



## **NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR**

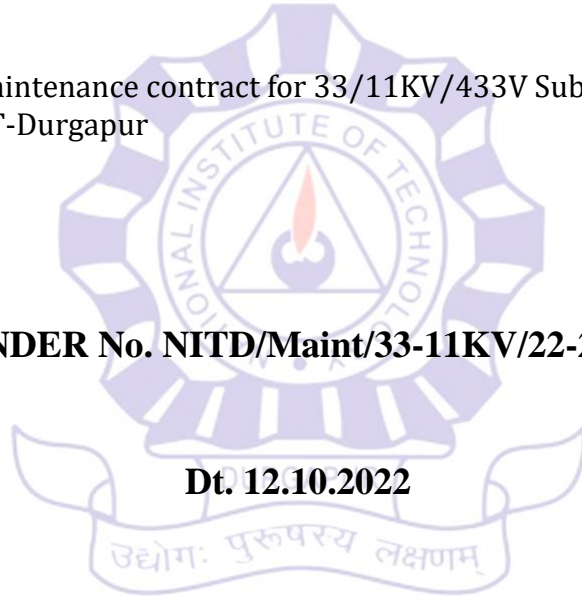
An Institution of National Importance under Shiksha Mantralaya (Ministry of Education),  
Govt. of India.

### **TENDER DOCUMENT**

Annual Operation and Maintenance contract for 33/11KV/433V Substation and all other subsidiary stations at NIT-Durgapur

**TENDER No. NITD/Maint/33-11KV/22-23/15**

**Dt. 12.10.2022**





## **NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR**

MAHATMAGANDHIAVENUE, DURGAPUR-713209

(West Bengal), INDIA, [www.nitdgp.ac.in](http://www.nitdgp.ac.in)

**An Institution of national importance under Shiksha Mantralaya (Ministry of Education), Govt. of India.**

**Tender No.: NITD/Maint/33-11KV/22-23/15**

**Date 12.10.2022**

### Notice Inviting Tender Notice

NITD invites online e-Tender from reputed contractors for the Annual Operation and Maintenance contract for 33/11KV/433V Substation and all other subsidiary stations at NIT-Durgapur. E-tenders are invited in two-bid system, i.e., i) Technical Bid ii) Financial Bid from bonafide, resourceful and competent contractors for execution of specified works.

#### Eligibility Criteria of Bidders:

- i) **EARNEST MONEY = Rs. 79,000.00 (Rupees Seventy Nine Thousand Only)** either in DD on any Nationalized Bank or Banker's Cheque of any Nationalized Bank. For small-scale industries with certificate from NSIC/MSME, the deposition of Earnest Money is exempted (subject to the submission of valid NSIC/MSME certificate). However, there is No preference v/ exemption on i) Bid value, ii) Performance Security (3%) and iii) TOTAL Security Deposit (10%) EMD will be retained till the finalization of successful bidder.
- ii) (a) Three (3) similar works, each of value not less than 40% of the estimated cost put to tender\*, or  
(b) Two (2) similar works, each of value not less than 60% of the estimated cost\*, or  
iii) One (1) similar work of value not less than 80% of the estimated cost\*,  
all above amounts rounded off to a convenient full figure of nearest Rs. 10, in the last 7 Financial years (2015-16 to 2021-22).

Eligible similar work shall mean works "INSTALLATION/ COMMISSIONING/ TESTING/OPERATION/ MAINTENANCE OF MINIMUM 33 KV or 11 KV AND ABOVE SUBSTATION."

**\*WORK ORDER AND SATISFACTORY COMPLETION CERTIFICATE WITH CLIENT'S COMMENT/REMARKS ARE TO BE SUBMITTED**

- iii) Bank Solvency certificate = 30% of the Estimated Value not older than one year.
- iv) All valid licenses namely Trade License, ESIC, EPF, GST etc. whichever is applicable.
- v) Valid Electrical Contractor's License.
- vi) Latest IT returns (2019-20, 2020-2021, 2021-2022), Voter I.D., Aadhar Card, Valid NSIC/MSME Certificate.
- vii) The Cost of the Tender Document is Rs. 500/- (Rupees Five Hundred only) to be submitted

in Technical Bid as in online payment mode only. NSIC/MSME firms are exempted from depositing this price.

viii) In case of repeated calling if required, the bidders who have deposited the cost of tender in 1st call need not deposit the same for re-participation. In that case the previously submitted tender cost bank transaction can be uploaded for claiming the tender cost exemption.

### Schedule of Work

Name of Organization	<b>National Institute of Technology Durgapur</b>
Nature of Work	Annual Operation and Maintenance contract for 33/11KV/433V Substation and all other subsidiary stations at NIT-Durgapur.
Tender No.	NITD/Maint/33-11KV/22-23/15
Tender Estimated Cost (Including GST, Cess and other taxes)	Rs. 39,57,569.00
Tenure of Contract	12 months from the date of receipt of work order.
Tender Type	Open
Tender Category	Works
Type/Form of Contract	Works
Product Category	Electrical Works
Source of Fund	Institute
Is Multi Currency Allowed	NO
Date of Issue/Publishing	12.10.2022
Document Download Start Date	12.10.2022
Document Download End Date	02/11/2022 (15.00 Hrs.)
Last Date and Time for Uploading of Bids	02/11/2022 (15.30 Hrs.)
Date and Time of Opening of Technical Bids	02/11/2022 (16.00 Hrs.)
Tender Fee (Non-Refundable) by (E-Payment Mode Only)	Rs. 500/-
EMD by DD/e-payment only	Rs. 79,000/-
No. of Covers**	02
Bid Validity days	90 days (From last date of opening of tender)
Address for Communication	1) Mr. B. Nagarajan, Assistant Engineer (Electrical) and I/C Maintenance Section, National Institute of Technology Durgapur M. G. Avenue. Durgapur -713209, West Bengal. INDIA 2) Dr. Biman Kumar Saha Roy, FIC (Electrical), Assistant Professor, National Institute of Technology Durgapur M. G. Avenue. Durgapur -713209, West Bengal. INDIA
Contact No.	0343 2759028/9031
Email Address	nagarajan.b@admin.nitdgp.ac.in, <a href="mailto:help.maintenance@nitdgp.ac.in">help.maintenance@nitdgp.ac.in</a>
ITI Helpdesk Contact No. and mail address	Helpdesk Number-011-4960 6060 ewizardhelpdesk@gmail.com Mr. SK Tariq- 9355030608; eprochelpdesk.35@gmail.com

Mr. Saikat Pal - 9355030620  
[eprochelpdesk.38@gmail.com](mailto:eprochelpdesk.38@gmail.com)

If the last date of tender opening coincides with a Holiday / Bandh, the same will be deferred to the next working day.

Sl. No.	Nature of Work	Earnest Money Deposit in INR	Performance Guarantee (in INR)
1	Annual Operation and Maintenance contract for 33/11KV/433V Substation and all other subsidiary stations at NIT-Durgapur.	Rs. 79,000/- (INR Seventy Nine Thousand Only)	For MSME, PG is 3% Otherwise for Non-MSME, PG= 3% - EMD. (Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance is 15+ 1 day)

In case the contractor fails to deposit the said performance guarantee within the period as indicated above, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

### PROCEDURE FOR SUBMISSION OF E-TENDER

The bidders are required to submit soft copies of their bid electronically on the ITI e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the ITI e-Wizard Portal. For more information, bidders may visit the ITI e-Wizard Portal <https://mhrd.euniwizarde.com>

#### 1. REGISTRATION PROCESS ON ONLINE PORTAL

- Bidders to enroll on the e-Procurement module of the portal <https://mhrd.euniwizarde.com> by clicking on the link "Bidder Enrolment" as per portal norms.
- The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Wizard Portal.
- Bidders must provide the details of PAN number, registration details etc. as applicable and submit the related documents. The user id will be activated only after submission of complete details. The activation process will take minimum 24 working hours. After completion of registration payment, you can also send your acknowledgement copy on our help desk mail id [ewizardhelpdesk@gmail.com](mailto:ewizardhelpdesk@gmail.com) for activation of your account.
- Bidders to register upon enrolment their valid Digital Signature Certificate (DSC: Class III Certificates with signing key and encryption usage) issued by any Certifying Authority recognized by CCA India with their profile.
- A bidder should register only one valid DSC. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others, which may lead to misuse. Foreign bidders are advised to refer "DSC details for Foreign Bidders" for Digital Signature requirements on the portal.
- Bidder then logs in to the site through the secured login by entering their user ID/password and the password of the DSC / e-Token.

## **2. Tender Document Search**

- a. Various built-in options are available in the e-Wizard Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
- b. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, a form of contract, location, date, other keywords, etc. to search for a tender published on the Online Portal.
- c. Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective '**Interested Tenders**' folder. This would enable the Online Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- d. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

## **3. Bid Preparation**

- a. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
- d. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/PNG, etc. formats. Documents in PDF format with maximum Five (100) Mb file can be uploaded.

## **4. Bid Submission**

- a. Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues. Late submission is not permissible.
- b. The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document. All pages are to be signed.
- c. Bidders must pay required payments (Form fee, EMD, Tender Processing Fee etc.) as mentioned before submitting the bid
- d. Bidder to select the payment option mode as specified in the Schedule (EMD/FORM FEE Section) to pay the form fee/ EMD wherever applicable and enter details of the instrument.
- e. The details of the Earnest Money Deposit (EMD)/Cost of Tender document submitted physically to the Dept. and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.
- f. A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable. BOQ is a part of the tender document.
- g. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.



- h. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- i. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- j. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- k. Kindly have all relevant documents in a single PDF file.
- l. The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.
- m. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.

## 5. Amendment of bid document

At any time prior to the deadline for submission of proposals, the NIT Durgapur reserves the right to add/ modify/ delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

## 6. Instruction to Bidders

- a. Process for Bid submission through ITI E-wizard portal is explained in Bidder Manual. Bidders are requested to download Bidder Manual from the home page of website <https://mhrd.euniwizarde.com>. Steps are as follows:

(Home page      ⇒      Downloads      ⇒      Bidder Manuals).

- b. The tenders will be received online through portal <https://mhrd.euniwizarde.com> In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
- c. Possession of Valid Class III Digital Signature Certificate (DSC) in the form of smart card/ e-Token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://mhrd.euniwizarde.com> Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available on the web site <https://mhrd.euniwizarde.com> under the link 'DSC help'.

Tenderers are advised to follow the instructions provided in the 'User Guide and FAQ' for the e-Submission of the bids online through the ITI e-Wizard Portal for e-Procurement at <https://mhrd.euniwizarde.com>

- d. The bidder has to **"Request the tender"** to portal before the **"Date for Request tender document"**, to participate in bid submission.
- 7. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- 8. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
- 9. No deviation to the technical and commercial terms & conditions allowed.
- 10. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bids.

## CHECK LIST OF ATTESTED COPIES OF VALID DOCUMENTS TO BE ATTACHED WITH THE TECHNICAL BID

List of Documents to be uploaded in the “Technical Bid Folder” and to be filled online .xls file in cover-1 folder of e-Wizard.

Sr. No.	Particulars	Declaration (Submitted/Not Applicable)
1	Scanned Copy of online transaction details for Tender Fee	
2	Scanned Copy of DD/Banker's Cheque for EMD	
3	Certificate of Enlistment/ Trade License	
4	Electrical Contractor's License with Validity	
5	Scanned details of Company's Category (Micro/ Small/ Medium unit as per MSME/NSIC)	
6	Copies of 3 years audited balance sheet and IT Return (FY 2019-20, 2020-2021, 2021-2022)	
7	Name & Address of Director/ Proprietor/ Partners	
8	Scanned copy Registration of firm/ Partnership Deed (If any)	
9	Phone Number & E-mail ID	
10	GST Registration along with acknowledgement of up to date filed return	
11	EPF & ESIC Registration Certificate	
12	Work Experience/ Credential as per tender terms [Work Order and Completion Certificate with Client's Comments/ Remarks.]	
13	Bank Solvency @ 30 % of estimated value not older than one year from the tender opening date.	
14	Scanned copy of AADHAR Card and PAN Card	
15	Signed copy of whole tender document along with company declaration with sign and company seal/ stamp with date stating acceptance of Notice Inviting Tender, General Condition, Special Terms and Conditions etc. is mandatory.	

**Note 1: If the information is not pertaining to the bidder, in the third column he should specify that as “Not Applicable”**

### Method for submission of bid documents.

In this tender, the bidder has to participate in e-tender online. Some documents are to be submitted physically offline.

#### A) Tender must be submitted online in two parts,

(a) Technical bid (Cover-1) and (b) Price bid (Cover-2).

1) Tenderers have to upload the following documents:

- i) GST Registration Certificate along with acknowledgement of up to date filed return.
- ii) Latest valid licenses like Trade License, Electrical Contractor License, ESI, and EPF, etc. whichever is applicable.
- iii) Requisite Credentials as mentioned above.
- iv) Latest Bank Solvency Certificate – Solvency amount should be 30% of estimated cost, i.e., Obtained from the banker and/or its bank statement. The solvency certificate shall not be older than one year from the tender opening date.
- v) Aadhar Card and PAN Card
- vi) Latest IT returns (2019-20, 2020-2021, 2021-2022)
- vii) Scanned Copy of a single Demand Draft of requisite value for the Bid Security/EMD as per NIT.
- viii) NSIC/MSME Registered bidders who want to claim the EMD exemption need to submit the Scanned copy of Latest and valid NSIC/MSME Certificate for the same nature of works in place of the DD of the EMD.

- ix) In case of repeated calling if required, the bidders who have deposited the cost of tender in 1st call need not deposit the same for re-participation. In that case the previously submitted tender cost bank transaction can be uploaded for claiming the tender cost exemption.
- x) The bidder must sign in all pages of tender documents and Proforma Agreement as a token of acceptance indicating read, understood and accepted the Terms & Conditions mentioned in tender document, general terms of the contract and Proforma Agreement. A company declaration with sign and company seal/stamp with date stating acceptance of all the terms and conditions provided in Notice Inviting Tender and General Conditions of Contract is mandatory.

- 2) EMD and cost of tender paper are exempted for bidders having valid certificate from NSIC/MSME.
- 3) Bidders can also download and get necessary information regarding tender documents from <https://mhrd.euniwizarde.com>
- 4) Work will be executed as per CPWD/ WBPWD specification and DSR 2022 (E & M) and WBPWD 2017 for items and tenderers has to quote their rates based on the schedule. For items other than DSR 2022 (E & M) and WBPWD 2017 market survey will be done to fix the rates (if applicable).
- 5) Rates quoted shall be inclusive of all service charges. Applicable GST @ 18% will be automatically calculated in the Price Bid BOQ. No price escalation shall be paid during the currency of the contract.
- 6) Tender calling authority reserves the right to cancel any tender or close agreement anytime without giving any reasons.

**B) The bidder shall submit the following documents offline in Physical to Maintenance Section, NIT Durgapur on or before the date & time of submission of bids specified in NIT, in a sealed Envelope. The envelope shall bear (the tender name), the tender number and the words "DO NOT OPEN BEFORE" (due date & time).**

- i) Original Demand Draft (DD) – drawn in favor of NIT Durgapur, payable at Durgapur, issued by any scheduled bank towards the payment of total Bid Security/EMD as per NIT through a single Demand Draft which to be deposited on or before of bid submission date. NSIC registered MSME bidders who want to claim the EMD exemption need to submit the attested copy of the latest and valid MSE certificate in place of the DD of the EMD.
- ii) Earnest money as mentioned, is to be deposited along with tender, in the form of an A/C payee demand draft in favor of "National Institute of Technology, Durgapur" payable at SBI, NIT Durgapur branch Durgapur-713209 and to be enclosed with in part "A" of the tender.

iii) Bank details for online payment of non-refundable the tender fee as mentioned:

Division/ Department (If any)	Name of Account Holder	Name of the Bank	Account Number	Bank Branch/IFSC Code	MICR Code
NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR	NIT (DURGAPUR) SOCIETY	STATE BANK OF INDIA	11520034072	SBIN0002108	713002204

- 7) Bidders can also download and get necessary information regarding tender documents from <https://mhrd.euniwizarde.com>
- 8) Tender calling authority reserves the right to cancel any tender or close agreement any time without giving any reasons.
- 9) Bids with unconditional rebates may be accepted but conditional tenders will be summarily rejected. Sometimes issue of Corrigendum may be necessary to clarify doubts raised or to make some corrections. All such corrigendum shall be displayed on website <https://mhrd.euniwizarde.com> and NIT Durgapur website. The bidders are therefore advised to refer to this site from time to time to keep them updated.

**Note 1: The Bidder has to upload the Scanned copy of all above said documents during Online Bid-submission also.**

**Note 2: Number of Cover is one for technical bids and the other one for financial bids.**





## **NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR**

**TENDER NO.: NITD/Maint/33-11KV/22-23/15**

**DATE: 12/10/2022**

**NAME OF THE WORK:**

**Annual Operation and Maintenance contract for 33/11KV/433V Substation and all other subsidiary stations at NIT-Durgapur.**

**ESTIMATED VALUE:**

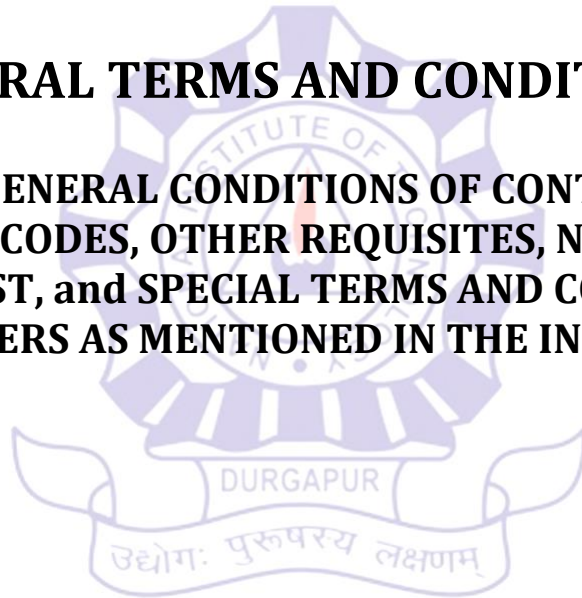
**Rs. 39,57,569.00 (Rupees Thirty Nine Lakhs Fifty Seven Thousand Five Hundred and Sixty Nine Only)**

**EARNEST MONEY DEPOSIT:**

**Rs. 79,000.00 (Rupees Seventy Nine Thousand Only)**

### **GENERAL TERMS AND CONDITIONS**

**(CONTAINING GENERAL CONDITIONS OF CONTRACT, LABOUR LAWS, SAFETY CODES, OTHER REQUISITES, NAME OF WORK, ESTIMATED COST, and SPECIAL TERMS AND CONDITIONS AND OTHERS AS MENTIONED IN THE INDEX)**



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# GENERAL CONDITIONS OF CONTRACT

**1.0 Definition and Interpretation:** In this Contract, unless the context requires otherwise, the following terms shall have the meaning ascribed to them hereunder: -

## **1.1 Definition**

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

- i) Works or work means the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- ii) Site means 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.
- iii) The Contractor means the individual, firm or company, whether incorporated or not, undertaking the works and includes the legal representative of such individual, or the successors of the such firm or company and the permitted assignees of such individual, firm, or company.
- iv) The expression Director, NIT Durgapur means the Director, NIT Durgapur and his successors in office.
- v) The Employer means the Officer who is authorized and signs the contract on behalf of the National Institute of Technology, Durgapur and shall be in-charge of the work.
- vi) The Engineer means the officer who shall supervise the work on behalf of the Employer.
- vii) Accepting, means the officer whose authority is mentioned in Bidding Data.
- viii) Accepted Risks are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government damage from aircraft, acts of God such as earthquake, lightning and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or cause solely due to use or occupation by Government/Institute of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Employer's faulty design of works.
- ix) Market Rate shall be the rate as decided by the Employer on the basis of analysis of rates which shall be prepared based on the prevailing market rates of material + labour + (overheads + profit= 15%) +/- quoted percentage as per procedure laid down in CPWD Analysis of Rates (Electrical) E&M- 2018 (if applicable).
- x) Schedule(s) referred to in these conditions shall means the relevant schedule(s) annexed to the bid papers of the standard Schedule of Rates of the Government mentioned (CPWD/PWD(WB) in Bidding Data hereunder, with the amendments thereto issued up to the date of receipt of the bid.
- xi) Bid Amount means the value of the entire work as stipulated in the letter of award.

## **1.2 Interpretation: -**

- i) The Contract means and includes the documents forming the bids and acceptance thereof and the formal agreement executed between the competent authority on behalf of the National Institute of Technology , Durgapur and the bidders, together with the documents referred to therein including these conditions, the specification, designs, drawings and instructions issued from time to time by the Employer and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.



- ii) Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
- iii) Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or taken into consideration in the interpretation or construction thereof of the contract.
- iv) The original Contract shall remain with the Employer. The contractor may furnish one duplicate copy of the contract documents together with all drawings, if any, as may be forming part of bidding document except standard specification, Schedule of Rates and similar other printed and published documents. None of these documents shall be used for any purpose other than that of this contract. The duplicate copies will be provided, if requested by the contractor, as per charges be decided by the authority from time to time.

### **1.3 Discrepancies & adjustment of errors:**

The several documents forming Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small-scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

In the case of discrepancy between the schedule of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed: -

- i) Description of Schedule of Quantities.
- ii) Particular Specification Condition, if any.
- iii) Drawings.
- iv) Technical Specifications as laid down by CPWD/PWD
- v) Indian Standard Specifications of B.I.S.
- vi) Indian Electricity Rules.
- vii) Statutory norms prescribed by local bodies like CEA, Power Supply Co., etc.

### **1.4 Sufficiency of Tender:**

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

### **1.5 Signing of Contract**

The successful bidder, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign and execute the Contract consisting of: -

- i) the invitation for bids, all 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, and
- ii) Standard Form as mentioned in Bidding Data consisting of: -
  - a) Various standard clauses with corrections up to the date along with annexure thereto.

- b) Safety Code.
- c) Model Rules for the protection of health, sanitary arrangements for workers employed; and
- d) Contractor's Labour Regulations.
- e) SOP containing latest Covid-19 protocol issued by GoI / GoWB/ NITD

**1.6 Works to be carried out:**

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

**2.0 General Obligations:**

**2.1 Work not to be Sublet and Action in Case of Insolvency or Attempt to influence contract:**

The contract shall not be assigned or sublet without the prior written approval of the Employer. 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, before or after the execution of the contract be given, promised or offered by the contractor, or any of his servants or agent or associate to any public officer or person in the employ of National Institute of Technology, Durgapur 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 Employer shall have power to adopt the course specified in Clause 8.3 hereof in the interest of National Institute of Technology, Durgapur and in the event of such course being adopted, the consequences specified in the said Clause shall ensue.

**2.2 Change in Contractor's organization to be approved:**

Where the contractor is a partnership firm, the previous approval in writing of the Employer shall obtain before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works 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 2.1 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause.

**2.3 Contractor to Indemnify Govt. against Patent Rights:**

The Contractor shall fully indemnify and keep indemnified the Employer against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights or Intellectual Property 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 the Employer, in respect of any such matters as aforesaid, the contractor shall be notified thereof and the contractor shall be at

liberty, at his own expense, to settle any dispute or co conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the Employer 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 Employer in this behalf.

## **2.4 Withholding and Lien in Respect of Sums due from Contractor:**

- (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 Employer 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 Employer or the Government/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 Employer or the Government/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 Employer or the Government/Institute or any contracting person through the Employer pending finalization of adjudication of any such claim.
- ii) National Institute of Technology, Durgapur 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 bills of the contractor including all supporting vouchers, abstract, etc. to be made after payment of 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 National Institute of Technology, Durgapur 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 National Institute of Technology, Durgapur to the contractor, without any interest thereon whatsoever.

Provided that the National Institute of Technology, Durgapur 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 Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Employer.

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 Employer or the Government/Institute or any other contracting person or persons through Employer against any claim of the Employer or Government/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 the

clause by the employer or the Government/Institute will be kept withheld or retained as such by the Employer or the Government/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.

## **2.5 Levy/Taxes Payable by the Contractor**

- i) Up-to-date Income Tax clearance certificates, Trade license certificates, EPF & ESI certificate with last six months EPFO & ESIC Electronic Challan cum Return (ECR), Certificate of Registration for GST and acknowledgement of up to date filed return, Certificate of Registration from Labour Dept. (if applicable) and other certificates are to be produced by the contractor.

GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and NIT Durgapur shall not entertain any claim whatsoever in this respect except as provided as under.

All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustments i.e. increase or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs.

However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on side, increase or decrease.

Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess. Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time.

The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, or variation or repeal of such tax or levy or cess 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.

- ii) The Contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. and other materials from local authorities.
- iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Employer and does not any time become payable by the contractor to the State Government/Institute or Local authorities in respect of any material used by the contractor in the works then in such a cases, it shall be lawful to the Employer and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from the dues of the contractor.

## **2.6 Conditions for Reimbursement of Levy/Taxes, if Levied after Receipt of Tenders:**



All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the Constitution (46<sup>th</sup> Amendment) Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies, the contractor shall be reimbursed the amount so paid, provided such payment, if any, is not, in the opinion of the Employer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

The contractor shall keep books of accounts and other documents for the purpose of this condition as may be necessary to clearly arrive at such amounts shall allow inspection of the same by a duly authorized representative of the Employer and further shall furnish such other information/document as the Employer may require from time to time.

## **2.7 If the Relation Working in the Department:**

The Contractor shall not be permitted to tender for works with the Employer office in which his near relative is posted in Accounts Section or as an officer in any capacity as Engineer. He shall also intimate the names of persons who are near relatives to any Gazetted Officer in the department or in the Ministry who are working with him in any capacity or are subsequently employed by him. Any breach of this condition by the Contractor shall render him liable to be removed from the approved list of contractors of the Department. If, however, the contractor is registered in any other department, he shall be debarred from tendering for any breach of this condition.

**NOTE:** By the term “near relatives” is meant wife, husband, parents and Grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

## **2.8 Prohibition to Work as Contractor**

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 two years after his retirement from government/Institute service without the previous permission of Government of India/Institute in writing. The contract is liable to be cancelled if either 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 services, as the case maybe.

## **2.9 Provisions of the Apprentices Act to be complied with:**

The Contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Engineer 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.

## **3.0 Security for performance:**

### **3.1 Performance Guarantee:**

- i) The Contractor shall submit an irrevocable Performance Guarantee of 3% (Three percent) of the contract price in addition to other deposits mentioned elsewhere in the contract for his



proper performances and due fulfillment of the terms and conditions of the Contract, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Bid Data (15 + 1 working days) from the date of issue of letter of acceptance. If EMD is deposited then that will be adjusted against a part of Performance Guarantee. This period can be further extended by the Employer up to a maximum period as specified in bidding data on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Employer. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs.10,000/-) or Deposit at Call receipt of any scheduled Bank/Banker's Cheque/Demand Draft/Pay Order of any scheduled bank (in case guarantee amount is greater than Rs.50000/-) or accordance with the form annexed hereto.

The Performance Security is a Part of the Security Deposit. The Total SD = 10%. While Performance Security is deposited within a stipulated day as mentioned above, the rest of the SD i.e. 7% will be deducted in installments from each R/A bill. No preference will be given to NSIC/MSME firms on SD/PG.

- ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 365 days thereafter. 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 Employer shall not claim under the performance guarantee except for amounts to which the Employer is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the Contract) 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 employer may claim the full amount of the Performance Guarantee.
  - b) Failure by the Contractor to pay the Employer any amount due, either as agreed by the contractor or determined under any of the Clause/Conditions of the Contract, within 30 days of the service of notice to this effect by Employer.
- iv) In the event of the Contract being determined or rescinded under provision of any of the Clause/Condition of the Contract, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Employer.

All compensations or the other sums of money payable by the Contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the Contractor by the Employer on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the Contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months ) endorsed in favour of the Employer, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be mentioned above and the Earnest money if deposited in cash at the time of tenders will be treated a part of the Security Deposit.

**Note- 1: Government** papers tendered as security will be taken 5% (five per cent) below its market prices or at its face value, whichever is less. The market price of Government paper would be ascertained by the Employer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if

necessary.

**Note –2:** Government Securities will include all forms of Securities mentioned in rule No.275 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

- v) The performances Guarantee shall be continuous and revolving for the warranty period. In case, the Bank Guarantee shall be replenished by an equal amount within 15 days by the contractor.

### **3.2 Earnest Money and its Conversion to Security Deposit:**

Earnest Money **Deposit (EMD) = Rs. 79,000.00** is a part of security Deposit (SD) of 10 % of the bid value of the work through PG = 3% as stated in (i) above. 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 or in the form of Government Securities or fixed deposit receipts. SD will be held for 365 days after completion of work, during which the contractor is responsible for attending and rectifying all complains on his work). Earnest Money is to be deposited as DD or Bank Guarantee on any nationalized bank, which will be returned to the unsuccessful bidders within 30 working days after finalization of bid. For NSIC/MSME firms EMD is exempted though there is no exemption or preference in i) bid value, ii) Performance Security (3%) and iii) Security Deposit (=10%) for those having certificate of NSIC/MSME.

## **4.0 Execution of Work**

### **4.1 Works to Be Executed in Accordance with Specifications, Drawings, Orders Etc.:**

The Contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The Contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Employer 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 specifications specified in Bidding Data 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 supervision 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.

### **4.2 Deviations/Variations Extent and Pricing:**

The Employer shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non- availability of a portion of the site or for any other reasons and the Contractor shall be bound to carry out the works in accordance with any instructions

given to him in writing signed by the Employer and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do in the manner 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. 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 calculated in (i) above or such further additional time as may be considered reasonable by the Employer.

The completion cost of any agreement for Maintenance works including works of up gradation, aesthetic, special repair, addition/ alteration should not exceed 1.25 times of Tendered amount. Any further deviation beyond this limit upto 1.5 times of tendered amount shall be approved by the competent authority with recorded reason and in exceptional case, the competent authority shall have full power to approve the deviation beyond 1.50 times of tendered amount with recorded reason and take suitable corrective action.

In the case of Extra Item(s) being the schedule items [CPWD / PWD (WB)], these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount (if applicable).

Payment of Extra items in case of non-schedule items [Non CPWD / PWD (WB) / items] shall be made as per the prevailing market rate.

In the case of Substitute Item(s) being the schedule items [CPWD / PWD (WB)], these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount. The Contractor shall send to the Employer once every three months an up to 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 Employer which he has executed during the preceding quarter failing which the Contractor shall be deemed to have waived his right. However, the Employer may authorize consideration of such claims on merits.

Any operation incidental to or necessarily has to be in contemplation of bidder 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 bidder or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

In case any item/ items or part thereof are not covered under these specifications, the same shall be carried out as per relevant part of the CPWD General Specification for Electrical Works as amended upto date, relevant electricity act BIS/IEC and as per direction of Engineer –in - Charge. These additional specifications are to be read in conjunction with above and in case of variations- specifications given in this additional conditions shall apply. However, nothing extra shall be paid on account of these additional specifications and conditions, as the same are to be read along with schedule of quantities for the work. In case of discrepancy among the specifications/conditions as mentioned above the precedence given in general condition of contract shall be followed.

#### **4.3 Action in Case Work Not Done as per Specification:**

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 Employer, his authorized subordinates in charge of the work and all the superior officers, Standing Quality Control Cell of the Institute, and the Contractor shall, at all times, during the usual working hours and at all other times 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 Employer or his authorized subordinates in-charge of the work or to the Standing quality control cell 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 within six months of the completion of the work from the Employer specifying the work, materials or articles or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charges and cost. In the event of the failing to do so within a period specified by the Employer in his demand aforesaid, then the Contractor shall be liable to pay compensation at the same rate as under clause 8.2 of the contract (for non-completion of the work in time) for this default.

In such case the Employer 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 Employer to be conveyed in writing in respect of the same will be final and binding on the Contractor.

#### **4.4 Contractor Liable for Damages, Defects during Defects liability period:**

If the Contractor or his working staff 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 grassland, or cultivated ground contiguous to premise 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, shrinkages or other faults appear in the work within the period as specified in the Bidding Document after a certificate final or otherwise of its completion shall have been given by the Employer as aforesaid arising out of defect or improper materials or workmanship the Contractor shall upon receipt of the notice in writing on that behalf make the same good at his own expense or in default the Engineer 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 defects liability period 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.

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

#### **4.5 Contractor Shall Supply Tools & Plants etc.:**

The Contractor shall provide at his own cost all materials, plant, tools, appliances, implements, ladders, corkage, 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 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 Employer at the expense of the Contractor, under this contract or otherwise and / or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

#### **4.6 Employment of Technical Staff and Employees: Contractor's Superintendence, Supervision, Technical Staff & Employees.**

- i) The contractor shall provide all necessary superintendence during execution of the work and all 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 Bid and before commencement of the work, intimate in writing to the Employer the name(s), qualifications, experiences, 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 Bidding Document. The Employer shall with 3 days of receipt of such communication intimate in writing his approval or otherwise of such representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the bid accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Employer and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any maintenance related activity is in progress and also present himself/themselves, as required, to the Employer and/or his designated representative to take instructions. Instructions given to the technical representative(s) shall be deemed to have the same post as if these have been given to the contractor. The principal technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test



checking of measurement of works and whenever so required by the Employer or his designated representative(s) in the Site Order Book and shall affix his/their signature(s) in token of noting down the instructions and in token of acceptance of measurements/checked measurements/test checked measurements. The representatives(s) by more than two days. If the employer, whose decision in this respect is final and binding on the contractors 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 (non- refundable) shall be affected from the contractor as specified in Binding Data and the decision of the Employer as recorded in the Site Order Book and measurements recorded. Checked/test checked in Measurement Books shall be final and binding on the contractor.

Further if the contractor fails to appoint a suitable principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the employer shall have full power to suspend the execution of the work until such date as a 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 Employer.

- ii) 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 minimum strength of trained and certified workers shall be 5% of the total strength employed. The accepted certification shall be granted by government authorize organizations.

The Employer shall be a 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 Employer to be undesirable. Such person shall not be employed again at works site without the written permission of the Employer and the persons so removed shall be replaced as soon as possible by competent substitutes.

## **5.0 Materials to be provided by the Contractor**

The Contractor shall, at his own expense, provide all materials, required of the works other than those, which are stipulated to be supplied by the Employer.

The Contractor shall, at his own expense and without delay; supply to the Employer samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The Contractor shall, if requested by the Employer furnish proof, to the satisfaction of the Employer that the materials so comply. The Employer shall within thirty 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 are not approved, the Contractor shall forthwith arrange to supply to the Employer for his approval fresh samples complying with the specifications laid down in the contract. When

materials are required to be tested in accordance with specifications, approval of the Employer shall be issued after the test result is received.

The Contractor shall his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Employer. 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 Employer may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Employer and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Employer or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the Contractor shall afford every facility and every assistance in obtaining the right to such access.

The Employer shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Employer shall be at liberty to employ at the expense of the Contractor, other person to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Employer shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Employer because the same to be supplied and all costs that may attend such removal and substitution shall be borne by the Contractor.

#### **5.1 Dismantled Material Institute Property:**

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 of to be best advantage of Institute according to the instructions in writing issued by the Employer.

#### **6.0 Measurement and Payment**

##### **6.1 Measurements of Work Done:**

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

All measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works performed under the contract. All measurements and levels shall be taken jointly by the Engineer or his authorized representatives and by the contractor or his authorized representatives from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorized representative is not available and the work

of recording measurements is suspended by the Engineer shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer or his representatives shall be deemed to be accepted by the Contractor.

The contractor shall, without extra charges, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

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

The Contractor shall give not less than seven days' notice to the Employer or his authorized representative in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and placed beyond reach of measurement any work without consent in writing of the Employer or his authorized representative in-charge of the work who shall within the aforesaid period of seven day inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Employer's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Employer or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels. It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or 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.

## **6.2 Intermediate Payment:**

No payment shall be made for work, of a low value or less till after the whole of the work shall have been completed and certificate of completion given. For Works estimated to cost over 3 Lacs or monthly bill whichever is less, the interim or running account bills shall be submitted by the Contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every Two Months fixed for the same by the Employer. 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 above limits (i.e. Rs. Three Lakh or monthly bill whichever is less), in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved.

Employer shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the Contractor to submit the bills, Engineer shall prepare or cause to be prepared such bills in which event 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 Employer certifying the sum to which the Contractor is considered entitled by way of interim payment at such rates as decided by the Employer. The amount admissible shall be paid by 21 working days after the day of presentation of the bill by the Contractor to the Engineer together with the account of the material issued by the department, or dismantled materials, if any. All such interim payments shall be regarded as payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Employer relating to the work done or materials delivered forming part of such payment, 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 in any respect conclude, determine or affect in any way powers of the Employer under the contract or any of such payments be treated as final settlement and adjustment 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 Employer to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC etc. and whatever applicable are submitted by the contractor to the Engineer-in-Charge. GST: - Regarding the amount of GST, if any, charged by the contractor from the Institute on account of the services rendered by him, the copy of challan of GST must be submitted by the contractor with next month bill.

### **6.3 Completion Certificate and Completion Plans:**

Within ten days of the completion of the work, the Contractor shall give notice of such completion to the Employer and within thirty days of the receipt of such notice the Employer shall inspect the work and if there is no defect in the work, shall furnish the Contractor with a final certificate of completions, 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 completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for 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 cleaned off the dirt from all wood work, windows, walls, floor or other parts of the building, in upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Employer. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, 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 work, the Employer may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.



#### **6.4 Payment of Final Bill:**

The final bill shall be submitted by the Contractor in the same manner as specified in interim bills within one month of physical completion of the work or within one month of the final certificate of completion furnished by the Employer whichever is earlier. No further claims shall be made by the Contractor after submission of the final bill but these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of item in dispute, for quantities and rates as approved by Employer, will as far as possible be made within a period of three months, the period being reckoned from the date of receipt of the bill by the Engineer, complete with account of dismantled materials.

#### **6.5 Secured Advance on Non-Perishable Materials:**

NO SECURED ADVANCE WILL BE PAYABLE BY THE INSTITUTE.

#### **6.6 Compensation during Warlike Situation:**

The work (whether fully constructed or not) and all materials, tools and plants, scaffolding, temporary building and other things connected therewith shall be at the risk and cost of the Contractor until the work has been delivered to the Employer and a certificate from him to that effect obtained. In the event of the work or any materials property brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation (i.e. War, border skirmishes, invasion, act of foreign enemies, rebellion, revolution, insurrection of military or usurped powers, or civil war, action against terrorist/militants), the Contractor shall, when ordered (in writing) by the Employer to remove any debris from the site, collect and property 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 the 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 Employer, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed by reasons stated above.

#### **6.7 CONTRACTOR INTEGRITY:**

The Contractor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract. But not already measured and paid for, the compensation shall be assessed by the employer. The contractor shall be paid for the damages/destructions suffered and for the restoring the material at the rate based on analysis of rates tendered for accordance with the provision of the contract. The certificate of the employer regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties of 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 precaution against air raid as are deemed necessary by the

A.R.P. officers or the employer (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 expansion of time for its completion as is considered reasonable by the employer.

## **7.0 Observance of Labor Regulation.**

### **7.1 Recovery of compensation paid to workmen:**

In every case in which by virtue of the provisions sub-section (1) of Sec.12 of the workmen's compensation act 1923, Institute is obliged to pay compensation to a workmen employed by the contractor, in execution of the works, Institute will recover from the contractor the amount of the compensations 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 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 found to contest any claim made against it under sub-section (1) Section-12 of the same Act, except on the written request of the contractor and upon his giving to Institute full security for all costs for which might become liable in consequence of contesting such claim.

### **7.2 Ensuring Payment and Amenities to Workman, if Contractor fails:**

In every case in which by virtue of the provisions of the Contract Labour (Regulations and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1977, or any other recent rules enacted by Central Government, the Institute is obliged to pay any wages to a workmen employed by the Contractor in execution of the works, or to incurred any expenditure in providing wale fare and health amonites required to be provided under the above said Act, And the rules under clause 7.10 or under the Contractor Labour Regulations of under the Rules framed by Government from time to time for the protection for health and sanitary arrangement for workers employed by Contractor the Institute will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred : and without prejudice to the rights of Institute under sub-section (2) of section 20, and sub-section (4) of section 21 of the Contract Labour (Regulation and Abolition) Act, 1970, the Institute shall be at liberty to recover such amount of any part thereof by deducting it from the security deposit or from due by Institute to the Contractor whether under this Contract or otherwise Institute shall not be bound to contest any claim maid against under sub-section (1) of Section 20, Sub-section (4) of section 21, of the said act, except on written request of the contractor and upon his giving to the Institute full security for which Institute might become liable in contesting such claim.

### **7.3 Existing Labour Laws and subsequent amendments, if any, during the currency of contract to be Complied:**

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 provisions 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.

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

#### **7.4 Payment of Wages:**

- i) The Contractor shall pay to labour employed by him either directly or through sub-contractors wages not less than fair wages as defined in 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 amended in time to time by the government, applicable.
- ii) 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.
- iii) 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 contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorized 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.
- iv)
  - a) The Employer concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for mankind 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 Employer shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same in the persons entitled thereto from any money due to the contractor by the Employer concerned.
- v) 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 there under from time to time.
- vi) The contractor shall indemnify and keep indemnified the Institute against payments to be made under and for the observance of the laws aforesaid and the Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.

- vii) 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.
- viii) Whatever is the minimum wage for the time being, or if the wages payable is higher than such wage, such wage shall be paid by the Contractor to the workmen directly without the intervention of Supervisor and the Supervisor shall not be entitled to deduct or recover any amount from the minimum wages payable to the workmen as and by way of commission or otherwise.
- ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Supervisor from the wage of workmen.
- x) Wages due to every worker shall be paid to him direct by contractor through Bank or ECS or online transfer to his bank account.
- xi) All wages shall be paid through Bank or ECS or online transfer.

#### **7.5 Arrangement for safety Provisions:**

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 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.5000/- for each default and in addition the Employer shall be a liberty to made arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the Contractor.

#### **7.6 Submission of Labour Return:**

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

- 1) the number of labourers employed by him on the work,
- 2) their working hours,
- 3) the wages paid to them,
- 4) 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
- 5) the number of female workers who have been allowed maternity benefit according to Clause 7.8 and the amount paid to them.

Failing which the Contractor shall be liable to pay to the Institute, a sum not exceeding Rs.500/- for each default or materially incorrect statement. The decision of the Employer shall be final in deducting from any bill due to the Contractor the amount levied as fine and be binding on the contractor.

#### **7.7 Rules Framed by Govt. To Be Compiled:**

In respect of all labour directly or indirectly employed in the works for the performance of the Contractor's part of this contract, the Contractor shall comply with or causes to be complied with all the rules framed by Government from time for the protection of health and sanitary an arrangement for workers employed by the contractors.

#### **7.8 Leave and Pay Regulation:**

Leave and pay during leave shall be regulated as follows:

**1. Leave:**

- i) in the case of deliver, maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day.
- ii) In the case of miscarriage- up to 3 weeks from the date of miscarriage.

**2. Pay:**

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

**3. 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.

**4. The Contractor shall maintain register of maternity (benefit) in the prescribed form, and the same shall be kept at the place of work.**

**7.9 Default of any of the Provisions of Contractors' Labour Regulation:**

In the event of contractor(s) committing a default or breach of any of the provisions, Contractors' 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 filling 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.500/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced by Rs.200/-per day for each day of default subject to a maximum of 5% of the estimated cost of the work put to tender. The decision of the Employer shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the Contractor(s) is / or not properly observing and complying with the provisions of the Contractor's Labour Regulations and Model Rules and the provision of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (RA) Central Rules 97, for the protection of Health and sanitary arrangement for work people employed by the Contractor(s) (hereinafter referred as "the said rules") the Employer shall have power to gives notice in writing to the Contractor(s) requiring that the said rules be complied with and the amenities prescribed therein be provide to the work people shall fail within the period specified in the notice to comply with an / observe the said rules and to provides the amenities to the work people as aforesaid, the



Employer 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 approve standards all necessary tents and sanitary arrangements required for his /their work people on the sites in connection with the execution of the work, and if the same shall not have been erected or constructed according to approved standards, the employer shall have the power to give notices in writing to the Contractor(s) requiring that the said tents and sanitary arrangements be remodeled and / or reconstructed 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 notices the Employer shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the Contractor(s).

#### **7.11 Removal of Contractor's Employee:**

The Employer 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.

#### **8.0 Operation of Contract:**

##### **8.1 Time and Extension for delay:**

This provision of delay/time over run is not applicable generally to maintenance work as it is to be attended in schedule time, however for general terms and conditions it is stated that, the time allowed for execution of the works as specified in the bidding data or the extended time in accordance with these conditions shall be the essence of the contract. The execution of works shall commence from such time period as mentioned in letter of acceptance 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 or remedy available in law, be at liberty to forfeit the Earnest Money and performances guarantee absolutely.

As soon as possible after the contract is concluded the Contractor shall submit a time and Progress Chart and get it approved by the Employer. It shall indicate the forecast of the dates of commencements and completion of various trades of sections of the work and may be amended as necessary by agreement between the Employer and the Contractor and further to ensure good progress during the execution of the work, the Contractor shall in all cases, complete the work as per schedule.

If the work (s) be delayed by

- i. force majeure events, or
- ii. abnormally bad weather, or
- iii. serious loss of damage by fire, or
- iv. civil commotion, local commotion of workmen, strike (excluding by party's employees) or lock out (excluding by party's employees), affecting any of trades employed on the work, or
- v. delay on the part of other contractors or Tradesmen engaged by Employer in executing work not forming part of the contract, or
- vi. any other cause which, in the absolute discretion of the authority mentioned in bidding data is beyond the Contractor's control and not brought about at the instance of the

Contractor claiming to be affected by such event. Then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Employer 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 Employer to proceed with the works.

Request for rescheduling of the work 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.

In any such case the authority mentioned in Bidding Data may give a fair and reasonable extension of time. Such extension shall be communicated to the contractor by the Employer in writing, within two 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 Employer and this shall be binding on the Contractor.

## **8.2 Compensation for Delay:**

All works/complaints assigned by NIT Durgapur are to be attended to and completed/resolved within the stipulated time as per direction of Engineer-in-Charge, failing which the authority reserves the right to take appropriate action as per relevant CPWD rules.

## **8.3 When contract can be determinative:**

The indicative cases which might lead to the contract be determinative are as follows:

- i) Not following the safety norms even after repeated warnings
- ii) Not rectifying, reconstructing or replacing any defective work
- iii) Without reasonable cause has suspended progress of work
- iv) Persistently neglects to carry out his contractual obligations
- v) If at a later stage after award of work it has been found out that the contractor has secured the work due to wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- vi) If the work is not started within the stipulated time
- vii) If the contractor fails to mobilize his tools, tackles and manpower in case of any breakdown or other exigencies within an hour from the time and reporting of such occurrence.
- viii) If the contractor becomes insolvent or his company is wound up by an order of Court

## **8.4 Foreclosure of Contract due to abandonment or reduction in scope of work:**

If at any time after acceptance of the bid, the employer / government 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 employer shall give notice in writing to the Contractor and the Contractor shall act accordingly in the matter. The contractor shall have not claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derive from the execution of the works in full but which he did not derive in consequences 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, areas on able amount as certified by the Engineer for the items hereunder mentioned which would not be utilizes on the work to the full extent in view of the foreclosure:

- i) Any expenditure incurred on preliminary site work, e.g., temporary access roads, temporary labour huts, staff quarters and sites office; storage accommodation and water storages tanks.
- ii) 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, government/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 the government/Institute, cost of such materials as detailed by Engineer, shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which day have been caused to materials whilst in the custody of the Contractor.
- iii) Reasonable compensation for transfer of T & P from site to Contractor's permanent stores or to his works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- iv) Reasonable compensation for repatriation of Contractor, site staff and imported labour to the extent necessary.

The Contractor shall, if required by the Engineer furnish to him books of accounts, Wage books, time sheet and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amounts of items on (i) (iii) & (iv) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closures i.e., total stipulated cost of the work as per accepted bid less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the government/institute as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the employer shall be entitled to recover or be credited with any outstanding balances due from 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 government/Institute from the contractor under the terms of contract.

## **8.5 Cancellation of Contract in full or part:**

If Contractor:

- i) at any time makes default in proceedings with the works or any part of the work with the due diligence and continues to do so after a notice in writing of seven days from the employer: or
- ii) commits default to complying with any of the terms and condition of the contract and does not remedy it or take effectives steps to remedy it within seven days after a notice in writing is given to him in that behalf by the Employer: or
- iii) fails to complete the works or items of work with individual dates of completion, on or before the date (s) of completion, and does not complete them within the periods specified in a notice given in writing in that behalf by the employer: or

- iv) shall offer or give or agree to give to any person in Institute 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 these or any other contract for government/Institute: or
- v) 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 accepting authority / employer: or
- vi) shall obtain a contract with the Institute as a result of wrong tendering or other non-bonafide methods of competitive tendering: or
- vii) 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 voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration for his Estate or if a Trust Deed be executed by him for benefit of his Creditors : or
- viii) being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager: or
- ix) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days: or
- x) assigns, transfers, sublets (engagement of labour on piece work basis or of labour with materials not 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 without the prior written approval of the Accepting Authority:

The Accepting Authority may, without prejudices to any other right or remedy, which shall be accrued or shall accrue hereafter to government/Institute by a notice in writing to cancel the contract as a whole or only such items of work in default from the contract.

The Employer shall on such cancellation by the Accepting Authority have powers to:

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

On cancellation of the contract in full or in part, the Employer shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by Institute. In determining the amount, credit shall be given to the contractor for the value



of the work executed by him up to the time of cancellation, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

Any excess expenditure incurred or to be incurred by Institute in completing the works or part of the works or the excess loss or 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 be recovered from any moneys due to the contractor on any account, and if such moneys are not sufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Employer shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract. Any sums in excess of the amount due to Institute and unsold materials, constructional plant etc. shall be returned to the contractor, provided always that if cost or anticipated cost of completion by Institute of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

#### **8.6 Termination of Contract after Death of Contractor:**

Without prejudice to any of the rights or remedies under this contract if the Contractor dies, the Registrar on behalf of the Director of Institute shall have the option of terminating the contractor without compensation to the Contractor.

#### **9.0 Dispute Resolution Mechanism:**

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

#### **9.1 Dispute Resolution Board:**

If any dispute arises between the Employer and the Contractor in connection with, or arising out of, the Contractor or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after the repudiation or other termination of the Contractor including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred to the dispute resolution board herein after called "the board."

The board shall comprise of Tender Committee members or any other Committee set up by the Institute for this purpose. The board at its discretion may co-opt any other officer if in its opinion it may help in resolving the dispute. Either party may refer a dispute to the Board. The board shall give a decision in writing within 30 days of reference of dispute. Either party may refer a written decision of the Board. If neither party refers the disputes to

Arbitration with 30 days, the Board's decision will be final and binding.

Employer at its discretion may change any of the member of the Board.

## **9.2 Arbitration:**

Any dispute in respect of which the recommendation, if any, of the dispute resolution board has not become final and binding shall be finally settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and the rules made there under and for the time being force. The arbitrator shall have full power to open up, review and revise any decision, and any recommendation of the conciliator related to the dispute.

A sole Arbitrator shall be appointed by the appointing authority as defined in contract data within 30 days of receipt of request from either party. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his offices due to any reason whatsoever, another arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with same reference from the stage at which it was left by his predecessor.

It is a term of this contract that the arbitrator shall adjudicate only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases 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 he 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 in India as may be fixed by the arbitrator in his sole discretion.

Neither party shall be limited in the proceedings before such arbitrator to the evidences nor did arguments put before the conciliator for the purpose of obtaining its recommendation / decision. No recommendation shall disqualify conciliator or Employer from being called as a witness and giving evidence before the arbitrator on any matter whatsoever relevant to the dispute.

## **10. Miscellaneous provisions:**

- i) "Nothing contained in this Contractor shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- ii) Any failure or delay on the part of any party to exercise right or power under this contract shall not operate as waiver thereof.
- iii) The Contractor shall notify the Employer of any material changes in their status, in particular, where such change would impact on performance of obligations under this contract.
- iv) Each member / constituent of the Contractor, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer for performance of works / services including that of its Associates / Sub-Contractors under the contract.
- v) The Contractor shall at all times indemnify and keep indemnified the Employer

- against all claims / damages etc. for any infringement of any Intellectual Property Right (IPR) while providing its services under the project.
- vi) The Contractor / Consultant shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's / Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor / Consultant.
  - vii) The Contractor / Consultant shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s) employed engaged or otherwise working for the contractor, in respect of wages, salaried, remuneration, compensation or the like.
  - viii) All claims regarding indemnity shall survive the termination or expiry for the Contract.
  - ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor / Consultant) for any engagement, service or employment in any capacity in any office or establishment of the Government of India of the Employer.

#### **11. Laws Governing the Contract:**

This contract shall be governed by the Laws of India for the time being in force.

#### **SAFETYCODE**

1. 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 inclination not steeper than  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  horizontal and 1 vertical.)
2. Scaffolding of staging more than 3.6 m (12 ft.) above the ground or floor, swung or suspended from an overhead supports or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3 ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outsides and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. 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 (12 ft.) aboveground level or floor level, they should be closely boarded, should have adequate width and should be suitable fastened as described in (2) above.
4. Every opening in the floor of 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. (3 ft.).
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm.

(11 ½th) for ladder up to and including 3 m. (10ft.) in length. For longer ladders, this width should be increased at least 1/4<sup>th</sup> 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 defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

6. Excavation and Trenching – All trenches 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. (3 ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5 ft.) 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. (5 ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
7. Demolition – Before any demolition work is commenced and also during the progress of the work,
  - i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - ii) 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.
  - iii) 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.
8. All necessary personal safety equipment as considered adequate by the Employer should be kept available for 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.
  - i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
  - ii) 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 goggles.
  - iii) Those engaged in welding works shall be provided with welder's protective eye-shields.
  - iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
  - v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the



contractor shall ensure that the following safety measure are adhered to: -

- a) Entry for workers into the line shall not be allowed except under supervision of the EA or any other higher officer.
- b) 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.
- c) Before entry presence of Toxic gases should be tested by inserting wet lead acetate paper which changes color in the presence of such gases and gives indication of their presence.
- d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
- e) Safety belt with rope should be provided to the workers. While working inside the manholes such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
- f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
- g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
- h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Employer may decide the time up to which a worker may be allowed to work continuously inside the manhole.
- j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non-sparking gas engines also could be used but they should be placed at least 2metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
- m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.

- n) Workmen descending a manhole shall try each ladder 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.
  - o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
  - p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Employer regarding the steps to be taken in this regard in an individual case will be final.
- vi) 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: -
- a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
  - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scraped.
  - c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
9. The Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use: -
- (i) White lead, sulphate of lead or product containing these pigments, 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) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
  - (v) Overall shall be worn by working painters during the whole of working period.
  - (vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
  - (vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by the Employer.

- (viii) The Employer may require, when necessary medical examination of workers.
- (ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
10. When the work is done near any place where there is risk of drowning, all necessary equipment 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.
11. 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 which 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) In case of departmental machines, the safe working load shall be notified by the Electrical Employer. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Employer whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
12. 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 energized, insulating mats, wear any rings, watches and carry keys or other materials which are good conductors of electricity.
13. All scaffolds, ladders and other safely 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.
14. 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.

15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Employer of the department or their representatives
1. 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.

## **B. MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS**

### **1. APPLICATION**

These rules are indicative only. The contractor shall abide by such rules and in addition to that he/she may take all other measures as deem fit.

These rules shall apply to all buildings and construction / maintenance works 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 / maintenance work on any day during the period during which the contract work is in progress.

### **3. FIRST-AID FACILITIES**

- i) At every work places there shall be provided and maintained, so as to be 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 contracts labour employed does not exceed 50-

Each first-aid box shall contain the following equipment: -

1. 6 small sterilized dressings.
2. 3 medium size sterilized dressings.
3. 3 large size sterilized dressings.
4. 3 larges sterilized burn dressings.
5. 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
6. 1 (30ml.) bottle containing Sal volatile having the dose and mode of administration indicated on the label.



7. 1 snakebite lancet.
  8. 1 (30gms.) 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 5gms.) of aspirin.
  12. Ointment for burns.
  13. A bottle of suitable surgical antiseptic solution.
- b) For work places in which the number of contracts labour exceed 50.

Each first-aid box shall contain the following equipment.

1. 12 small-sterilized dressings.
  2. 6 medium size sterilized dressings.
  3. 6 large size sterilized dressing.
  4. (15gms.) packets sterilized cotton wool.
  5. 1 (60ml.) bottle containing a two per cent alcoholic solution iodine.
  6. 1 (60ml.) bottle containing Sal volatile having the dose and mode of administration indicated on the label.
  7. 1 roll of adhesives plaster.
  8. 1 snake bite lancet.
  9. 1 (30gms.) bottle of potassium permanganate crystals.
  10. 1 pair scissors.
  11. 1 copy of the first aid leaflet issued by the Director General Factory Advice Service and Labour Institutes / Government of India.
  12. A bottle containing 100 tablets (each of 5gms.) of aspirin.
  13. Ointment for burns.
  14. 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 contracts labour employed is 150 or more.
- vii) In work places where the number of contracts 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 hour 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. WASHING FACILITIES (Optional for maintenance Work, UNDER DISCRETION OF INSTITUTE)**

- i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.
- ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.
- iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

**5. LATRINES AND URINALS (OPTIONAL FOR MAINTENANCE WORK, UNDER DISCRETION OF INSTITUTE)**

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

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

- 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 nonabsorbent 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) a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men Only" or "For Women Only" as the cases may be.  
  
b) The notice shall also bear the figure of a man or of a woman, as the case maybe.
- v) The shall be at least one urinal for male workers up to 50 and one for female workers up to fifty employed at a time, provide 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 manures).
- ix) The contractor shall at his own expense, carry out all instructions issued to him by the Employer 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.

**6. PROVISION OF SHELTER DURING REST (OPTIONAL FOR MAINTENANCE WORK, UNDER DISCRETION OF INSTITUTE)**

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 3metres (10 ft.) 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 0.6sq.m.(6sft) per head.

**7. CRECHES (OPTIONAL FOR MAINTENANCE WORK UNDER DISCRETION OF INSTITUTE,)**

- i) 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.

- ii) 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.
- iii) The contractor shall supply adequate number of toys and games in the playroom and sufficient number of cots and beddings in the bedroom.
- iv) The contractor shall provide one ayaa to look after the children in the crèche when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.
- v) The use of the rooms earmarked as crèches shall be restricted to children, their attendants and mothers of the children.

**8. CANTEENS (OPTIONAL FOR MAINTENANCE WORK, UNDER DISCRETION OF INSTITUTE)**

- i) 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 are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.
- ii) The canteen shall be maintained by the contractor in an efficient manner.
- iii) The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.
- iv) The canteen shall be sufficiently lighted at all times when any person has access to it.
- v) The floor shall be made of smooth and impervious materials and inside walls shall be lime washed or color washed at least once in each year.

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

- vi) The premises of the canteen shall be maintained in a clean and sanitary condition.
- vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- viii) Suitable arrangements shall be made for the collection and disposal of garbage.
- ix) The dining hall shall accommodate at a time 30 percent of the contract labour working at a time.
- x) 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 (10sft) per diner to be accommodated as prescribed in sub-Rule 9.



- xii) a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.
    - b) Washing places for women shall be separate and screened to secure privacy.
  - xiii) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule9.
- 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 building.
  - b) The depreciation and maintenance charges for the building and equipments provided for the canteen.
  - c) The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils.
  - d) The water charges and other charges incurred for lighting and ventilation.
  - e) The interest and amounts spent on the provision and maintenance of equipment provided for the canteen.
- xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

## **9. ANTI-MALARIAL/ ANTI COVID-19 PRECAUTIONS**

The contractor shall at his own expense, conform to all anti-malarial/anti Covid-19 instructions given to him by the Employer including the filling up of any borrow pits which may have been dug by him.

- i) The above rules shall be incorporated in the contract and in notice inviting tenders and shall form an integral part of the contracts.
- ii) SOP containing latest Covid-19 protocol issued by GoI/ GoWB/NITD.

- 10.** The above rules shall be incorporated in the contract and in notice inviting tenders and shall form an integral part of the contracts.

## **11. AMENDMENTS**

NIT Durgapur 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.

# **A CONTRACTOR'S LABOUR REGULATIONS**

## **1. SHORT TITLE**

These regulations may be called Contractors Labour Regulations.

## **2. DEFINITIONS**

- i) **Workman** means any person employed by contractor directly or indirectly through a subcontractor 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 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 for any work and includes a subcontractor.

- iv) **Wages** shall have the same meaning as defined in the Payment of Wages Act.
- 3.
  - 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 government 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 6days.
    - c) Where a contractor is permitted by the Employer 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.

#### **5. PAYMENT OF WAGES**

- i) The contractor shall fix wage periods in respect of which wages shall be payable.
- ii) No wage period shall exceed one month.
- iii) 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.
- iv) 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.

- v) All payment of wages shall be made by crediting the wages in the bank account of the worker
- vi) 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.
- vii) 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 Employer under acknowledgment.

## **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 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 imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.
- (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 any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.
- (v) No fine imposed on any worker shall be recovered from him by instalment, 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

- (i) The contractor shall maintain a **Register** of persons employed on contract in Form XIII of the CL (R&A) Central Rules 1971.
- (ii) The contractor shall maintain a **Master 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.
- (iii) 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.
- (iv) **Register of accident** – The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
  - a) Full particulars of the labourers who met with accident. Rate of Wages.
  - b) Sex.
  - c) Age.
  - d) Nature of accident and cause of accident.
  - e) Time and date of accident.
  - f) Date and time when admitted in Hospital.
  - g) Date of discharge from the Hospital.
  - h) Period of treatment and result of treatment.
  - i) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
  - j) Claim required to be paid under Workmen's Compensation Act.
  - k) Date of payment of compensation.
  - l) Amount paid with details of the person to whom the same was paid.
  - m) Authority by whom the compensation was assessed.
  - n) Remarks.
- (v) The contractor shall maintain a **Register of Fines** in the Form XII of the CL (R&A) Rules 1971.

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.

- vi) The contractor shall maintain a **Register of deductions for damage** or loss in Form XX of the CL (R&A) Rules 1971.
- vii) The contractor shall maintain a **Register of Advances** in Form XXIII of the CL (R&A) Rules 1971.
- viii) The contractor shall maintain a **Register of Overtime** in Form XXIII of the CL (R&A) Rules 1971.

#### 8. **ATTENDANCE CARD-CUM-WAGESLIP**

- i) The contractor shall issue an Attendance card-cum-wage slip to each workman employed by him.
- ii) The card shall be valid for each wage period.
- iii) 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.
- iv) The card shall remain in possession of the worker during the wage period under reference.
- v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- vi) 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.

#### 10. **SERVICE CERTIFICATE**

On termination of employment for any 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.

#### 11. **PRESERVATION OF LABOUR RECORDS**

All record 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 Employer or Labour Officer.

#### 12. **POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY**

The Labour Officer or any person authorized by Central Government on their behalf shall have power to make enquires 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.

## **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 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: -
  - a) An officer of an association of employers of which he is a member.
  - b) An officer of a federation of associations of employers to which association referred to in clause (a) is affiliated.
  - c) Where the employers are 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 notices is received or to the Labour Officer or any other person, authorized 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 Employer shall be final.

**(Note:** Necessary Formats in which records are to be maintained and returns to be submitted shall be provided by the Employer.)

## **19. OTHERS**

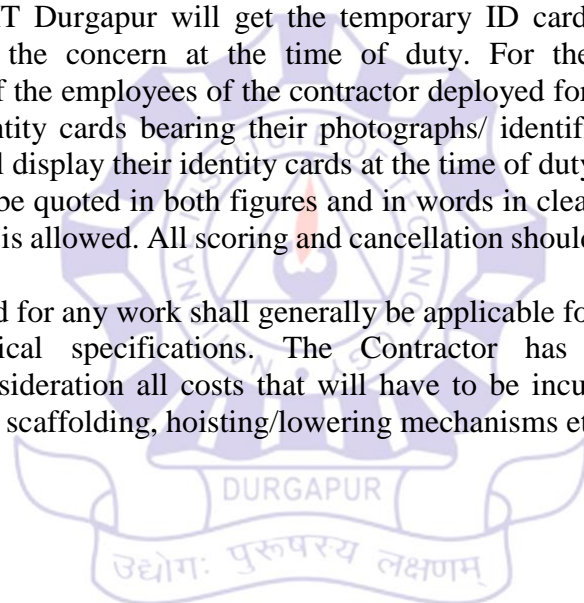
(a) The Contractor has to make his own arrangement for the safety of his workman. Department shall not be responsible in case of any accident taking place during the work. All the staff engaged by the contractor shall be purely his liability and department in no way shall be responsible for any compensation for any of their acts/ accidents. In case any accident occurs during the execution of the work leading to injuries, damages to human being equipment and or loss of life, the contractor shall be fully responsible for setting all claims and indemnity the department against any claims arising out of such accident.

(b) Contractor team at site shall be in uniform (of the approved pattern) during the duty time which should be proper, clean and tidy.

(c) Any unauthorised person (or visitor) shall not be allowed to come inside the campus without the approval of Engineer in charge and Security officer. Staff deployed at NIT Durgapur will get the temporary ID card and which shall be available with the concern at the time of duty. For the purpose of proper identification of the employees of the contractor deployed for the work, contractor shall issue identity cards bearing their photographs/ identification etc. and such employees shall display their identity cards at the time of duty.

(d) Rates shall be quoted in both figures and in words in clear and legible writing. No overwriting is allowed. All scoring and cancellation should be countersigned by the Contractor

(e) Rates quoted for any work shall generally be applicable for work at any heights and or technical specifications. The Contractor has also to take into cognizance/consideration all costs that will have to be incurred for constructing rigid platforms, scaffolding, hoisting/lowering mechanisms etc.





# **NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR**

## **SPECIAL TERMS & CONDITIONS**

For any discrepancy between the General Conditions and these Special Terms and Conditions, the more stringent shall apply

1. The person / persons, whose tender(s) may be accepted shall permit the NIT at the time of making any payment to him for work done under the contract to deduct such sum as along with the sum already deposited, as Earnest Money will amount @ 3% of the ordered value as Performance Security Deposit.
2. Monthly running bill may be submitted by the contractor along with the detailed progress report and describing the reasons for delay, if any also, the revised activity schedule be submitted. Details of labour payment made, copy of labour license / registration number. All Taxes & duties as stipulated by Govt. of India will be recovered from the bills.
3. Secured advance on non-perishable materials or any other advance may not be paid to the contractor if the Engineer – in – charge desires so.
4. If the contractor fails to maintain the required progress to complete the work and clear the site on or before the contract or the extended time of completion, he shall without any other right or remedy available on of such breach, pay as agreed compensation at the rates stipulated below or such smaller amount as the engineer – in – charge may decide on the amount of tendered value of the work for every completed day / week as applicable that the progress remains below that specified time or that the work remains incomplete.

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

The amount of compensation may be adjusted or set off against any sum payable to the contractor. However, the Engineer-in-charge exercises full powers to decide the quantum of compensation recoverable from the contractors.

5. Testing of materials to be made from the laboratory of N.I.T, Durgapur, when the Engineer-in-Charge or any of his representative's desires so and the cost for the testing will be borne by the contractor. If testing is required for materials for which such facilities are not available at NIT Durgapur, the same is to be done from any Government Institute / laboratory at the contractor's cost.
6. The contractor will also abide by all the rules and regulations regarding labour law and also be fully responsible for all actions by him.
7. In the case of any class of work for which there is no such specification in CPWD/PWD (WB) S.O.R. or Specifications, such work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge or as per any other standard codes of practice.  
In any item description, the material(s) mentioned, may be changed or altered with equivalent material as desired by the Engineer-in-charge.
8. The work shall be carried out as per CPWD, PWD (WB), Specifications, as applicable.
9. It shall be imperative on each bidder to acquaint and be apprised of all local conditions and factors prevailing in the campus in general which may have any effect execution of work covered under the scope of the work as per bid document. In their own interest, the bidders are requested to familiarize themselves with the provisions of Income Tax Act, other related acts & laws governing the contract, with their up to date amendments and also adhere to court directives and other State & Central Government acts on labour etc. N.I.T, Durgapur, shall not entertain any request for clarification from the bidders in this regard.

10. Institute has the right to reject the Tender for not satisfying the technical bid and other reasons as deemed fit.
11. **NO** Escalation in rates on any materials/items is permissible on any ground.
12. The agency shall have a sufficient stock of all the regular as well as emergency materials, tools and tackles in their site store office for undertaking any urgent work at any odd hour. The stock and the quality of the materials may be inspected as and when deemed fit by the E.I.C.
13. It is a two bids contract 1) Technical Bid (TB) and 2) Price Bid (PB). The Technical Bid must be satisfied before opening the Price Bid of any eligible bidder.
14. The successful bidder shall maintain prescribed registers (Hard copies)/records throughout the period of contract and submit all the registers to respective EIC on completion of the Contract. Contractor shall be responsible for maintaining and storing the data pertaining to the work and to maintain the records in soft form and submit the soft copies every month to the EIC.
15. In case of absence of Site In-charge / Highly-Skilled person / Un-skilled person on any day /shift Proper and equivalent relievers should be deployed. In case of no such arrangement is made by the contractor; the Institute reserves the right to take appropriate penal action. Biometric Attendance of all the workmen to be maintained and report to be submitted at required intervals. The biometric machine is to be provided and maintained by the contractor at his own risk, cost and responsibility at their NITD site office.
16. Transportation: Transportation of materials from site to site inside the powerhouse shall be arranged by the contractor.
17. Facility to be provided by NITD: One covered space in Receiving Sub-station (un-furnished) will be provided to the Contractor for office/store with a telephone (Internal) connection, free water & free Electricity.
18. External proprietary service: NITD may engage Original Equipment Manufacturer to avail the expertise in some specific works/purpose. Contractor shall have to assist with normal skilled and unskilled manpower, tools and tackles in those cases.
19. SCAFFOLDING: - All necessary scaffolding/ lifting arrangement etc. required for the job shall be done by the contractor at no extra cost to NITD including arrangement of necessary materials and dismantling after completion of job. The scaffolding /platform erected for the purpose of work should be safe for working of the personnel.
20. Contractor shall have to furnish Mobile phone numbers of the Site-in-Charge for contacting in case of requirement/emergency. The Site-in-Charge shall be available over phone during normal duty hours/beyond duty hours on all days including Sundays/holidays.
21. The contractor must obtain valid license under the Contract Labour (R & A) Act 1970 and Contract Labour (Regulation and abolition central rules 1971) before the commencement of work and continue to have valid license during the currency of the contract. If minimum wages increases during the contract period, the difference (new minimum rate - old minimum rate) shall also be payable by contractor. The contractor shall record a certificate on every bill that minimum wages as applicable have been paid to all workmen. All Government notification procedure issued in this regard shall be applicable to this contract.
22. GST  
Rates quoted shall be inclusive of all service charges. Applicable GST @18% will automatically calculate

in the Price Bid BOQ.

(i) GST rate applicable under this contract with HSN/SAC code.

(ii) GST rate will be applicable as per updated government rules and norms.

In case, the contractor quote the price without specifying the GST, the tender will be treated as “the price is inclusive of GST”.

23. Items of Electrical equipments, headgears, torches, lathies, uniforms including rain coats, jerseys etc. for efficient conduct of duty by the agency personnel shall be provided by the selected agency and must be in good working condition.

24. Payment of Bills: 90% payment shall be made through against monthly RA bills on presentation of bills in triplicate pre receipted in original copy after statutory deduction as applicable subject to satisfactory completion of the job duly certified by the Engineer-In-Charge and acceptance of PG & Execution of the agreement. No payment will be made without acceptance of PG and Agreement. GST as and if applicable shall be paid extra as per admissible prevailing rate along with the respective invoices. Statutory taxes whichever is applicable will be deducted from the bill. EPF & ESI clearance is mandatory.

Note: Release of first running bill is subject to compliance of statutory conditions like EPF/ESI/Labor license clearance and agreement against WO / LOA placed.

25. Insurance: The Insurance of personnel employed in the job shall be done by the contractor. No compensation of any major/ minor/ disabilities/ damage would be given by NIT. ESI also to be complied with by the contractor.

26. Permit to Work: For any job ‘Permit to Work’ is to be obtained from the Control Room through Engineer-in-charge of NIT or his authorized representative. The Contractor must possess valid Electrical Contractor’s License for executing the job throughout the contract period.

27. Manpower availability: The Contractor shall ensure deployment of adequate nos. manpower (as mentioned in the respective Scope of Work-Annexure-II) with suitable qualification and experience (as mentioned in Annexure-V). Manpower adequate in numbers and of having required skill and experience are to be engaged by the Contractor based on the requirement of the job. Contractor shall be held responsible for any delay in execution of work due to non-engagement of adequate and quality manpower and the same shall be recorded in the monthly performance evaluation of the Contractor.

28. The scope shall also include all necessary arrangements by the Contractor for taking up any urgent/emergent/specific work/break down work during off hours/at night/on Sundays & holidays on urgency basis for which they should arrange/hold necessary gate passes etc. beforehand. The timing in General shift and Shift Operation (A, B & Night) shall be matching to the timings. The number of manpower availability shall in no case be a limiting factor in achieving the objective of the said Contract i.e. timely completion of works allotted to the Contractor as per instruction of EIC.

29. Safety measures: The workmen under Contractor’s control working in the vicinity of running equipment are to be given proper safety gears and to be careful to avoid any accident, loss of life or damage to NIT property. Guideline for action in respect to safety measures for the job are specified hereunder :-

Ø The Contractor is to ensure safety of their workers at site, while working and to provide all kinds of safety equipment required for the job like safety belts/safety ladder/safety net personal protective devices etc. to their workers.

Ø Contractor will be liable to pay compensation, if any, to their worker for accident “Arising out and in course of employment”, under the Workmen’s compensation Act.

- Ø Before execution of the job at site Contractor will have to take clearance from NITD
- Ø Safe scaffolding as certified by NITD to be used before start of work.
- Ø Contractor is to abide by Mandatory Safety clauses enclosed.

NIT IN NO WAY SHALL BE RESPONSIBLE FOR SAFETY OF CONTRACTOR'S WORKMEN.

30. Precautionary measures to avoid damage of other equipment: The contractor should take care for safety of equipment and property of NIT. Any loss to this effect will be contractor's responsibility entirely and they shall have to make good for the losses and extra expenditure incurred by NIT thereof. Responsibility of the spares & materials issued to the Contractor rests with the contractor himself. Contractors have to replenish the same at his own cost & risk in case of loss/damage of the spare/material under his custody.

31. The contractor shall arrange transportation of material from stores or within the work sites at his own cost. All materials required for erection of scaffolding shall be arranged by the contractor at no extra cost to including arrangement of necessary materials and dismantling after completion of job. The scaffolding/platform erected for the purpose of work should be safe for working of the personnel and to be certified by the safety department.

32. Contractor shall have to furnish P&T/Mobile phone numbers of the Site-in-Charge for contacting in case of requirement/emergency. The Site-in-Charge shall be available over phone during normal duty hours/beyond duty hours on all days including Sundays/holidays. The agency shall have to attend the problems daily as and when required basis within minimum possible time according to priority fixed by authorized representative. Apart from break down maintenance normal maintenance has to be carried out as per guidance of representative.

33. If any person employed by you is found to be incompetent or found to act in an improper manner or hampering the interest of work in any way, the said person will have to replace immediately.

34. Security Gate Pass: The contractor has to arrange Photo gate pass at his own cost for his workmen from the security department and the rules and regulations related to this subject shall be binding on the contractor.

35. Safety of Working Personnel: in no way shall be responsible for safety of contractor's workmen. Contractor should supply the necessary protective devices for safety of their workmen and contractor will ensure that necessary safety precautions have been taken for contractor's workmen. PPE issue register to be maintained and shown to Engineer-in-charge on demand.

36. Non-compliance of safety regulation and practice in every occasion calls for penalty as deemed fit by NITD. The contractor should abide by all O&M safety rules as laid down by NITD during the execution of the contract.

37. Attending in Safety training by workers of the contractor is mandatory. The venue and period of the same will be intimated by the EIC.

38. Accident: In case of any accident of contractor's workmen, contractor has to arrange necessary prima facie requirement immediately after the incident shall in no way be held responsible to compensate contractor workmen be it on duty or not. No benefit in any form shall be admissible in such case.

39. Payment to Workmen: Contractor shall have to make wages/salary payment to workmen within 10 days of succeeding month failing which the order may be terminated without further reference. Monthly salary/wage sheet shall have to be submitted to (One copy) the Personnel section.

**Note: Provision shall be made to incorporate the enhancement of rates of VDA as per CLC Order from time to time.**



40. Canteen facility: Canteen facility may be extended to working personnel of the contractor on chargeable basis.

41. Workers compensation: All the workers under the contract must be paid compensation as per Workmen's Compensation act in case of injury or death in course of employment while on duty, by the contractor at his own cost.

- a) The contractor shall be solely and wholly responsible for any accident that may occur during execution of the work and also for injury to person/persons or damage to the property of any description whatsoever caused during the execution of the work. In the event of any such accident, the contractor shall be responsible and shall pay proper compensation for the same as per Workmen's Compensation Act. The contractor shall keep the occupier i.e. safe, harmless and indemnified against all claims and expenses, for any such damage or injury etc. to any person or property.
- b) The contractor shall be fully responsible for his workers with regard to terms of employment is not responsible in any manner, whatsoever in respect of workers engaged by the contractor for carrying out the work at NIT. During execution of the Contract as well as on expiry of the same, the contractor shall ensure that none of their employees/workers claims employment in NIT. The contractor while engaging or disengaging their employees/workers shall also follow all statutory rules & regulations applicable as per workmen's compensation Act.
- c) Mandatory Safety Clauses of the Work Contract (Contractor's responsibility):
  - d) Contractor has to arrange a full set of First Aid Kit for attending to manpower deployed by him at site as per requirement.
  - e) Contractor shall be vigilant to ensure provisions of Factories Act 1948 and other statutory provisions as applicable in respective Power Plant.
  - f) Contractor's responsibility is to collect copies of prevailing rules from safety department of the plant.
  - g) Contractor must ensure use of Personal Protective Equipment by their workers.
  - h) Industrial Helmet, Safety-shoes, safety belts etc. shall be issued to each worker by the contractor.
  - i) Other Personal Protective Equipment necessary for execution of the work shall have to be supplied by the contractor to their workers which must be approved by Safety Department of the plant before commencement of work.
  - j) The contractor shall ensure periodic testing/examination of equipment as well as safety of tools and tackles, used by them as per provision of Factories Act and rule and maintain the up to date record for the same at site for inspection of departmental Engineer/Safety Department on demand.
  - k) The contractor will ensure medical examination for its workers who are working at hazardous areas before commencement of work and once in every year by qualified medical practitioners as per provision of the Factories Act 1948 and W.B. Factories Rule and maintain a Register for the same for inspection by respective O&M Department/Safety Department on demand.
  - l) The workers employed by the Contractor should be suitably skilled for the respective job requirement otherwise head of concerned O&M department shall have the right to disallow the unsuitable worker.
  - m) No child labour shall be engaged by the contractor as per statutory rule of Govt. of India.
  - n) The staff engaged by the contractor should not be under addiction of drug/liquor while on duty. It would be obligatory on the part of the contract to remove any such worker from the job whose action or conduct in the opinion of management is detrimental to the interest of Corporation.
  - o) In case of injury, contractor will send the injured person to Hospital/Dispensary/First aid Centre with verbal intimation to the O&M Department under whom he works as well as to safety department. The contractor shall submit periodical progress report about the treatment till the injured worker is certified fit by Govt./Govt. Registered doctor and the said fit certificate is to be

submitted to safety department before resumption of work by the said injured workers.

- p) The contractor shall report about serious injury/fatality of their workers to local police station, DM, Safety Department and O&M department within two hours but written report shall have to be submitted in prescribed form to safety department, P&A and O&M department positively within 04 (four) hours.
- q) If any accident occurs due to willful violation/non-fulfillment of conditions of contract/safety rules in spite of caution letter by safety department, Party will be subjected to penal deduction as per rule.

### **EVALUATION SYSTEM:**

Both the bids of eligible bidders (TB & PB) will be evaluated independently to select the successful bidder. 22 (b). The TB and PB will have to be uploaded by the bidders in respective online portal in specific tender link as 'TECHNICAL BID FOR SCHEDULE MAINTENANCE of NITDGP' and 'PRICE BID FOR SCHEDULE MAINTENANCE of NITDGP'.

#### **1. The Technical Bid (TB) shall contain the followings:**

- i) **EARNEST MONEY = Rs. 79,000.00 (Rupees Seventy Nine Thousand Only)** either in DD on any Nationalized Bank or Banker's Cheque of any Nationalized Bank. EMD will automatically adjusted to P.G (3%). For small scale industries with certificate from NSIC/MSME the deposition of Earnest Money is exempted (subject to the submission of valid NSIC/MSME certificate). But there is No preference / exemption on Bid value and TOTAL Security Deposit (Cl. 3: General Condition). EMD will be retained till the finalization of successful bidder. P.G = 3% for NSIC/MSME firms.
- ii) The bidders shall have to fulfill the criteria of satisfactory execution of works as given below. The bidder should have satisfactorily completed the works as mentioned below during the last seven years ending previous day of last day of submission of Bids. For this purpose, cost of work shall mean gross value of the completed work. This should be certified by an officer not below the rank of Executive Engineer / equivalent or above.
  - (a) Three (3) similar works, each of value not less than 40% of the estimated cost put to tender,
  - Or
  - (b) Two (2) similar works, each of value not less than 60% of the estimated cost,
  - Or
  - (c) One (1) similar work of value not less than 80% of the estimated cost, all above amounts rounded off to a convenient full figure of nearest Rs. 10, in the last 7 years ending on the last day of the month previous to the one in which the tenders are invited, in any Govt./Semi Govt./Quasi Govt./Autonomous bodies.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to previous day of last date of submission of bids.

Eligible similar work shall mean works "INSTALLATION/ COMMISSIONING/ TESTING/OPERATION/ MAINTENANCE OF MINIMUM 33 KV or 11 KV AND ABOVE SUBSTATION."

Should have an average annual financial turnover of 100% of tendered value during the last three years ending March 31, 2021. Balance sheet duly audited by Chartered Accountant to be submitted. Year in which no turnover is shown would also be considered for working out the average.

Should not have incurred any loss (profit after tax should be positive) in more than two years during the last five years ending March 31, 2021.

- iii) Latest Bank Solvency Certificate – Solvency amount should be 30% of estimated cost obtained from the banker and/or its bank statement. The solvency certificate shall not be older than one year from the tender opening date.

- iv) All valid licenses namely Trade License, ESI, EPF, GST Registration; Labour License Registration details etc. whichever is applicable.
- v) Latest IT returns, Voter I.D., Aadhar Card.
- vi) The Cost of the Tender Fee is Rs. 500.00 (Rupees Five Hundred only) as mentioned in the Notice Inviting Tender is to be paid in online e-payment method only and the details of online transaction to be uploaded mandatorily.
- vii) The bidder should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The bidder shall have to submit a list of these employees stating clearly how these would be involved in this work within 7 days of award of work.
- viii) **EXPERIENCE IN WORKS HIGHLIGHTING EXPERIENCE IN SIMILAR WORKS.** Bidder should furnish the following: List of eligible similar nature of works successfully completed during the last five years.
- ix) Copy of contractor's valid and appropriate electrical license issued by the electrical licensing authorities of Government of W.B. / Govt. of India or undertaking for submission of the same within 15 days of receipt of LOA. To be provided by the bidders
- x) In the event of bid being accepted, it will be converted into a contract, which will be governed by the terms and conditions given in the bid document. The instructions to bidders shall also form part of the contract.
- xi) The rates shall include all expenditures towards tools, tackles and measuring instruments etc. and no extra payment for the same will be made by NITD. The rates shall also include the cost of installation of other minor and major spares as and where provided by NITD through other sources.

## **2. The Financial Bid (FB)**

The Financial Bid will be opened if the Technical Bid is satisfied as stated in clause (1) The Lowest Bidder (L1) will be adjudged as the successful bidder.

If more than one bidder become 'L1' then the work will be distributed to those successful bidders.

### **The BOO is the integral part of the tender document**

The rates of item are to be put both in words and numerical. Any discrepancy if noted then the minimum of the two will be considered. The rates are being considered firm and no escalation will be considered during the tenure of the work.

If the sum total during checking appears erroneous than the corrected value shall be considered for evaluation.

The bidder must sign in first and last page of tender documents and Proforma Agreement as a token of acceptance indicating read, understood and accepted the Terms & Conditions mentioned in tender document, general terms of the contract and Proforma Agreement. A company declaration with sign and company seal/stamp with date stating acceptance of all the terms and conditions provided in Notice Inviting Tender and General Conditions of Contract is mandatory.

## **Computerized Measurement Book**

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract. All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works 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 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 department a computerized measurement book, duly bound, and with its pages machine numbered. 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 pages machine numbered, 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 department. Thereafter, the MB shall be taken in the 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 Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department. The contractor shall also submit to the department 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 Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements. The contractor shall, without extra charge, provide all 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 the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the 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 seven 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 and/or test checking measurement and shall not cover up and place beyond reach of measurement 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 seven days inspect 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's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed. Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements 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 its 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.

**NOTE:**

- A. The agency has to maintain a site office in the Institute campus with proper and adequate manning and mobile phone facilities round the clock every day during the tenure of the contract, so that they can be called upon to undertake any work at any time.
- B. The agency shall have a sufficient stock of all the regular as well as emergency materials, tools and tackles in their site store office for undertaking any urgent work at any odd hour. The stock and the quality of the materials may be inspected as and when deemed fit by the E.I.C.
- C. All the old materials collected from the respective work sites must be deposited to the specified site as their own cost on regular basis.
- D. Bidders are advised to make clear any clarification on the tender documents what-so-ever before submitting the bids. After the works is awarded by the Institute to the successful Bidder(s) the decision of the Institute is final on any points of ambiguity over the works.
- E. General Condition of Contract for CPWD works 2020, CPWD Works Manual & SOP 2020 shall become integral part & parcel of the tender documents.



## SAMPLE AGREEMENT FORM

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between the National Institute of Technology, Durgapur (Hereinafter called \_\_\_\_\_ the \_\_\_\_\_ employer) \_\_\_\_\_ of one part and \_\_\_\_\_ (Name and address of contractor) in the state of \_\_\_\_\_ (District) (hereinafter called the contractor of the other part. Whereas the employer is desirous that certain work should be performed viz. \_\_\_\_\_ (Name of work), and has accepted a tender by the contractor for the work and maintenance of such works. Now this agreement witnesses as follows:

1) In this agreement words and expression shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to. The following documents shall be deemed to form and be read, construed as part of this agreement, viz: -

- a. The said tender
- b. Invitation to tender
- c. Instructions to tenderers
- d. General conditions of contract
- e. Special conditions of contract
- f. Specifications
- g. Tender schedule showing the approximate quantities, quoted rate and amount against each item.
- h. Period of contract
- i. Work Order (No.: \_\_\_\_\_).

2) In consideration of the payments to be made by the Employer to the contractor hereby covenants with the Employer to construct, complete and maintain the works in conformity in all respects with the provisions of the contract.

3) Specification must be matched with CPWD/PWD schedule.

4) The Employer hereby covenants to pay the contractor in consideration, of the construction, completion and maintenance of the works the contract price at the times and in the manner prescribe by the contract.

In witness of the parties hereto have caused their respective common seals to be hereunto affixed (or to have set their respective hands and seals) the day and the year first above written.

The common seal of REGISTRAR, NATIONAL INSTITUTE OF TECHNOLOGY, Durgapur was hereunto affixed in the presence of:

Signed, sealed and delivered by the said CONTRACTOR in the presence of:

Date and Signature of Worker/Contractor

Date and signature of the Employer

### CHECK LIST

1	Name of the Contractor/Agency	
2	Address & Contact number	
3	Name of person, who has signed the tender	
4	Details of EMD (Receipt/Acknowledgement) (copy should be attached)	YES/NO
5	Permanent Account Number (copy should be attached)	YES/NO
6	Sales Tax/TIN number (copy should be attached)	YES/NO
7	GST Registration number along with acknowledgement of up to date filed return (copy should be attached)	YES/NO
9	EPF registration number with last six months ECR(copy should be attached)	YES/NO
10	ESI registration number with last six months ECR(copy should be attached)	YES/NO
11	Labour Registration certificate (copy should be attached)	YES/NO
12	Experience certificates related to operation and maintenance of 33 or 11 KV and above Substations during last seven years issued from clients as per tender. (copy should be attached)	YES/NO
13	Copy of work orders related to operation and maintenance of 33 or 11 KV and above sub-stations of on-going works at other sites.(copy should be attached)	YES/NO
14	A self-certificate showing the track record of contracting firm/contractor on the company letter head.(copy should be attached)	YES/NO
15	List of testing equipments owned or certification of hiring the equipments with the list of firms with their consent letter.(copy should be attached)	YES/NO
16	List of technical & administrative employees with their C.V.(copy should be attached)	YES/NO
17	Copy of latest Income Tax Return. (Current three years) (copy should be attached)	YES/NO
18	A company declaration with sign and company seal/stamp with date stating acceptance of all the terms and conditions provided in Notice Inviting Tender and General Conditions of Contract is mandatory	YES/NO
19	Valid and appropriate Electrical Contractor license. (copy should be attached) or undertaking for submission of the same within 15 days of receipt of LOA.	YES/NO
20	Solvency certificate (copy should be attached)	YES/NO
21	Financial Turnover & Profit & Loss certificate (copy should be attached)	YES/NO
22	Voter ID , Aadhar Card (copy should be attached)	YES/NO

## INTEGRITY PACT

To,

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

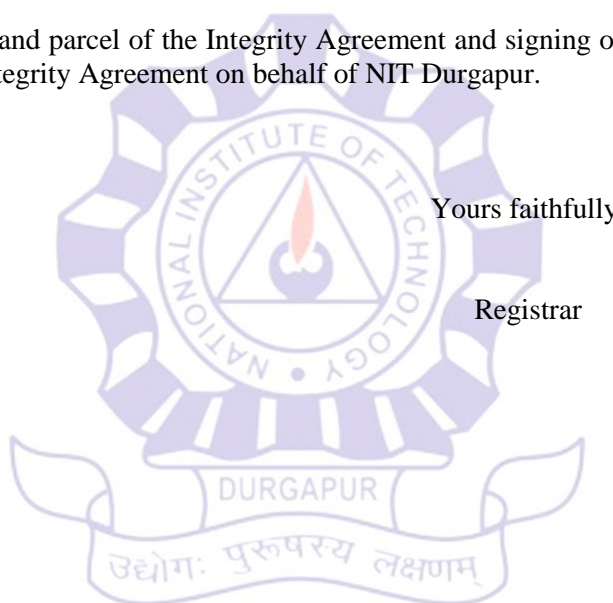
Sub: NIT No. .... for the work

Dear Sir,

It is hereby declared that NIT Durgapur is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of NIT Durgapur.



## INTEGRITY PACT

To,  
Registrar,

.....

Sub: Submission of Tender for the work of.....

Dear Sir,

I/We acknowledge that NIT Durgapur is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

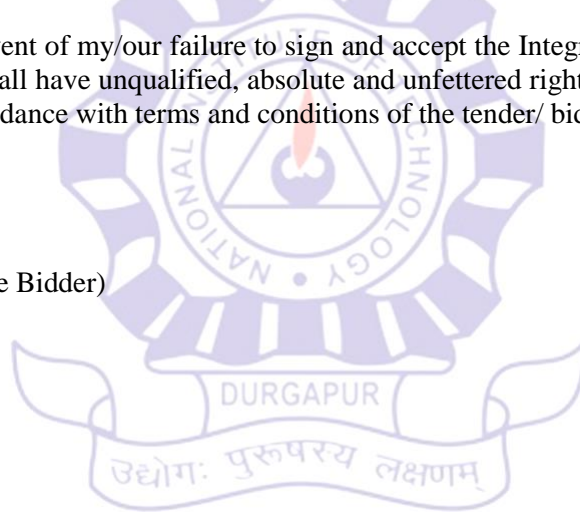
I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by NIT Durgapur. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, NIT Durgapur shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/ bid.

Yours faithfully

(Duly authorized signatory of the Bidder)





## INTEGRITY AGREEMENT

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of NIT Durgapur.

### INTEGRITY AGREEMENT

This Integrity Agreement is made at..... on this .....day of ..... 20.... BETWEEN Director, NIT Durgapur represented through Registrar, NIT Durgapur

(Hereinafter referred as the (Address of Division) 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) AND

..... (Name and Address of the Individual/firm/Company) through

..... (Hereinafter referred to as the (Details of duly authorized signatory) "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

#### Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No ..... ) (Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for

..... (Name of work) hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

#### Article 1: Commitment of the Principal/Owner

(1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

(2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

#### Article 2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to NIT Durgapur all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any

of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

#### Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/

Owner.

3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

**Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.

2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

**Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, NIT Durgapur.

**Article 7- Other Provisions**

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.

2. Changes and supplements need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions. 5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

**Article 8- Legal and Prior Rights**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....  
(For and on behalf of Principal/Owner)

.....  
(For and on behalf of Bidder/Contractor)

**WITNESSES:**

1 ..... 2 .....  
(signature, name and address) (signature, name and address)

Place:

Dated:

## Form of Earnest Money Deposit Bank Guarantee Bond

WHEREAS, contractor..... (Name of contractor) (hereinafter called "the contractor") has submitted his tender dated ..... (date) for the construction of ..... (Name of work) (Hereinafter called "the Tender") KNOW ALL PEOPLE by these presents that we..... (Name of bank) having our registered office at..... (Hereinafter called "the Bank") are bound unto Registrar in the sum of Rs..... (Rs. in words ..... ) for which payment well and truly to be made to the said official the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this ..... day of ..... 20....

THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge: (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required; OR  
(b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor,

We undertake to pay to the Registrar either up to the above amount or part thereof upon receipt of his first written demand, without the official having to substantiate his demand, provided that in his demand the Registrar will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date\* ..... after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Registrar, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE .....

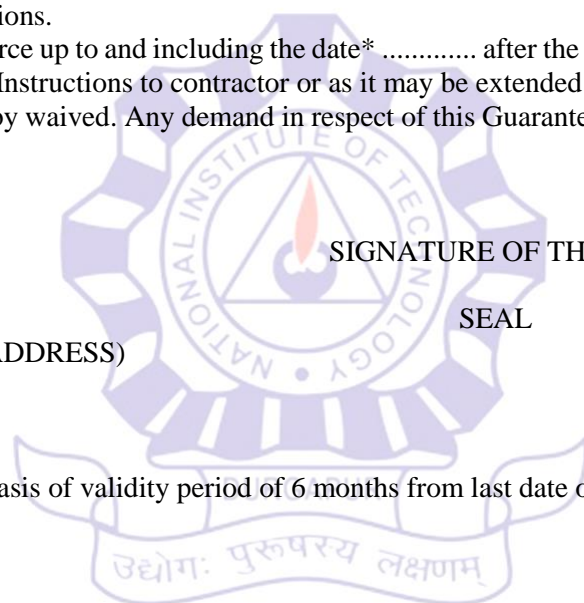
SIGNATURE OF THE BANK

WITNESS .....

SEAL

(SIGNATURE, NAME AND ADDRESS)

\*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender





## Form of Performance Security (Guarantee)

### Bank Guarantee Bond-Format – I

(To be typed on Rs.100/- non-judicial stamp paper)

Whereas .....<Contract awarding authority> (hereinafter referred to as NIT DURGAPUR) has issued an Award Letter no.....Dated...../...../20..... for awarding the work of Annual Operation and Maintenance contract for 33/11KV/433V Substation and all other subsidiary Substations at NIT-Durgapur to M/s.....(hereafter referred to as "Contractor") and the NIT DURGAPUR has asked them to submit a bank guarantee, towards material security, in favor of..... O/o ..... of Rs. ....- (hereafter referred to as "BG. Amount") valid up to...../...../20..... (Hereinafter referred to as "Validity Date"). Now at the request of the Contractor, We Bank.....Branch having.....(Address) and Regd. Office address as..... (Hereinafter called "the Bank") agreed to give this guarantee as hereinafter contained:

1. We, "the Bank" do hereby undertake and assure to the NIT DURGAPUR that if in the opinion of the NIT DURGAPUR, the Contractor has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the NIT DURGAPUR the said sum limited to BG Amount or such lesser amount as NIT DURGAPUR may demand without requiring NIT DURGAPUR to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.

2. Any such demand from the NIT DURGAPUR shall be conclusive as regards the liability of Contractor to pay to NIT DURGAPUR or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Contractor and NIT DURGAPUR regarding the claim.  
Liability of the bank under this present being absolute and unequivocal.

3. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.

4. The Bank further agrees that the NIT DURGAPUR shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by NIT DURGAPUR against the Contractor and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Contractor or through any forbearance, act or omission on part of NIT DURGAPUR or any indulgence by NIT DURGAPUR to Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

5. Notwithstanding anything herein contained: (a) The liability of the Bank under this guarantee is restricted to the BG Amount and it will remain in force up to its Validity date. (b) The guarantee shall stand completely discharged and all rights of the NIT DURGAPUR under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

6. In case NIT DURGAPUR demands for any money under this bank guarantee, the same shall be paid through Banker's Cheque /RTGS in favor of "NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR," payable at NIT (Durgapur) Society, State Bank of India, Durgapur.

7. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:.....

## Form of Performance Security (Guarantee)

### Bank Guarantee Bond- Format -II

(To be typed on Rs.100/- non-judicial stamp paper)

In consideration of the Registrar 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 an irrevocable Bank Guarantee for Rs. .... (Rupees ..... only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, ..... (Hereinafter referred to as "the Bank") hereby undertake to pay to Registrar an amount not exceeding Rs. .... (Rupees..... Only) on demand by Registrar.

2. We, ..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Registrar stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards 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 Registrar 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 being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, ..... (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Registrar. under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Registrar certified 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, ..... (indicate the name of the Bank) further agree with the Registrar that the Registrar shall have the fullest liberty without our consent and without affecting in any manner our obligation 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 Registrar against the said contractor(s) and to forbear 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 Registrar or any indulgence by the Government 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, ..... (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Registrar in writing.

8. This guarantee shall be valid up to .....unless extended on demand by the Registrar. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. .... (Rupees .....)

Place: .....

Date: ..... (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

Telephone Numbers ..... Fax number.....

### **Annexure-I: LIST OF INVENTORY**

Sl. No		PARTICULARS
1		Round the clock operation, routine maintenance and troubleshooting if any fault occurs of one number main receiving 33/11 KV Substation consisting of the following:
	a	Outdoor switchyard consisting of isolator bus entry 33 cable and associated equipments ,
	b	2 + 2 MVA outdoor Oil type transformer with OLTC and RTCC and relevant incoming and outgoing cables
	c	3 Nos. indoor 33 KV VCBs. with 33 KV bus bars & local and remote control and relay panels
	d	33 KV 3 core 240 Sq.mm XLPE power cables from outdoor switchyard and in between breakers and transformers
	e	Interconnecting control cables between transformer& RTCC, Control and relay panel and 33 KV breakers etc.,
	f	54 Volt Battery Bank with float and boost charger and DC distribution board
	g	1 No.11 KV/433V transformer 500 KVA
	h	11 KV bus bar set consisting 7 Nos. 11 Indoor VCBs. with relevant outgoing 11 KV 3 x 185 sq. mm. XLPE cable to 5 numbers secondary switch sub stations (Approximately 5 Kms.)
	i	1 No. station L.T. Panel consisting of various LT feeder sand changer over switches etc.
	j	Fire Fighting system. And nitrogen system
	k	Automatic Power factor correction panel
2		Round the clock monitoring, maintenance and troubleshooting if any fault occurs of 6 Nos. 11KV/433V sub stations around the campus of around 5 Kms. Periphery at different locations Consisting of the following equipments (Academic block SS, Ladies Hostel SS, IB SS, Residential SS, Boys Hostel & G+10 Research building's Sub-Station)
	a	Two numbers 11 KV incoming VCBs. in ring main with associated protective devices
	b	Two/Three/Four numbers of 11 K V indoor feeder VCBs with associated metering and protective devices
	c	The Transformers rating of 11KV/433V, 1000/750/500KVA indoor Oil/Dry type
	d	11 KV 3 core 185 sq. mm XLPE power cable in between breakers, transformers and interconnection between 11KV sub stations.
	e	1.1 KV power cable between transformer outgoing and LT panel consisting of various LT feeders and change over switches etc.,

\* The details of the equipment mentioned above are indicative only and the capacity/ rating and additional may change/add during execution of the works.

## **ANNEXURE – II: SCOPE OF WORK**

### **Subject: Annual Operation and Maintenance contract for 33/11KV/433V Substation and all other subsidiary Substations for the year 2022-2023.**

Scope of the Rate Contract shall cover all the Electrical Equipments & System 33/11KV/433V Switch yard along with all 33/11KV/433V equipments like Transformers, CTs, PTs, Isolators, LAs, CBs etc. & associated Transformers & Distributed Sub Stations [6 (Six) Nos.] and 11KV control room building including HT/LT AC power distribution System & DC distribution System, Switchgears, Illumination System & Lighting Transformers, Associated Power, Control & Feedback cables etc. at inside of 33/11KV/415V Switchyard and associated Transformers area.

#### **SCOPE OF WORK:**

Annual Operation and Maintenance contract for 33/11KV/433V Substation and all other subsidiary Substations at NIT-Durgapur.

The scope of work shall include Routine Checks, Monitoring, Up-keepment, Troubleshooting & attending all sorts of day to day electrical faults in electrical system and maintenance (Routine/ Preventive/ Predictive/ Breakdown/ Shutdown/ works and other miscellaneous works i.e. cleaning, dweeding etc., Condition Monitoring support, Emergency call Service, assistance during important activities viz. Testing, Commissioning & Overhauling etc. at area under the scope of Rate Contract.

Apart from the scope of work, which has been mentioned below in detail, the actual scope may also include any other works (except which are not major) that are implicitly and explicitly associated with the scope but not mentioned specifically to achieve the above objective.

The contactor should perform the relevant work activities towards completion of the assignments within mutually agreed time frame commensurate with the requirement. All sort of necessary modification work as deemed necessary & advised by the Engineer - in - Charge will have to be executed for successful completion of the work.

(A) Routine checks/ upkeep of equipments:

Regular vigil on operating parameters of Switchyard equipments & installations of each 33/11 KV/433V bay, transformers etc. under the scope of Rate Contract on round the clock basis. Remedial action to be planned on the basis of observation of system data noted/recorded during last 24 hours by shift personnel/data recorders in conjunction with the Planning/implementation of corrective measure(s) in respect to any abnormality, in discussion with EIC.

Logging & record keeping the Equipment status/parameters for all the equipments under the scope of Rate Contract on daily basis as per the instruction of EIC in approved NIT format.

Logging/ Record keeping of the trouble register/Job register, issuance/receipt of material at site store on daily basis or as and when required as per direction of EIC.

Up-keep of Control and Relay Panels in the Control rooms, Switchyard MCC, DC /AC panels for switchyard system, Battery system, Float cum Boost Charger, battery room, switch yard equipments / installations, control cubicles for Circuit breakers & Isolators and other switchyard equipments to be maintained neat and clean and to the satisfaction of EIC by cleaning / upkeep on regular basis. Cleaning of equipments/installations requiring shutdown/power blocking shall have to be planned in consultation with EIC. Regular vigil on growth of vegetation in switchyard & Transformer yard and equipment enclosures and immediate reporting for remedial action. De-weeding/ All sorts of cleaning & beautification of entire area (viz. switch yard, control room, Transformer yard & panel room etc.) under the scope of Rate Contract on regular basis.

Checking of all indication/annunciation system in all the electrical panels, switchgear items, transformers etc. under scope of Rate Contract and necessary rectification of the same immediately



as per the instruction of EIC, NITD. Providing assistance in visual checking to detect any flashovers / hot spots in the switchyard & Transformer yard and necessary logging of the same. Physical checking and rectification of earth connection for switchyard/transformer yard equipments and repair if found broken.

Daily/Weekly/Monthly up-keepment of DC system such as cleaning of batteries, topping up of distilled water, recording of battery readings as per direction of Site – in Charge

Providing operational assistance to the shift personnel and if any problem is observed during operation of the equipments under scope of Rate Contract, that has to be attended at the earliest.

Ensuring the desired switching of all peripheral light & Tower light in the sub-stations areas under the scope of the Contract along with checking of the lights for non-glowing. Providing assistance during fixing, replacement of light fittings with movement of ladder to different location, etc. as per direction of Site –in Charge

Restoration of power supply (under the scope of Contract) at any point/ location due to any sort of breakdown/ interruption/ etc. Immediate action must be taken to rectify the fault and restore the power supply within shortest possible time including necessary change/replacement of HRC Fuse/ Re-wireable fuse etc. as required.

Assistance during checking/Testing/Repairing of Battery Chargers, Station Battery, Relay & Protection system etc. at different area under the scope of Rate Contract and any other work not mentioned specifically but necessary for the successful completion of the job as per direction of Site –in Charge

Periodical checking, cleaning, tightening and Servicing the Connector, Terminals etc. at different panels, Bus bars, VCB/OCB/ACBs, MCCBs, MCBs, Switch Fuse Unit etc. as per direction of Site –in Charge

Preventive/ Predictive/ Breakdown/ Shutdown Maintenance and Testing:

**A. Transformers:**

1. Attending all sorts of faults / break down developed in the cooling system, Oil leakage from any point inclusive of replacement of gaskets, tightness checking of all termination points as per direction of EIC.
2. Periodical maintenance of the Transformer such as topping up, attending leakage of transformer oil, tightening of oil filling plug, checking, cleaning & overhauling of cooling fans, checking and replacement of silica gel, check for cracks and dirt deposits in HV/LV bushings; cleaning and up-keep of transformer body and it's bushings, marshalling box, tap changer cubicle, checking of conservator oil level etc.; checking of all the radiator valve, checking for temperature alarm etc.; collection of oil samples as and when required for testing, checking of tightness of jumpers, neutral and equipment earthing, all the cover bolts; measurement of IR value of transformer etc.
3. Providing assistance during overhauling / periodic checking of the Transformer, the following checks / testing are to be carried out and appropriate action to be taken. **Tan-delta and capacitance checking of bushing and winding, winding resistance, turn Ratio, Magnetising current, Magnetic balance**, tightness checking of connectors, tightening of all jumpers /earth connections/ nut and bolts/ gasket joints,
4. Checking of cooler control circuit, measurement of IR values of control cables / protection cables, checking of protection circuit, checking of relay and alarm contacts, checking of annunciation circuits at respective control rooms and earthing measurement, etc.
5. Phase marking by red, yellow, blue colour paint in each transformer is to be carried out as per the schedule.
6. Collection of oil sample from the Transformer for miscellaneous testing at Testing Laboratory as and when required and as per direction of **Site –in Charge**.

- B. Current Transformer (CT):** During planned shutdown of the 33/11KV Switch yard the maintenance of the associated C.Ts. such as cleaning of bushing & gauge glass, attending oil leakage if any, Tightening of nut and bolts of Clamps & Connectors of primary side, tightness of Tan Delta terminal, replacement of damaged parts if any including of gasket joints, oil filling if required, measuring of IR value for both Primary & Secondary, tightening of secondary connectors, tightening of jumpers / structures and earth connectors, Providing assistance during testing of CT by Tan Delta measuring instruments, primary injection to test the CT healthiness if necessary, changing of connector / hardware, fabrication and replacement / maintenance of CTJB and its cover along with replacement
- C. Isolators & Earthing Switch :** Cleaning in all respect, check the tightness of nut and bolts, alignment checking, adjustment of the tie rod, lubrication of moving parts and operating mechanism, changing of the bearings, visual checking /cleaning of auxiliary contacts, cleaning and greasing of Male / Female Jaw contact and also changing of the same if required, checking of manual and electrical operation ( Both in Individual/ Master mode from local and remote), checking of indication ckt, checking of interlocks, tightening of nuts and bolts of the structures and earth connection, tightening of internal wiring connection in the marshalling boxes, maintenance of cover of control kiosk box of isolators if necessary, checking healthiness of gaskets else replace, changing of connectors / hardware, main contact resistance measurement and meggering of motor winding and control ckt.,  
Providing assistance during testing of isolators, inspection of support insulators for any crack and attending all sort of incidental trouble to put the isolator/Earth switch  
Checking and alignment of earthing blades, cleaning of contacts, operation checking.  
Providing assistance during all sorts of electrical/electromechanical fault finding and necessary rectification/replacement of Male/Female Jaw contact, Auxiliary Cam Switch assembly, Motor and other accessories in 33/11KV Isolators & Earth Switch including necessary interconnection, socketing, cleaning, refitting as per direction of Site –in Charge.
- D. Circuit Breakers :** Cleaning in all respect, tightening of looseness of all connections in control unit, control cubicle, checking of IR value of power and control cables , tightening of all nuts and bolts including structures and earth connection, tightening of cable connection, tightening of associated Clamps/ connectors, checking of IR value across fixed and moving contact in both open and close condition, checking of Interlock logic, maintenance / Checking of indication ckt, adjustment / changing of Aux. Contact and necessary ckt., and panel in all respect, checking of breaker operation (local / remote), functional checking of trip circuit, Providing assistance during time testing for closing and opening and checking.
- E. Lightning Arrestor (LA):** Complete checking & cleaning of arrestor housing insulator, tightening of nuts and bolts of structures/clamp / jumpers and earth flat, testing of surge counters, records of leakage current under rated voltage, Check the resistance of ground connection/ earthing and IR value of each stack of LA, soil resistivity measurement in periodic manner along with the logging.
- F. 33/11KV Bus/Bay:**
- (a) Attending all sorts of faults/ hot spot/ break down developed at Pipe bus/swing bus or connectors at different junction points/take-off points/equipments and necessary tightening, thorough cleaning, rectification/replacement of Pipe Bus, different type of clamps & connectors, associated nut-bolts and washer, dropper, jumper, spacer, Bi-metal strip etc. as per the direction of Site –in

Charge.

- (b) Periodical maintenance of all the dropper/Jumper and all the Bays such as checking, cleaning & tightening of associated clamps & connectors, thorough cleaning of insulator stack as per the direction of Site –in Charge

#### **G. LTAC POWER DISTRIBUTION & AC/DC CONTROL SYSTEM**

- (a) Attending, providing assistance in troubleshooting & necessary rectification of all sorts of electrical faults in HV
- (b) Replacement/Fixing and re-connection/connection of electrical control, Indicating, protection & measuring accessories (viz. Switch, VCB/ACB, MCB, Relay, Timers, Isolation Transformer, contactors, Push button, Over Load, Indicator, Voltmeter, Ammeter, Aux. contact block, Terminal block, Coil, HRC base etc.) at different equipments/Panels under the scope of Rate Contract as per direction of Site –in Charge. [NIT's Scope of supply: All items permanently going into the system. Contractor's Scope of Supply: All consumables and T&P as per Annexure-III as required for successful completion of job]
- (c) Assistance during Capacity test of 220V Battery Bank & Chargers including necessary replacement and re-connection of 54Volt Battery Bank after filling of electrolyte, individual charging, discharging & charging of the Cell etc. as per direction of Site –in Charge.

#### **H. Miscellaneous jobs-**

- (a) **Painting & Marking:** Proper Identification of all the equipments (to be displayed in black colour letters over yellow background), phase marking and minor touch up/tit-bit painting work of switchyard equipment. NIT shall provide paint, primer, thinner and Contractor shall provide all other consumables and T&P required for the job.
- (b) **Replacement / jointing of power supply cables / control cables:** Laying, fixing & termination of power supply cables / control cables etc. from control room to the respective equipment to be carried out by the contractor, straight through jointing of control cable (2/3/5/7C×1.5/2.5mm<sup>2</sup>size), paired feedback cable (10/12/16/19/24C×1.5/2.5mm<sup>2</sup>), Power cable of 2/3/3.5/4C up to 35mm<sup>2</sup> size, Jointing of FO cable is also in the scope of contractor. However, jointing kit will be provided by NITD.
- (c) Providing assistance during checking of control circuitry and replacement of Relays/Energy Meter etc. including necessary disconnection/identification/reconnection at area under the scope of Rate Contract and as per direction of Site –in Charge
- (d) Breakdown maintenance of overhead electrical line caused by storm, tree falling, etc.

*Any other maintenance work not mentioned specifically but necessary for satisfactory operation of S/Y, transformer yard etc. including all necessary assistance for testing etc. shall be within the scope of the contract.*

### ANNEXURE-III

**TOOLS & TACKLES:** The contractor shall maintain the following tools & tackles in healthy condition through the period of Contract.

SL No.	ITEM
1.	Line tester – 1 No. each for each technician/operator
2.	Test lamps with 2x200W lamps in series - 1 No. each for each technician/operator
3.	Test lamp with 2 nos. spare 60W B/C lamps - 1 no. each for each technician/operator
4.	Drill machine with bits
5.	Power operated hand blower
6.	Insulated combination pliers 150mm, 250mm -1 no. each for each technician/operator
7.	Nose pliers - 1 no. each for each technician/operator
8.	Dry cell torch - 1 no. each for each technician/operator
9.	Ring Spanner for 4 mm – 36 mm
10.	Ring spanner (slugging) 36 mm- 75 mm in between sizes.
11.	DE spanner 4 mm – 36 mm.
12.	DE spanner (slugging) 36 mm- 75 mm in between sizes.
13.	Slide Wrench 8” – 12”
14.	Screw driver 6” – 12”
15.	Nut Driver 4mm – 10 mm
16.	Allen Key set
17.	Megger 500 V(Hand driven) and 1 KV(Hand driven) of reputed make and Tested
18.	Earth Tester
19.	Digital multimeter – 2Nos. (3.5-digit precision multimeter of Fluke/Yokogawa/ Rishabh make).
20.	Clamp on Meter for current measurement- 2 Nos (one micro to 2 A range & one upto 1000A range)
21.	Wire Brush for cleaning, Hacksaw frame and blades.
22.	Hand lamps and lamp sets for temporary lighting.
23.	Earthing rod
24.	Crimping machine/Tools for cables and conductors (upto35 sq.mm. size).
25.	Blow Lamp
26.	Soldering Iron
27.	Power extension Board
31.	Air blower
32.	Hot Air Blower
33.	Industrial Vacuum Cleaner
34.	Any other tool not mentioned specifically but required for satisfactory execution of the job.
<b>Following T&amp;P (in healthy condition) are to be arranged on requirement on urgent basis within 48 hours of instruction received from EIC :</b>	
1	Oil Filtration machine (Portable)
2	Scaffolding materials, Empty Oil Drums



**ANNEXURE-IV**  
**GENERAL CONSUMABLE ITEMS TO BE MAINTAINED BY THE CONTRACTOR**

<b>Sl. No</b>	<b>Description</b>
1.	Torch cell
2.	PVC insulating tape (Steel Grip)
3.	Teflon tape
4.	HT tape, Ampere tape, PVC tape
5.	Soap & Cleaning powder
6.	Hacksaw Blades
7.	Test/hand lamps
8.	Different type of wooden/machine/Allen Screws (MS/SS/GI/Brass), Washer, Nuts etc.
9.	All GI/SS bolts, nuts of required grade (5.6/8.8 etc.), washer, spring washer, split pin etc.
10.	Cotton waste
11.	Markin cloth
12.	Jute
13.	Emery Paper
14.	Petrol
15.	Rustolene
16.	M-seal
17.	CTC/CRC
18.	Diesel
19.	Lubricating Oil, Grease etc.
20.	Kerosene oil
21.	Electric contact cleaner (Both on-line and off-line cleaner of reputed make – to be approved by the EIC)
22.	Electrical contact grease (of reputed make – to be approved by the EIC)
23.	Alluminium /Copper Lugs up to 35mm <sup>2</sup>
24.	Socketing Paste
25.	Solder, Paste, Cleaning material.
26.	Bearing Retainer
27.	Gasket sheet up to 3 mm thickness
28.	TB up to 16 mm <sup>2</sup>

## Annexure-V

### Requisite Pattern of deployment, Qualification & Experience for Manpower:

1. One Site-in-Charge has to be deployed in the general shift who will monitor the work on regular basis and act as a single point of contact with the Institute.
2. One Electrician and One Helper each in three shifts has to be deployed on regular basis.
3. Additionally, One Electrician and One Helper have to be deployed in general shift.

Sl.no.	Category of Manpower Engaged	Requisite Qualification	Requisite Experience
1	Site-in-Charge (Highly Skilled)	Degree/ Diploma in Electrical Engineering with Electrical Supervisory License in 33 KV or 11 KV and above which is mandatory.	Degree with minimum 3 (Three) years relevant experience in Electrical Operation and Maintenance in 33 KV or 11 KV and above in Switch- Yard and allied equipment etc., <b>Or</b> Diploma with minimum 5 (Five) years relevant experience in Electrical Operation and Maintenance in 33 KV or 11 kV and above in Switch Yard and allied equipment etc.,
2	Electrician (Skilled)	ITI in Electrician Trade with valid electrician license of 33 KV or 11 kV and above <b>Or</b> Class 10 pass; with valid electrician license of 33 KV or 11 KV and above	ITI with Minimum 3 (Three) years' experience in Electrical Operation and Maintenance in 33 KV or 11 KV and above in Switch-Yard and allied equipment etc., <b>Or</b> Class 10 pass with 5 (Five) years' experience in Electrical Operation and Maintenance in 33 KV or 11 KV and above in Switch-Yard and allied equipment etc.,
3	Helper (Unskilled)	Nil	Two years work experience in Electrical systems.

## Annexure-VI

### UNDERTAKING REGARDING BLACKLISTING

It is hereby certified that, I/we \_\_\_\_\_ are not blacklisted by Govt. of India & its undertaking as on date. The Firm will immediately inform to Client (NIT Durgapur) in case of any change in the situation any time here in after.

Place: \_\_\_\_\_  
Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature of Authorized Signatory

Name: \_\_\_\_\_

Designation \_\_\_\_\_

Seal: \_\_\_\_\_



**Annexure-VII**

**NO DEVIATION CONFIRMATION**

To  
The Registrar,  
NIT Durgapur.

Dear Sir,

I/We understand that any deviation/exception in any form may result in rejection of BID.  
I/We, therefore, certify that we have not taken any exceptions/deviations anywhere in the  
BID and I/ we agree that if any deviation/exception is mentioned or noticed, our BID may  
be rejected.



(SEAL AND SIGNATURE OF BIDDER)



## Annexure-VIII

### UNDERTAKING AND DECLARATION

**For understanding and agreeing with the terms & condition of Tender & Spec. of work**

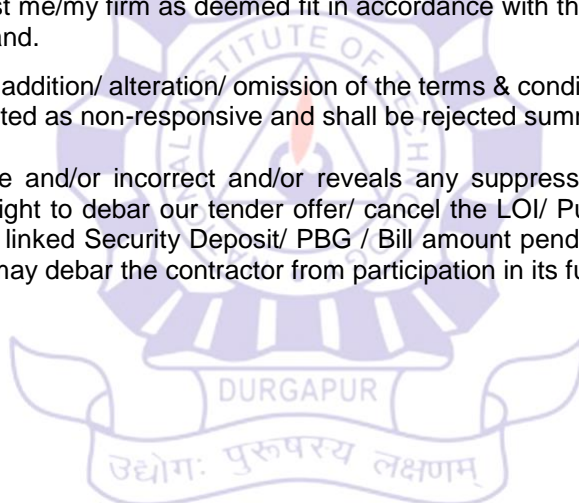
(Preferably To be typed on Firm/Company letterhead))

**a) Certified that:**

1. I/ We ..... have read, understood and agree with all the terms and conditions included in the tender documents & offer to execute the work as per tender terms & conditions (without any deviation) and at the rates quoted by us in the tender form.
2. If I/ We fail to enter into the agreement & commence the work in time, the Performance linked Security Deposit/ PBG deposited by us will stand forfeited to the NIT DURGAPUR.

**b) The tenderer hereby covenants and declares that:**

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender/Bid offer are correct. I/we verify the genuineness and correctness of all documents, including experience certificates attached with the bid submitted electronically or as a hard copy. Further I also declare that I have submitted the tender document digitally signed, without any additions /deletions/modifications, as a token of having read, understood and accepted the terms and conditions therein. I am also aware that I shall be held responsible in case any document attached is found false/forged/fabricated/ tempered/manipulated at any stage and the NIT DURGAPUR is fully competent to take any action against me/my firm as deemed fit in accordance with the terms and conditions of the contract and law of the land.
2. In case of any correction/ addition/ alteration/ omission of the terms & conditions in the tender document, our tender / bid shall be treated as non-responsive and shall be rejected summarily.
3. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, NIT DURGAPUR reserves the right to debar our tender offer/ cancel the LOI/ Purchase/ work order if issued and forfeit the Performance linked Security Deposit/ PBG / Bill amount pending with NIT DURGAPUR. In addition, NIT DURGAPUR may debar the contractor from participation in its future tenders.



Date:.....

Signature of Tenderer/Authorized Signatory

Place: .....

Name of Tenderer along with date & Seal

## Annexure-IX

### A) Manpower Rates and Price breakup per day:-

1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.	16.	17.	18.	19.	20.	21.	22.
Sl. No.	Types of Workers	Minimum Wage per day (as per central rate) (Basic + VDA) Rs.	EPF @ 13.00 % (on col. 3)	ESI @ 3.25 % (on col. 3)	HA @ 5% (on col. 3)	Bonus (Rs700/26 X 8.33 %)	Workmen's Compensation (4.81 % on col. 3)	Leave : MW x 16/365	Uniform was hing allowance (not more than Rs. 90/month.)Rs.	Total manpower (approx. Likely to increase or decrease)	Estimated Rate Per Person Per Day (INR)	Total Daily	Service Charges on col.3( To be quoted in Percentage(%))	Sub Total (INR)	Total Amount (in Rs.) Per Day	Amount of Manpower without GST	Total without GST (i+ii+iii)	Handling of tools and plants as mentioned in tender document and required consumable items per year (B) (Lumsum) Rs.	A + B	G S T @ 18 %	Total Amount with GST (in Rs.)
i)	Helper (Unskilled)	595	77.35	19.34	29.75	22.43	28.62	26.08	3	3	801.57	365	To be quoted	0	0	0	0	To be quoted	0	0	0
ii)	Electrician (Skilled)	788	102.44	25.61	39.40	22.43	37.90	34.54	3	4	1053.32	365	To be quoted	0	0	0	0	To be quoted	0	0	0
iii)	Site-in-Charge (Highly Skilled)	866	112.58	28.15	43.30	22.43	41.65	37.96	3	1	1155.07	365	To be quoted	0	0	0	0	To be quoted	0	0	0

**\*Bidder will quote their service charge in total as per BOQ, in percentage (Percentage) on Basic + VDA.**

**\*\*Handling of tools and plants as mentioned in tender document and required consumable items per year. ( Lumsum)**

- Enhancement of minimum wages during the entire contract period will be made as per revision of minimum wages time to time. Onus of providing Govt. Notification regarding minimum wages to the Institute lies with the agency / service provider. ( Institute will provide necessary fund if needed)
- The rates of statutory charges / benefits are subject to revision as amended from time to time by the concerned government authorities.
- Minimum wages are as per CLC(C) order no. F. No. 1 / 16(3) / 2022-LS-II, Dated: 28.09.2022.