumen required for the work as per standard formula, before the work is started and shall hypothecate it to the Engineer-in-Charge. If any bitumen remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specifications and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the material returned to the contractors. Although the materials are hypothecated to Institute, the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in-Charge in writing.

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

**CLAUSE 36**

Contractors Superintendence, Supervision, Technical Staff & Employees

The contractor shall provide all necessary superintendence during execution of the work and as along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work, minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and incase of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the

tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative shall be appointed by the contractor soon after receipt of the approval from Engineer-in-Charge and shall be available at site before start of work.

If the contractor (or any partner in case of firm/company) who himself has such qualifications, it will not be necessary for the said contractor to appoint such a principal technical representative but the contractor shall designate and appoint a responsible agent to represent him and to be present at the work whenever the contractor is not in a position to be so present. All the provisions applicable to the principal technical representative under the clause will also be applicable in such a case to contractor or his responsible agent. The principal technical representative and/or the contractor shall on receiving reasonable notice from the Engineer-in-Charge or his designated representative(s) in charge of the work in writing or in person or otherwise, present himself to the Engineer-in-Charge and/or at the site of work, as required, to take instructions. Instructions given to the principal technical representative of the responsible agent shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and/or the contractor or his responsible authorized agent shall be actually available at site especially during important stages of execution of work, during recording of measurement of works and whenever so required by the Engineer-in-Charge by a notice as aforesaid and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative in the site order book and shall affix his signature in token of noting down the instructions and in token of acceptance of measurements.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is / are effectively appointed or is / are effectively attending or fulfilling the provision of this clause, a recovery (nonrefundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded checked / test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint a suitable technical representative and / or other technical representative(s) and if such appointed persons are not effectively present are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is / are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) along with every on account bill/final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

### **CLAUSE 37**

Clause 37 "Levy / Taxes Payable by Contractor"

- i) Sales tax ,VAT, Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable only by the Contractor and NITT shall not entertain any claim whatsoever in this respect. However in respect of Goods and Service Tax , same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by NITT after satisfying that it has been actually and genuinely paid by the contractor.

If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Institute and does not any time become payable by the contractor to the State Government / Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Institute and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

### **CLAUSE 38**

- i) All tendered rates shall be inclusive of all taxes and levies (Except Service tax) payable under respective statutes. However. If any further tax or cess is imposed by Statute ,after the last stipulated date for the receipt of tender including extentions if any and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid. provided such payments, if any, is not, in the opinion of the Engineer-in-charge (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

- ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of the Institute and/or the Engineer-in-Charge and further shall furnish such other information/document as the Engineer-in-Charge may require from time to time.
- iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or excess, , give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

#### **CLAUSE 39**

Without prejudice to any of the rights or remedies under this contract if the contractor dies, the Engineer-in-charge on behalf of the Institute shall have the option of terminating the contract without compensation to the contractor.

#### **CLAUSE 40**

The contractor shall not be permitted to tender for works in the Institute (responsible for award and execution of contracts) in which his near relative is posted as Assistant Registrar( Engineering unit, IITM) or as an officer in any capacity between the grades of the Executive Engineer (Civil) and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Official in the Institute. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of the Institute. If however the contractor is registered in any other department, he shall be debarred from tendering in Institute for any breach of this condition

NOTE: By the term "near relatives" is meant wife, husband, parents and grand parents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

#### **CLAUSE 41**

No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering department of the Government of India shall work as a contractor or employee of a contractor for a period of one year after his retirement from government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

**CLAUSE 42**

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**CLAUSE 43**

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Executive Engineer (Civil) concerned. The contractor shall be paid for the damages/destruction suffered and for the restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract. Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Engineer-in-charge.

**CLAUSE 44**

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Executive Engineer (Civil) may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

## **CLAUSE 45**

Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour officer under intimation to the Engineer-in-charge. The Engineer-in-charge on receipt of the communication shall write to the Labour officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending on record till after 3 months after completion of the work and/or no communication is received from the Labour officer to this effect till six months after the date of completion it will be deemed to have received the clearance certificate and the security deposit will be released if otherwise due.

#### **14.0 C.P.W.D. SAFETY CODE**

Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and If the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical.)

Scaffolding of staging more than 3.6 mt. (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.

Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm.(3ft.)

Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11 1/2") for ladder upto and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least 1/4" for each additional 30 cm/1 foot of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any

damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

Excavation and Trenching - All trenches of 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

Demolition - Before any demolition work is commenced and also during the progress of the work,

All roads and open areas adjacent to the work site shall either be closed or suitably protected

No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.

All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned:- The following safety equipment shall invariably be provided.

Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves and goggles.

Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective gloves and goggles.

Those engaged in welding works shall be provided with welder's protective eye-shields.

Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated atleast for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :

Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.

At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.

Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.

Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.

Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.

The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day. .

No smoking or open flames shall be allowed near the blocked manhole being cleaned.

The malba(debris) obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba(debris).

Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.

Gas masks with Oxygen Cylinder should be kept at site for use in emergency.

Air-blowers should be used for flow of fresh air through the manholes. Whenever called for portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.

The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.

The workers shall be provided with Gumboots or non sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing tile limbs before working inside the sewer lines.

Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.

If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.

The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.

The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-

- i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
- ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.
- iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
- iv) Facilities shall be provided to enable the working painters to wash during and on the cessation of work.

The following precaution should be taken while painting:

White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.

Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray. Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping. Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

Overall shall be worn by working painters during the whole of working period.

Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.

Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by Institute.

Institute may require, when necessary medical examination of workers.

Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

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

Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions :

- i)
  - (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
  - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.
- ii) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
- iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- iv) The contractor shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work who may get it verified.

Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means

as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by labour officer or other department or Engineer-in-Charge or their representatives.

Notwithstanding the above clauses from (1) to (15) there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

## **1. APPLICATION**

These rules shall apply to all buildings and construction works in IITM in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

## **2. DEFINITION**

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

### 3. FIRST AID FACILITIES

i) At every work place there shall be provided and maintained, so as to easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed..

ii) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment

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

1. 6 small sterilised dressings
2. 3 medium size sterilized dressings.
3. 3 large size sterilized dressings.
4. 3 large sterilized burn dressings.
5. 1 (30ml) bottle containing a two per cent alcoholic solution of iodine
6. 1 (30 ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.
7. 1 snakebite lancet.
8. 1 (30 gms.) bottle of potassium permanganate crystals
9. 1 pair scissors
10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
11. 1 bottle containing 100 tablets (each of 5 gms) of aspirin.
12. Ointment for burns
13. A bottle of suitable surgical antiseptic solution.

b) For work places in which the number of contract labour exceed 50.  
Each first-aid box shall contain the following equipments.

- 12 small sterilised dressings.
- 6 medium size sterilised dressings.
- 6 large size sterilised dressings.
- 6 large size sterilised burn dressings.
- 6 (15 gms.) packets sterilised cotton wool.
- 1 (60 ml.) bottle containing two per cent alcoholic solution iodine.

1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.

1 roll of adhesive plaster.

1 snake bite lancet.

1 (30 Gms) bottle of potassium permanganate crystals.

1 pair scissors

1 copy of the first-aid leaflet issued by the director General Factory Advice Service and labour Institutes / government of India.

A bottle containing 100 tablets (each of 5 Gms) of aspirin.

Ointment for burns.

A bottle of suitable surgical antiseptic solution.

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

iv) Nothing except the prescribed contents shall be kept in the First-aid box.

v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.

vi) A person in Charge of the First aid box shall be a person trained in First-aid treatment, in the work places where the number of contract labour employed is 150 or more.

vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.

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

#### **4. DRINKING WATER**

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

Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.

Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.

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

## **5. WASHING FACILITIES**

In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.

Separate and adequate cleaning facilities shall be provided for the use of male and female workers. Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

## **6. LATRINES AND URINALS**

i) Latrines shall be provided in every work place on the following scale namely:

Where female are employed there shall be at least one latrine for every 25 females.

Where males are employed, there shall be at least one latrine for every 25 males.

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

ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.

iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting non-absorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.

iv) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.

The notice shall also bear the figure of a man or of a woman, as the case may be.

v) There shall be at least one urinal for male workers up to 50 and one for female workers up to fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females up to the first 500 and one for every 100 or part thereafter.

vi) a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.

b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.

vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals

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

ix) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

#### 7. PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour, The height of each shelter shall not be less than 3 m (10ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.m. (6 sft) per head.

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

#### 8. CRECHES

At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a, b & c.

The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.

The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.

The contractor shall provide one ayah to look after the children in the crèche when the number of women workers does not exceed 50 and two when the number of women workers exceeds 50.

The use of the rooms earmarked as crèches shall be restricted to children, their attendants and mothers of the children.

## 9. CANTEENS

In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more is ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.

The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.

The canteen shall be sufficiently lighted at all times when any person has access to it.

The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour washed at least once in each year.

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

The premises of the canteen shall be maintained in a clean and sanitary condition.

Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.

Suitable arrangements shall be made for the collection and disposal of garbage.

The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.

The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter (10 sft) per diner to be accommodated as prescribed in sub-Rule 9.

(xi) a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.

b) Washing places for woman shall be separate and screened to secure privacy.

(xii) Sufficient tables, stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.

(xiii) a) 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipment necessary for the efficient running of the canteen.

2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.

b) 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.

2. A service counter, if provided, shall have top of smooth and impervious material.

3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.

- xiv. The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- xv. The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit, No loss' and shall be conspicuously displayed in the canteen.
- xvi. In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:
- a) The rent of land and building.
  - b) The depreciation and maintenance charges for the building and equipments provided for the canteen.
- The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils.
- The water charges and other charges incurred for lighting and ventilation.
- The interest and amounts spent on the provision and maintenance of equipments provided for the canteen.
- xvii. The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

#### 10. ANTI-MALARIAL PRECAUTIONS

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

**11.** The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.

#### 12. AMENDMENTS

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

## 15.0 C.P.W.D. Contractor's Labour Regulations

### 1. SHORT TITLE

These regulations may be called the CPWD/PWD (DA Contractors Labour Regulations).

### 2. DEFINITIONS

**1) Workman** means any person employed by contractor directly or indirectly through a subcontractor with or without the knowledge of the Institute to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person :

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

b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature: or

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

No person below the age of 18 years shall be employed to act as a workman.

**ii) Fair wages** means wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act from time to time.

**iii) Contractors** shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a subcontractor.

**iv) Wages** shall have the same meaning as defined in the Payment of Wages Act.

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

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

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

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

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

#### 4. DISPLAY OF NOTICE REGARDING WAGES ETC.

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

#### 5. PAYMENT OF WAGES

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

No wage period shall exceed one month.

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

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

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

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

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

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

A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgment. It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Junior Engineer or any other authorised representative of the Engineer-in-Charge who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.

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

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

## 6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

(i) The wages of a worker shall be paid to him without any deduction of any kind except the following:

a) Fines

b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.

c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.

d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.

e) Any other deduction which the Central Government may from time to time allow.

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

**Note:** - An approved list of Acts and omissions for which fines can be imposed is enclosed. Appendix 'X'

iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.

iv) The total amount of fine which may be imposed in anyone wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.

v) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty days from the date on which it was imposed.

vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

## 7. LABOUR RECORDS

The contractor shall maintain a Register of persons employed on work on contract in Form XIII of the CL (R &A) Central Rules 1971 (Appendix IV)

The contractor shall maintain a **Muster Roll** register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V).

The contractor shall maintain a **Wage Register** in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI)

(iv) Register of accident : The contractor shall maintain a register of accidents in such form may be convenient at the work place but the same shall include the following particulars :

Full particulars of the labourers who met with accident

Rate of wages

Sex

Age

Nature of accident and cause of accident

Time and date of accident

Date and time when admitted in Hospital

Date of discharge from the Hospital

Period of treatment and result of treatment.

Percentage of loss of earning capacity and disability as assessed by Medical officer.

Claim required to be paid under Workmen's Compensation Act.

Date of payment of compensation

Amount paid with details of the person to whom the same was paid.

Authority by whom the compensation was assessed.

Remarks

v) The contractor shall maintain a **Register of Fines** in the Form XII of the CL (R &A) Rules 1971 (Appendix-XI)

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

vi) The contractor shall maintain a **Register of deductions for damage or loss** in Form XX of the CL (R&A) Rules 1971 (Appendix-XII)

vii) The contractor shall maintain a **Register of Advances** in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII)

#### 8. ATTENDANCE CARD-CUM-WAGE SLIP

The contractor shall issue an **Attendance card – cum – wage slip** to each workman employed by him in the specimen form at (Appendix-VII)

The card shall be valid for each wage period.

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

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

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

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

#### 9. EMPLOYMENT CARD

The contractor shall issue an Employment Card in Form XIV of the CL (R&A) Central Rules 1971 to each worker within three days of the employment of the worker (Appendix-VIII).

#### 10. SERVICE CERTIFICATE

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service certificate in Form XV of the CL (R&A) Central Rules 1971 (Appendix-IX)

#### 11. PRESERVATION OF LABOUR RECORDS

All records required to be maintained under Regulations Nos. 6&7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge or Labour Officer or any other officers authorised by the Institute in this behalf,

#### 12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

The labour officer or any person authorised by Institute on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of Fair Wage clauses and the Provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor or subcontractor in regard to such provision.

#### 13. REPORT OF LABOUR OFFICER

The labour officer or other persons authorised as aforesaid shall submit a report of result of his investigation or enquiry to the Engineer-in-charge concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned, In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to labourers will be made by the Engineer-in-charge after a decision has been given on such appeal

i) The Engineer-in-charge shall arrange payments to the labour concerned within 45 days from the receipt of the report.

#### 14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

Any person aggrieved by the decision and recommendations of the labour officer or other person so authorised may appeal against such decision to the Executive Engineer (Civil) within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Dean(P&D) but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

#### 15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by :-

- a) An officer of a registered trade union of which he is a member.
- b) An officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.

- c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.
- ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by :-  
An officer of an association of employers of which he is a member  
An officer of a federation of associations of employers to which association referred to in clause (a) is affiliated.  
Where the employer is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.
- (iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

#### 16. INSPECTION OF BOOKS AND SLIPS

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

#### 17. SUBMISSIONS OF RETURNS

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

#### 18. AMENDMENTS

The Central Government may from time to time add to or amend the regulations and on any question as to the application/Interpretation or effect of those regulations the decision of the Executive Engineer (Civil) concerned shall be final.

Appendix 'I'

REGISTER OF MATERNITY BENEFITS (Clause 19 F)

Name and address of the Contractor

.....

Name and location of the work .....

Name of the Employee	Father's / Husband's Name	Nature of Employment	Period of actual employment	Date on which notice of confinement given	
1	2	3	4	5	
Date on which maternity leave commenced and ended					
Date of Delivery / miscarriage	In case of Delivery		In case of miscarriage		
	Commenced	Ended	Commenced	Ended	
6	7	8	9	10	
Leave pay paid to the employee					
In case of Delivery		In case of miscarriage			Remarks
Rate of leave pay	Amount paid	Rate of leave pay	Amount paid		
11	12	13	14	15	

**Appendix 'II'**

SPECIMEN FORM OF THE REGISTER, REGARDING MATERNITY BENEFIT  
ADMISSIBLE TO THE CONTRACTOR'S LABOUR IN CENTRAL PUBLIC WORKS  
DEPARTMENT WORKS.

Name and address of the contractor.....

Name and location of the work .....

Name of the woman and her husband's name.

Designation.

Date of appointment.

Date with months and years in which she is employed.

Date of discharge/dismissal, if any.

Date of production of certificates in respect of pregnancy.

Date on which the woman informs about the expected delivery.

Date of delivery/miscarriage/death

Date of production of certificate in respect of delivery/miscarriage.

Date with the amount of maternity/death benefit paid in advance of expected delivery.

Date with amount of subsequent payment of maternity benefit.

Name of the person nominated by the woman to receive the payment of the maternity  
benefit after her death.

If the woman dies, the date of her death, the name of the person to whom maternity  
benefit amount was paid, the month thereof and the date of payment.

Signature of the contractor authenticating entries in the register.

Remarks column for the use of Inspecting Officer.

LABOUR BOARD

Name of work .....

Name of Contractor .....

Address of Contractor .....

Name and address of. Division .....

Name of. Labour Officer .....

Address of Labour Officer .....

Name of Labour Enforcement Officer .....

Address of Labour Enforcement officer .....

Sl. No.	Category	Minimum wage fixed	Actual wage paid	Number present	Remarks

Weekly holiday .....

Wage period .....

Date of payment of wages .....

Working hours .....

Rest interval .....

## Appendix 'IV'

Register of Workmen Employed by Contractor

Name and address of contractor

Name and address of establishment under which contract is carried on

Nature and location of work

Name and address of Principal Employer

Sl. No.	Name and surname of workman	Age and Sex	Father's/ Husband's name	Nature of employment/ designation	Permanent home address of the workman (Village and Tehsil, Taluk and Districts)	Local address	Date of commencement of employment	Signature or thumb impression of the workman	Date of termination of employment	Reasons for terminations	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Form-XVI (See Rule 78(2)(a))

Muster Roll

Name and address of contractor .....

Name and address of establishment under which contract is carried on .....

Nature and location of work .....

Name and address of Principal Employer .....For the Month of fortnight.....

Sl. No.	Name of Workman	Sex	Father's / Husband's name	Dates					Remarks
1	2	3	4	5					6
				1	2	3	4	5	

Form-XVII (See Rule 78(2) (a))

Register of wages

Name and address of contractor .....

Name and address of establishment under which contract is carried on .....

Name and location of work .....

Name and address of Principal Employer .....wages period: Monthly / Fortnightly

Sl.No	Name of Workman	Serial No. in the register of workman	Designation nature of work done	No. of days worked	Units of work done	Daily rate of wages/piece rate	Basic wages	Dearness allowances	Overtime	Other cash payments (indicate nature)	Total	Deductions if any, (indicate nature)	Nett amount paid	Signature or thumb impression of the workman	Initial of contractor or his representative
1	2	3	4	5	6	7	8	9	10	11		13	14	15	16

Wage Card No. ....

Appendix 'VII'

Wage Card

Name and address of contractor .....

Date of Issue .....

Name and location of work .....

Designation .....

Name of workman .....

Month / Fortnight .....

Rate of Wages .....

---

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

---

Morning

Rate

Evening

Amount

Initial

---

Received from .....

a sum of Rs.

on account of my wages

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

Signature.

## Employment card

Name and address of the contractor:

Name and address of the establishment under which contract is carried on:

Name of work and location of work:

Name and address of the principal employer:

Name of the workman:

Sl.no in the register of workman employed:

Nature of employment / designation:

Wage rate (with particulars of unit incase of piece work):

Wage period:

Tenure of employment:

Remarks:

Form-XV (See Rule 77)

Service Certificate

Name and address of contractor .....

Nature and location of work .....

Name and address of workman .....

Age or date of birth .....

Identification marks .....

Father's/ Husband's name .....

Name and address of establishment in under which contract is carried on .....

Name and address of Principal Employer .....

Sl. No.	Total period for which employed		Nature of work done	Rate of wages (with particulars of unit in case of piece work)	Remarks
	From	To			
1	2	3	4	5	6

Signature

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

Willful in-subordination or disobedience, whether alone or in combination with other.

Theft, fraud or dishonesty in connection with the contractors beside a business or property of Institute.

Taking or giving bribes or any legal gratifications.

Habitual late attendance.

Drunkenness lighting, riotous or disorderly or indifferent behavior.

Habitual negligence.

Smoking near or around the area where combustible or other materials are locked.

Habitual indiscipline.

Causing damage to work in the progress or to property of the Institute or of the contractor.

Sleeping on duty.

Malingering or slowing down work.

Giving of false information regarding name, age, father's name etc.

Habitual lose of wage cards supplied by the employer.

Unauthorized use of employer's property of manufacturing or making of unauthorized particles at the work place.

Bad workmanship in construction and maintenance by skilled workers, which is not approved by the Institute and for which the contractors are, compelled to take rectifications.

Making false complaints and / or misleading statements.

Engaging in trade within the premises of the establishments.

Any unauthorized divulgence of business affairs of the employees.

Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.

Holding meeting inside the premises without previous sanction of the employers.

Threatening or intimidating any workman or employer during the working hours with in the premises.

Register of Fines

Name and address of contractor .....

Name and address of establishment in under which contract is carried on  
 .....Nature and location of work  
 ..... Name and address of Principal Employer  
 .....

Sl.No.	Name of Workman	Father's/Husband's name	Designation/nature of employment	Act/Omission of which fine imposed	Date of Offence	Whether workman showed cause against fine	name of person in whose presence employee's wage period and wages payable	Amount of fine imposed	Date on which fine realised	Remarks	
1	2	3	4	5	6	7	8	9	10	11	12

Register of Deduction for Damage or Loss

Name and address of contractor .....

Name and address of establishment in under which contract is carried on  
 .....Nature and location of work

.....Name and address of  
 Principal Employer .....

Sl.No.	Name of Workman	Father's/Husband's name	Designation/nature of employment	Particulars of damage or loss	Date of damage or loss	Whether workman	name of person in whose	Amount of deduction	No. of installments	Date of recovery		Remarks
										1 <sup>ST</sup> installment	Last installment	
1	2	3	4	5	6	7	8	9	10	11	12	13

Register of Advances

Name \_\_\_\_\_ and \_\_\_\_\_ address \_\_\_\_\_ of \_\_\_\_\_ contractor  
 ..... Name and address of  
 establishment in under which contract is carried on ..... Nature and  
 location of work ..... Name  
 and address of Principal Employer .....

Sl.No.	Name of Workman	Father's/Husband's name	Designation/nature of employment	wage period and wages payable	Date and amount of Advance given	Purpose(s) for which Advance made	Number of installments by which advance to be repaid	Date and amount of each installment repaid	Date on which last installment was repaid	Remarks
1	2	3	4	5	6	7	8	9	10	11

Register of Overtime

Name \_\_\_\_\_ and \_\_\_\_\_ address \_\_\_\_\_ of \_\_\_\_\_ contractor  
 .....Name and address of  
 establishment in under which contract is carried on .....Nature and  
 location of work .....Name  
 and address of Principal Employer .....

Sl.No.	Name of Workman	Father's/Husband's name	Sex	Designation/nature of employment	Date on which Overtime worked	Total overtime worked or production in case	Normal rate of wages	Overtime rate of wages	Overtime earnings	Rate on which overtime wages paid	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

## **16.0 LIST OF APPROVED MAKE / BRAND**

**16.1** NITT reserves the right to select any of the make/brand accepted in the technical bid and only those makes/brands will be allowed to be used in the work. Nothing extra is payable even if there is cost difference between one make/brand and another.

### **NOTE:**

List of approved material / make / brand shall be as finalized in the technical bid.

The Successful tenderer shall submit test reports for all the materials / equipments. If any make is not in accordance with the tender specification, it will not be accepted even if the make is indicated in the above List.

BILL OF QUANTITIES						
House Keeping-Institutional and Quarters zone						
SI No	Description	A/U	Qty	Rate Per Month ( Rs)	Amount Per Annum ( Rs)	Amount in words (Rs)
1	<p><b>Agency to quote composite lump sum rate for item 1 and individual rates for additional items operable as per requirement (Item 2 to 7) as against the Cost of wages for Manpower as per MWA 2017 or any other statutory Notifications on Basic, VDA, ESI, PF, Bonus, taxes etc., Consumables, Machineries/ Equipments/ Tools including fuel ,maintenance and escalation charges if any during the occurrence of the contract period, Contractors Service charges including all other incidental charges etc., complete excluding only GST (Reimbursable) to carry out following works in the entire Academic and Quarters Zones as per the directions of the Engineer-in-charge/Respective zone's sanitary Inspector :</b></p> <p>(a) Keeping Cleanliness of entire Institute and Quarters zone as marked in the enclosed layout free from Garbage, Loose materials, Cow dung, Plastics, Stone boulders, Broken glasses, Constructional wastes, leaning of Residential areas outside fencing in Quarters zone, Cleaning inside fencing in the vacant quarters of quarters zone, Open areas , Roads and play grounds etc.,</p> <p>(b) Cleaning of all Water closets, Wash basins and Urinals other than occupied quarters using appropriate chemical/acid/etc., including scrubbing floor area of toilet &amp; bath room.</p> <p>(c) Sweeping and manual mopping of floor areas of all buildings in the Institute zone and KV School, Kalyana mandapam of Quarters zone.</p> <p>(d) Sweeping/Mopping of entire floor area of Lecture Hall Complex,Science Block,Central Library,Main office,Dean chambers , Hospital and IT centres Using Scrubbers</p> <p>(e) Cleaning of verandahs and common areas of all the buildings</p>	Lump Sum	Agency to evaluate on physical site survey			

	<p>(f) Regular monitoring of sewer lines and attending blockage complaints on day to day basis including holidays by deploying experienced persons in the work and cleaning of manholes as per periodicity.</p> <p>(g) Up keeping of all roads and periodical maintenance of berms, pavements, approach roads, pathways including levelling of earth.</p> <p>(h) Desilting of all drains and regulating the unlined drains by manual/mechanical excavation.</p> <p>(i) De-weeding of open areas, including removal of grass, vegetation and weeds etc., by means of Grass cutting machine only.</p> <p>(j) Removal of cobweb in all buildings incl. toilet &amp; bath room areas other than occupied quarters</p> <p>(k) Removal of carcasses including shifting and proper burial (l) Cleaning inside of vacant residential quarters</p> <p>(m) Conveyance of garbage, constructional/horticultural wastes collected from both zones on segregation of bio-degradable and non-bio degradable and proper disposal away from NITT campus</p> <p>(n) Supply of plastic bins of 45 cm height to all residential quarters (613 number of quarters) at 2 Nos/year and to handover the vacant quarters plastic bins to EMD/store.</p> <p>(o) Collection of household wastes at the door step of all residential quarters on daily basis including holidays and disposal by transporting through tricycles/push carts on segregation into bio de-gradable &amp; non-bio de gradable.</p> <p>(p) Dust removal of furnitures at Lecture Hall Complex, Science block, Central Library, Hospital, IT centre and Examination Halls</p> <p>(q) Removal and disposal of vegetations upto the roots on the terrace or any where from all buildings and removing unwanted things from the terrace of all buildings.</p>					
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ADDITIONAL ITEMS (Operable only as per requirement)						
SI No	Description	A/U	Qty	Rate Per Month ( Rs)	Amount Per Annum ( Rs)	Amount in words (Rs)
	<b>These items can be executed on requirement basis and rate for additional items includes all labour, material, chemicals, vehicles, machineries, hire charges if any and incentives etc., complete.</b>					
2	Charges including manpower, machineries and chemicals etc.,complete for institute and quarters zones : (i) For spraying Insecticide chemicals (Bayer or equivalent products on approval of the engineer-in-charge) to control mosquito/cockroach inside & outside the buildings, Open areas, Manhole chambers, Gully traps including all water stagnation points and (ii) For fogging operation in the entire area of both zones	Turn	24			
3	Dewatering of accumulated effluent completely from the septic tank in Quarters zone (Thuvakudi Annex) and disposal through suitable trucks of capacity at 6000 ltrs/trip including re-fixing of septic tank cover slabs.	Trips	36			
4	Diluting and injecting chemical emulsion for post constructional Anti termite treatment including manpower , chemicals , equipments etc., using chemical @1 ltr per hole 300 mm apart on drilling 12 mm dia holes to required height and plugging with cement mortar 1:2(One cement: Two coarse sand ) with chlorophyles/Lindane Ec20% with 1% concentration or equivalent chemical.	Sqm	3100			
5	Removal of Honey-bee hives/Kadhandu/Such insects of any size/magnitude at any height with sufficient pre cautions engaging special agencies.	Nos	24			
6	Excavation of Earth to regulate unlined drains(If needed newly)	Cum	2100			
7	Part-time workers to attend functions arranged by Students, Faculties Departments &Shifting of articles and furnitures.	Nos	240			
<b>(Cost of the bid in Rupees _____) excluding GST.</b>						

Certified that the financial bid as published on the web site contains 126 pages.

Signature of the Contractor

Office of the Executive Engineer (Civil),  
Estate Maintenance Department,  
NIT Trichy – 620 015.