

TENDER DOCUMENT FOR

‘Support Services for academic management, data analytics and works in administration and management, for *Homi Bhabha National Institute, a deemed to be university, Mumbai.*’



HOMI BHABHA NATIONAL INSTITUTE

(A Deemed to be University u/s 3 of UGC Act, MHRD & an Aided Institution of the DAE, Govt. of India)

2nd Floor, Training School
Anushaktinagar, Mumbai - 400094

Website: www.hbni.ac.in

Phone Nos.: 022 25597554, 25597626

TENDER NOTICE NO: HBNI/DEJ/2019/04

NAME OF WORK: *“Support Services for Academic Management, Data analytics and works in administration & Management at HBNI Central Office”*

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PART 1

NOTICE INVITING TENDER

SECTION - I



Homi Bhabha National Institute
2nd Floor, Training School Complex, Anushaktinagar,
Mumbai – 400094.
Tel. No.: 022-25597611 Fax : 022-25503384
Email : apohbni@hbni.ac.in

NOTICE INVITING TENDER NO: HBNI/DEJ/2020/01

“Support Services for academic management, data analytics and works in administration and management at HBNI Central Office” which shall include services not limited to data entry services, student support services, s/w maintenance and operations and compilation, collation of student results, printing, filing, recording & maintenance of students’ e-records/ e-register & related activities; assistance in the office works, management of files per procedures in the prescribed formats.

Estimated Cost	:	Rs. 60.00 Lakhs
Period & duration of the Contract	:	12 months & extendable for another 12 months*
Earnest Money Deposit	:	Rs. 1,20,000/-
(a) Date of Issue of Tender	:	24 February 2020 (from 12.30 hrs)
(b) Due date for submission of Tender	:	13 March.2020 up to 15:00 hrs
(c) Opening of tender	:	13 March 2020 at 15:30 hrs

The Tender document shall be downloaded from the HBNI website www.hbni.ac.in
There shall be no enquiries regarding Tender document directly/ or in person.

NOTE:

- (1) Canvassing in any form shall lead to disqualification from the process for participating in the Tender.
- (2) The respondents are requested to visit www.hbni.ac.in for frequent updates about the pre-bid meeting and tender updates.

**Subject to conditions laid therein.*

[REGISTRAR]

HOMI BHABHA NATIONAL INSTITUTE

2nd Floor, Training School Complex, Anushaktinagar, Mumbai – 400 094
Tel. No: 022-25597611 Fax: 022-25503384

NOTICE INVITING TENDER

- | | | |
|----|----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | NIT No. | No. HBNI/DEJ/2020/01 dt. 21.02.2020 |
| 2 | Name of work | <i>“Support Services for academic management, data analytics and works in administration and management at HBNI Central Office”</i> Works to be undertaken in the Central Office, Mumbai. |
| 3 | Estimated cost put to tender | Rs. 60.00 lakh |
| 4 | EMD | Earnest Money Deposit (EMD) of Rs.1.20 lakh to be submitted in the form of Demand Draft/ Bankers Cheque drawn in favour of Homi Bhabha National Institute, Mumbai. |
| 5 | Completion Period | 12 Months (from the date of award of the project and extendable for 12 months, subject to satisfactory performance) |
| 6 | Fee of Tender Document | Nil |
| 10 | Dates of availability of Tender Documents for download | from 24.02.2020 (12:30 hrs.) to 13.03.2020 (15:00 hrs.) website on www.hbni.ac.in

Detailed NIT is also available on website www.eprocure.gov.in for view only. |
| 11 | Uploading of Prebid queries | 24.02.2020 (12:30 Hrs) to 10.03.2020 (23:50 Hrs). Prebid Queries shall be uploaded on website www.hbni.ac.in |
| 12 | Last date and time of closing of online submission of tenders: | 13.03.2020(15:00 hrs.) |
| 13 | Last date for submission of original BIDs | On or before 15.03.2020 (15:00 hrs.) in the Office of CAO, HBNI, 2 nd Floor, Training School Complex, Anushaktinagar, Mumbai -400 094. |
| 14 | Date and time of opening of Technical Bid. | 13.03.2020 (15:30 hrs.) in the Office of CAO, HBNI, 2 nd Floor, Training School Complex, Anushaktinagar, Mumbai -400 094. |
| 15 | Date of opening of Financial Bids of qualified bidders | Will be notified at a later date |

Note: Department reserves the right to accept or reject the tender(s) in full or in part, without assigning any reason thereof. Tenders with any condition including conditional rebate shall be rejected forthwith.

2.1 Scope of Work

The scope of the work shall include works and services related to academic management, student data, file & Information management, collection and collation of academic data and information, preparation of periodic reports (fortnightly, monthly, quarterly, annually and such other periodic as may be needed by various authorities), preparation and drafting of communications – letters, circular, notices etc. for various authorities, support services in the management of website (specific to up-dation of circulars, notices and such other academic reports) as may be needed by the university, assistance in the stores and purchases (maintenance of assets, management of stock registers in the prescribed format), assistance & support services in the noting and drafting of purchase requirements, assistance and support in finance for accounting, support in budget, financing applications such as Tally; in regard to academics related information apply arithmetic calculation (using XL) arriving logical analysis and preparation of results in the desired tabulations.

In addition to above, provide services of support in the office management, coordination of the activities in meetings as per needs in the office. Any other activities arising out of academic and related but not limited to the activities for all the above functional requirements.

2.2 TENDER REQUIREMENTS FOR ELIGIBILITY

2.2.1 INITIAL CRITERIA FOR ELIGIBILITY FOR PRE-QUALIFICATION

The applicant who fulfils the following criteria shall be considered for participation. Joint Venture and Consortium etc., shall not be accepted.

Proof of registration with Government / Semi Government organizations like CPWD, MES, BSNL, Railways, State PWDs etc. in appropriate class OR having experience in execution of similar nature of works.

1.1 The applicant should have satisfactorily completed the works as mentioned below during the last **seven years ending previous day of last date of submission of tenders.**

- (i) Three similar works each costing not less than **Rs.24.00 lakh or** similar completed works/ projects costing not less than the amount equal to 40% of estimated cost in the tender.

or

Two similar works each costing not less than **Rs.36.00 lakh or** not less than the amount equal to 60% of the estimated cost in the tender.

or

One similar work costing not less than **Rs.48.00 lakh or** imilar completed works/ projects of aggregate cost not less than the amount equal to 80% of the estimated cost.

and

- (ii) One completed work of any nature (either part of (i) above or a separate one) costing not less than **Rs.24.00 lakh** with some Central Government Department/ State Government Department, Central Autonomous Body /State Autonomous Body, Central Public Sector Undertaking/State Government Public Sector Undertaking/ City Development Authority /Municipal Corporation of City formed under any Act by Central/State Government and published in Central/State Gazette.
- 2.2.2 The firms having annual financial turnover of INR 150 Lakhs shall have executed projects of similar nature of works with the notified agencies, institutions described at 2.2.1 (iv) Technical Criteria as under:
- 2.2.3 Similar work shall mean works of Data entry operation / works and other related works as specified in the scope of the work above.
- 3 The Firms must submit the Work Order issued by the firms/ agencies and self-certify the documents in proof of the claims made.
- 4 Firms must attach a satisfactory completion certificate from the agency/ organization for which the specific work executed, for all the completed projects.
- (i) The firm shall be a registered as per the Govt. guidelines/ regulations. *[proof of the copy of the Registration Certificate must be enclosed]*
 - (ii) The firm shall have a full-time office (*fully functional with suitable skilled staff for the management of their office*), the staff and officers having an operational knowledge and skills for an office functioning *[give brief profile of the staff as in Technical Bid format I]*
 - (iii) The firm shall have average annual financial turnover of minimum INR 150 Lakhs. *[Copy of annual accounts statement, income expenditure for last 3 years shall be enclosed, certified by the CA]*. The firm should not have incurred loss in the last 2 immediately preceding years.
 - (iv) The firm shall have undertaken similar data entry operating services in the Govt./private organizations, firms, educational institutions in the last 5 years and the amount/ financial worth of such services as indicated in the financial criteria (*Financial Bid format I*). Firms having executed a tender in higher education institutions universities will be an added advantage. The firm should have executed at least 3 projects in the last 3 years. *[copies of work order and or completion certificate from clients shall be enclosed]*
- 5 The firms shall provide the list of staff hired and deputed, with brief profile & educational qualifications in the ongoing projects of similar nature. *[provide a list with minimum 25 staff along with name and organization deputed]*

FINANCIAL CRITERIA

- 5.2.1 Firms meeting the minimum technical criteria (given above) will be considered as the qualifying firms. Firms qualifying the technical criteria, their financial bids will be considered for evaluation. Those not technically qualified, their financial bids in the unopened form will be returned by post.
- 5.2.2 The tenderer/ selected agency will pay the technical representatives deployed as in Section V, 2.3, these shall also follow such guidelines of the Govt. notifications issued from time to time:
- 5.2.3 (a) where applicable, the statutory orders issued by the Labour Ministry through the office of Commissioner of Labour may be followed.
- 5.2.4 (b) where applicable, EPF, ESIC, Professional Tax and other statutory contributions to be borne by the tenderer/ selected agency/ the service provider at the applicable rates as per the such notifications.

5.2.5 INSTRUCTIONS TO THE SERVICE PROVIDER [SELECTED AGENCY]

The Contractor shall submit a monthly bill for the claim of services made for the total number of technical representatives deployed. The following documents in support of the claims (where applicable) shall be made at the time of claiming of the Bills for each month:

- (i) Combined Challan for Employees Provident Fund (EPF)
- (ii) Scheduled Bank E-Pay Order for paying employees provident fund
- (iii) E-challan payment for ESIC
- (iv) Proof of Payment of GST
- (v) Bank statement for payment of salary to workers
- (vi) Wage Register (as per the Excel format given by Accounts, HBNI) &
- (vii) Receipt towards payment of Professional Tax to the Maharashtra Govt.

GST shall be paid by the service provider/ contractor and claimed in the bill as a separate component. The bills shall be submitted by the contractor every month on or before 5th calendar day.

- 5.2.6 The Contractor shall pay the salary/ wages to its employees on calendar month basis on or before 05th day of the next month. The Contractor shall hand over pay slips to its respective employees along with the statutory deductions to be made such as ESI, PF etc. In case of delay in payment to the workforce beyond 5th of the next month, the Contractor agree to pay a penalty of Rs.100/- (Rupees One Hundred only) per workman per day of delay. The penalty paid by the Contractor to its technical representatives shall not be claimed from HBNI.
- 5.2.7 The Contractor shall remit its statutory contributions towards EPF, ESIC in respect of its employees in time and confirm the remittance to its employees (*where applicable*). The Contractor shall open EPF account and provide procuring of necessary I card for ESIC benefits in respect of its employees. The Firm shall provide the Provident Fund statements, ESIC subscription to the workforce directly.
- 5.2.8 An authorized Supervisor / Representative of the Contractor, who will be authorized by the firm to append his signature on the payment receipts, give his

acknowledgement towards receipt of any letter/ document and also submit communications under his signature on behalf of the firm. He shall visit the HBNI office at least once a week and/ or on call whenever required for redressal of grievance to supervise their employees and meet the HBNI authorities.

5.2.9 In case, any manpower deployed by the Contractor proceeds on long leave, a suitable substitute to the satisfaction of HBNI shall be deployed within 2 days. The firm should provide a substitute in place of any workforce not attending HBNI due to leave or any other reasons.

5.2.10 If no substitute is provided at any point of time for more than three days, a **penalty** at the rate of ₹3000/2000/1600 shall be imposed based on the category of deployment and recovered from the next bill of the firm without any notice.

5.2.11 The firm shall provide Photo Identity Cards, Police Verification Certificate, Academic/Computer Qualifications certificates, AADHAR card of the workforce deployed for record of HBNI office and Security and register their names in PF/ ESIC etc.

6. Instructions to Tenderers

6.1 The Tender document shall be downloaded from the website: www.hbni.ac.in

6.2 Tender Responses shall be submitted in the format given as under:

- (a) Technical Bid in the prescribed format given in Technical Bid Form I
- (b) Financial Bid in the prescribed format given in Financial Bid Form II

6.2 The Tender document responses shall accompany the following supporting documents in proof of the claims made:

- (a) Past experience/ list of similar work completed/ in-progress with their costs during last seven years.
- (b) Latest Income Tax Clearance Certificate.
- (c) Goods & Services Tax registration certificate.
- (d) List of qualified staff available with the Tenderer for executing the services.
- (e) Profit and Loss Account and Balance Sheet of last 5 years (certified by a CA)
- (f) Latest Bank Solvency Certificate of value not less than 40% of the estimated cost issued not earlier than one year from date of starting of sale of tender.

Note 1: Original documents shall be produced for verification as and when called for.

Note 2: The Contractors shall submit a list of works which are in hand (in progress) in the prescribed form given in Technical Bid Format I.

6.3 Tender Evaluation and Assessment

The firms' tender response meeting the minimum Technical criteria and found technically qualified (as listed in 2.2.1) will only be considered for opening and assessment of the financial bid. Those not qualified in the technical criteria, the financial bid along with EMD will be returned unopened.

The Financial Bid assessment will be based on the service charge quoted for the data entry operation being rendered. The unit rates of wages fixed for the level &

category of staff shall be fixed by the firms/ agency as given in the Financial Bid Format II. The Financial Bid shall be given in the prescribed format only.

Firms providing information as prescribed in 2.2.1 (a) and (b) will be assigned the minimum qualifying marks. Firms providing information beyond the minimum prescribed and the maximum number will be assigned higher score for arriving at suitable scored in ranking the respondents. These higher scoring will be used for ranking the bids in the technical criteria.

For the Financial bid, the minimum prescribed service charges/rates shall be considered as qualifying firm under financial criteria.

The combined highest Technical and Financial scorer will be the successful bidder. Accordingly, the weightage for the Technical and Financial Bid will be 70:30 out of 100 scale. The minimum qualifying marks for Technical Bid are 55 points.

The lowest financial scorer, with minimum prescribed rates shall be given full score of 30 and higher will be proportionately reduced.

Firms meeting the minimum technical criteria will be assigned minimum qualifying marks, those firms with higher qualifications in terms of higher turnover, relevant experience, executed projects in HR, data entry operation, IT and related services who executed in government agencies, higher educational institutions universities will be assigned additional scores.

- 6.4 Tender documents are not transferable. No sub-contracting is permissible.
- 6.5 Vice-Chancellor, HBNI reserves the right to reject any or all tenders or to award part(s) of work to different agencies without assigning any reasons thereof.
- 6.6 Tenders should be submitted only in the prescribed format Annexed to the Tender Document.
- 6.7 Earnest Money shall be submitted along with the Tender Documents. The Earnest Money Deposit should be in the form of **Fixed Deposit Receipt** only drawn on any Nationalised/Scheduled Bank in favour of "**Accounts Officer, HBNI**". Tenders not accompanied by Earnest Money will be summarily rejected. **Cash, Demand draft, Cheque, Bank Guarantee etc. for Earnest Money Deposit will not be accepted.**
- 6.8 Tenders are to be submitted in sealed envelopes consisting of the following:

Envelope No.1: Earnest Money Deposit (EMD).

Envelope No.2: Tender Document (Technical and Financial Bid separately) duly completed in all respect and signed on all pages by the authorized signatory.

These envelopes shall then be placed in another sealed envelope super-scribing the tender reference number, and name of work and submitted to the following address:

Chief Administrative Officer
Homi Bhabha National Institute,
2nd Floor, Training School Complex
Anushaktinagar, Mumbai-400094

The envelope containing the EMD shall be opened first. If EMD is found to be in order then only the envelope containing the tender will be opened. In case the EMD is not deposited or not found in order, the tender shall not be considered at all.

- 6.9 It will be obligatory on the part of the Tenderer to sign on all the pages of the tender document for all the components/parts of the Tender and affix his/his Company's rubber stamp on every page of the Tender.
- 6.10 GST or any other tax applicable in respect of supply of service will be payable only on production of documentary evidence to the satisfaction of Paying Authority.
- 6.11 Tenderers should quote the rates in figures as well as in words in Schedule - B. The amount for each item should be worked out and the requisite totals given. All corrections shall be attested by dated initials of the Tenderer.
- 6.12 If the amount of an item is not worked out by the Tenderer or if it does not correspond with the rates written either in figures or in words then the rates quoted by the Tenderer will be taken as correct, not the amount. If there found to be any discrepancy between the rates written in figures and words, then the rates which correspond to the amount worked out by the tenderer will be taken as correct.
- 6.13 Income tax and TDS on GST as applicable shall be deducted from each bill paid to the contractor. Any other taxes/cess as per Government directives shall be deducted from each bill paid to the contractor from time to time.
- 6.14 Partnership firms will be considered only if:
 - (a) Partnership Deed Agreement has been entered into before the purchase of Tender Document and copy thereof is enclosed with the Tender.
 - (b) The Tender Document is purchased in the name of Partnership Company such Partnership is legally in order.
- 6.15 The Vice-Chancellor, HBNI does not bind himself to accept the lowest tender or any tender and reserves to himself the right to accepting the whole or any part of the tender and the tenderer shall be bound to perform the services at the rates quoted and as accepted in the Work order/Agreement.
- 6.16 Tenders with any condition including conditional rebate shall be rejected. However, tenders with unconditional rebate will be accepted.
- 6.17 Before submitting the tenders, if the tenderers prefer shall visit the work site viz. Training School Complex, Homi Bhabha National Institute, Anushaktinagar, Mumbai – 400094, for full understanding of the scope of work.
- 6.18 The quotation shall have a minimum validity of 90 days from date of opening of tender. If any Tenderer withdraws his tender before expiry of the validity period or makes any modifications in the terms and conditions of the tender which are not acceptable to the HBNI, then HBNI shall without prejudice to any right or remedy, be at liberty to forfeit 50% of the Earnest Money absolutely. Modified Tenders, in any case, shall not be accepted.

CANVASSING IN ANY FORM IN CONNECTION WITH THE TENDER IS STRICTLY PROHIBITED AND SHALL DISQUALIFY THE TENDERER.

6.19 For any clarifications, please contact Assistant Registrar, HBNI 2nd Floor, Training School Complex Anushaktinagar, Mumbai - 400094 [Phone No. 022 25597611].

REGISTRAR
Homi Bhabha National Institute

SECTION III

FORM OF AGREEMENT AND GENERAL RULES AND SECTIONS FOR THE GUIDENCE OF CONTRACTORS MEMORANDUM

ITEM RATE TENDER & CONTRACT FOR WORKS FORM OF TENDER AND GENERAL RULES AND DIRECTIONS FOR THE GUIDENCE OF CONTRACTOR

1. All works proposed for execution by contract will be notified in a form of invitation to tender pasted in public places and signed by the Officer inviting tender (**Registrar, HBNI Mumbai - 400094**) or by publication in Newspapers as the case may be.
2. This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the application, and the amount of Security Deposit and Performance Guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from the bills. Copies of the specifications, designs and drawings any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of the officer inviting tender, during office hours.
3. In the event of the tender being submitted by a firm, it must be signed separately by each partner, thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
4. Receipts for payments made on account of work, when executed by a firm, must also be signed by all the partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
5. Any person, who submits a tender, shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes. The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one.
6. The officer inviting tender or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money shall thereupon be given to the contractor who shall thereupon for the purpose of identifications sign copies of the specifications and other

- documents mentioned in Rule 1. In the event of a tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest.
7. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
 8. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as an acknowledgment of payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.
 9. The memorandum of work tendered for and the schedule of materials to be supplied by the Homi Bhabha National Institute and their issue rates, shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
 10. The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.
 11. Use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.
 12. In the case of item rate tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in Item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found the rate which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an Item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s) and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and the work will be required to be executed accordingly.
 13. In case of any tender where unit rate of any item / items appear unrealistic, such tender will be considered as unbalanced and incase the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
 14. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word `Rs.` should be written before the figure of rupees and word `P` after the decimal figures, e.g., `Rs.2.15 P` and in case of words the word `Rupees` should precede and the word `Paise` should be written at the end. Unless the rate is in whole rupees and followed by the word `only` it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word `only` should be written closely following the amount and it should not be written in the next line.
 15. (i) The contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (five percent) of the tendered amount within the period specified in Schedule `F`. This guarantee shall be in form of Fixed Deposit Receipts or Bank Guarantee of any Nationalized

/Scheduled bank in accordance with the prescribed form. (ii) The contractor whose tender is accepted will also be required to furnish by way of security deposit for the fulfillment of his contract, an amount equal to 2.5% of the tendered value of the work.

16. The security deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money deposited at the time of tenders, will be treated as part of security deposit. The security amount will also be accepted in Fixed Deposit Receipts or Bank Guarantee of any Nationalized /Scheduled bank will also be accepted for this purpose provided confirmatory advice is enclosed.
17. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Officer in charge shall be communicated in writing to the Registrar.
18. GST or any other tax applicable in respect of supply of service is payable on production of documentary evidence to the satisfaction of Paying authority.
19. The contractor shall give a list of both gazetted and non-gazetted HBNI employees if anybody related to him.
20. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
21. The tender for composite work includes, in addition to building work, all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc. The tenderer apart from being a registered contractor (B&R) of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.
22. 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 breach of the contract and the Director, HBNI, Mumbai may in his discretion, without prejudice to any other right or remedy available in law, 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.

DECLARATION

I/We, hereby declare that, I/We shall treat the tender documents drawings and other records connected with the work as Secrete/Confidential documents and shall not communicate information /derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the state.

Dated _____ day of February 2020.

TENDERER(s) * SIGNATURE

Witness
Address.....
Occupation

ACCEPTANCE

The above tender is hereby accepted by me for and on behalf of the Vice Chancellor, HBNI

Dated the _____ Day of _____ 2020

.....
For and on behalf of the Homi Bhabha
National Institute

*Signature of contractor before submission of tender.
+Signature of witness to contractor’s signature.
@Signature of the officer by whom accepted.

SPECIAL CONDITIONS OF CONTRACT

DEFINITIONS

1. The '**Contract**' means the documents forming the tender and acceptance thereof and the formal agreement executed between the President of India/HBNI and the Contractor, together with the documents referred to therein including these conditions, the specifications and instructions issued from time to time by the Registrar, HBNI / Officer-In-Charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

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

a) The expression '**Works**' or '**Work**' shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

b) The '**Site**' shall mean the land and/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.

c) The '**Contractor**' shall mean the individual, or firm or company, whether incorporated or not, undertaking the works and shall include the legal personnel representative of such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual, or firm or company.

d) The '**Vice Chancellor**' means the Head of the Institute, HBNI. The '**Registrar**' means the authorized signatory of the work on behalf of the Vice Chancellor. The '**Officer-in-Charge**' shall be in charge of the work.

e) '**Government**' or '**Government of India**' shall mean the Central Government headed by the President of India.

f) Excepted risk 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, damages from air craft, acts of God such as earthquake, lightning and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.

g) '**Market Rate**' shall be the rate as decided by the Officer-in- Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in schedule 'F' to cover, all overheads and profits. '**Contract Price**'

means the sum named in the Tender subject to such additions there to or deductions there from as may be made under the provisions herein before contained.

h) '**Temporary Work**' means all temporary works of every kind required in or about the execution, completion and maintenance of the works.

i) Words imparting the singular number includes the plural number and vice versa according to the context.

j) '**Tendered value**' means the value of the entire work as stipulated in the letter of award.

3. 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.

4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

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

6. 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 descriptions given in the Schedule of Quantities (Schedule – B) 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 practice and recognized principles.

7. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, 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.

8. The several documents forming the 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.

8.1 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 and Special Condition, if any.
- iii) Drawings.

- iv) Specifications.
- v) Indian Standard Specifications of BIS.

8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

9. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority shall, within 15 days from the stipulated date of start of work, sign the contract consisting of:-

- i) The notice inviting tender, 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.
- ii) Standard form as mentioned in Schedule 'F' consisting of:
 - a. Various standard clauses with corrections up to the date stipulated in schedule 'F' along with annexure thereto.
 - b. BARC safety Code.
 - c. Model Rules for the protection of health, sanitary arrangements for workers employed by BARC or its contractors.
 - d. BARC Contractor's Labour Regulations.
 - e. List of Acts and omissions for which fines can be imposed.
- iii) No payment for the work done will be made unless contract is signed by the contractor.

CLAUSES OF CONTRACT

CLAUSE 1: PERFORMANCE GUARANTEE

- i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of intent. This period can be further extended by the Officer-In-Charge up to a maximum period as specified in Schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Officer-In-Charge. This guarantee shall be in the form of Fixed Deposit receipts or Bank Guarantee of any Nationalized/Scheduled Bank or the State Bank of India in accordance with the form annexed as Appendix hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government/Institute as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government/HBNI to make good the deficit.

- ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- iii) The Officer-In-Charge shall not make a claim under the Performance guarantee except for amounts to which the President of India/HBNI is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Officer-In-Charge may claim the full amount of the Performance guarantee.
 - (b) Failure by the contractor to pay Vice Chancellor, HBNI any amount due, either as agreed by contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Officer-In-Charge.
- iv) In the event of the contract being determined or rescinded under provisions of any of the clause /condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India/HBNI.

CLAUSE 1-A: RECOVERY OF SECURITY DEPOSIT

The person/ persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government/HBNI at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by Government/HBNI by way of Security Deposit unless he has / they have deposited the amount of Security at the rate mentioned above in form of Fixed Deposit Receipts. In case a fixed deposit receipt of any bank is furnished by the contractor to the Government/HBNI as part of the security deposit and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government/HBNI to make good the deficit.

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 Government/HBNI or 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 fixed deposit receipt tendered by the State Bank of India or by scheduled banks endorsed in favour of the **Accounts Officer, HBNI, Anushaktinagar, Mumbai 400094**, 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 collected from the running bills of the contractor at the rates mentioned above and the Earnest Money if deposited at the time of tenders will be treated a part of the Security Deposit.

CLAUSE 2 - Compensation for delay

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

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

i) Compensation for delay of work - @1.5% per month of delay to be computed on per day basis. Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular mentioned milestone in schedule F, or the re-scheduled milestone (s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s) the withheld amount shall be released.

In case the contractor fails to make up for the delay in subsequent milestone(s) amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever shall be payable on such withheld amount.

CLAUSE 3: DETERMINATION OF CONTRACT: POWERS OF OFFICER-IN-CHARGE

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

- (i) If the contractor having been given by the Officer-In-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman-like manner shall omit to comply with the requirements of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause suspended the progress of work or has failed to proceed with the work with due diligence so that in the opinion of the Officer-In-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continue to do so after a notice in writing of 7 days from the Officer-In-Charge.
- (iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such

- date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Officer-in- Charge.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the items and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Officer -in- Charge.
 - (v) If the contractor shall offer or give or agree to give to any person in government service or any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government/HBNI.
 - (vi) If the contractor shall enter into a contract with Government/HBNI in connection with which commission has been paid or agree 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 Officer-In-Charge.
 - (vii) If the contractor shall obtain a contract with Government/HBNI as a result of wrong tendering or other non-bonafide method of competitive tendering.
 - (viii) If the contractor being an individual or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act 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 of his estate or if a trust deed be executed by him for benefit of his creditors.
 - (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
 - (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
 - (xi) If the contractor assigns, transfers, sublets (engagements of labour on a piece work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Officer-In-Charge.
 - (xii) If the work is not started by the contractor within 1/8th of the stipulated time. When the contractor has made himself liable for action under any of the cases aforesaid, the Officer-In-Charge on behalf of the President of India shall have powers:
 - (a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Officer-In-Charge shall be conclusive evidence). Upon such determination the earnest money deposit, security deposit already recovered and performance guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of Government.
 - (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof as shall be un-executed out of his

hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work. In the event of above courses being adopted by the Officer-In-Charge the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Officer-In-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 3A: In case the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

CLAUSE 4: Contractor liable to pay compensation even if action not taken under Clause 3, Powers to take possession of or require removal of or sell contractor's plant.

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

CLAUSE 5 Time and Extension for delay

The time allowed for execution of the Works as specified in the Schedule "F" or the extended time in accordance with these conditions shall be the essence of the Contract.

The execution of the 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, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

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

5.2 If the work(s) be delayed by:-

- I. Force majeure, or
- II. Abnormally bad weather or
- III. Serious loss or damage by fire, or
- IV. Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- V. Delay on the part of other contractors or tradesmen engaged by Officer-In-Charge in executing work not forming part of the Contract, or
- VI. Non-availability of stores, which are the responsibility of Government/HBNI to supply or
- VII. Non-availability or break down of tools and plant to be supplied or supplied by Government/HBNI or
- VIII. Any other cause which in the absolute discretion of the authority mentioned in Schedule "F" is beyond the Contractor's control.

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Officer-In-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Officer-In-Charge to proceed with the works.

5.3 In any such case the authority mentioned in Schedule" F" may give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension shall be communicated to the Contractor by the Engineer in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Officer-In-Charge and this shall be binding on the contractor.

CLAUSE 6: Measurements of the work done

Officer-in-Charge 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 Officer-In-Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge 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 Officer-In-Charge or his representative, the Officer-In-Charge and the Department 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 Officer-In-Charge or his representative shall be deemed to be accepted by the Contractor.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels. Except where any general or details 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 Officer-In-Charge 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 place beyond reach of measurement any work without consent in writing of the Officer-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 measurements without such notice having been given or the Officer-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.

Officer-In-Charge 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 stipulate 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.

CLAUSE 6A: MEASUREMENT BOOK

Officer-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 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.

CLAUSE 8: Completion certificate and completion plans.

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Officer-In-Charge and within thirty days of the receipt of such notice the Officer-In-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of 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, doors 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 Officer-In-Charge. 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 off dirt on or before the date fixed for the completion of work, the Officer-In-Charge 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.

CLAUSE 8A: Contractor to keep site clean

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

CLAUSE 8B: Completion plans to be submitted by the contractor.

The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-1 internal) 2005 and (Part-II external) 1994, as applicable within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs.15, 000 (Rs. Fifteen thousand only) as may be fixed by the Director concerned and in this respect the decision of the Director shall be final and binding on the contractor.

CLAUSE 9: Payment of final bill

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Officer-In-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Officer-In-Charge, will, as far as possible be made within the period specified here in under, the period being reckoned from the date of receipt of the bill by the Officer-In-Charge or his authorized officials.

CLAUSE 9A: PAYMENT OF CONTRACTOR'S BILLS TO BANK

Payments due to the contractor may if so desired by him be made to his bank instead of direct to him provided that the contractor furnishes to the Officer-In-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank to receive payments and (2) his own acceptance of the correctness of the account made out as being due to him by Government or his signature on the bills or other claim preferred against Government before settlement by the Officer-In-Charge of the account or claim by payment to the bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment, the contractor should wherever possible present his bills duly receipted and discharged through his bankers.

Nothing herein contained shall operate to create in favour of the bank any rights or equities visa- vis the President/HBNI.

CLAUSE 10: MATERIALS SUPPLIED BY GOVERNMENT: Not Applicable to this contract

CLAUSE 10A: MATERIALS TO BE PROVIDED BY THE CONTRACTOR: Not Applicable to this contract.

CLAUSE 10B: Not Applicable to this contract.

CLAUSE 10C: PAYMENT ON ACCOUNT OF INCREASE IN PRICES / WAGES DUE TO STATUTORY ORDER(S)

The notifications issued by statutory bodies such as Office of Chief Labour Commissioner (C), Ministry of Labour & Employment, Govt. of India shall be taken into account.

Increase in basic rates, DA, VDA etc. announced periodically by Office of Chief Labour Commissioner (C), Ministry of Labour & Employment, Govt. of India during the currency of the Contract may be taken into account.

If after submission of the tender, the price of any, material incorporated in the works (not being a material supplied from the Officer-In-Charge stores in accordance with clause 10

thereof) and/or wages of labour increases as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes in GST) and such increase in the price and/or wages prevailing at the time of the last stipulated date for receipt of the tenders including extensions, if any for the work, and the contractor there upon necessarily and properly pays in respect of that material (incorporated in the works) such increased price and/or in respect of labour engaged on the execution of the work at such increased wages, then the amount of the contract shall accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of the work in question.

If after submission of the tender, the price of any material incorporated in the works (not being a material supplied from the Officer-In-Charge's stores in accordance with Clause 10 thereof) and/or wages of labour is decreased as a direct result of the coming into force of any fresh law or statutory rule or order (but not due to any changes in GST) and such decrease in the prices and/or wages prevailing at the time of receipt of the tender for the work, Government shall in respect of material incorporated in the works (not being materials supplied from the Officer-In-Charge's stores in accordance with Clause 10 hereof) and/or labour engaged on the execution of the work after the date of coming into force of such law, statutory rule or order be entitled to deduct from the dues of the contractor such amount as shall be equivalent to difference between the prices of the materials and/or wages as they prevailed at the time of the last stipulated date for receipt of tenders including extensions, if any, for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order.

The contractor shall, for the purpose of this condition keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorised representative of Government and further shall, at the request of the Officer-In-Charge, may require any documents so kept and such other information as the Officer-In-Charge may require.

The Contractor shall within a reasonable time of his becoming aware of any alteration in the price of any such material and/or wages of labour give notice thereof to the Officer-In-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in a position to supply.

For this purpose, the labour component of the work executed during any period shall be the percentage as specified in Schedule 'F' of the value of work done during that period.

CLAUSE 10CA: Payment due to variation in prices of materials after receipt of tender:

Not applicable to this contract.

CLAUSE 10 (CC): PAYMENT DUE TO INCREASE / DECREASE IN PRICES / WAGES AFTER RECEIPT OF TENDER FOR WORKS:

Not applicable to this contract.

CLAUSE 10D: EXCAVATED/ DISMANTLED MATERIALS WILL BE GOVT. PROPERTY:

Not applicable to this contract.

CLAUSE 11: WORK TO BE EXECUTED AS PER SPECIFICATIONS, DRAWINGS, ORDERS, etc.

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and 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 designs, drawings and instructions in writing in respect of the work signed by the Officer-In-Charge and the contractor shall be furnished free of charge one copy of the such specifications, and of all such designs, drawings and instructions in force from time to time with up to date correction slips or any other printed / cyclostyled publication on General specifications referred to elsewhere in the contract.

CLAUSE 12: DEVIATIONS / VARIATIONS EXTENT AND PRICING: Not applicable

CLAUSE 13: FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

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

CLAUSE 14: Deleted

CLAUSE 15: SUSPENSION OF WORK

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

- (a) on account of any default on the part of the contractor or;
- (b) for proper execution of the works or part thereof for reasons other than the default of the contractor; **or**
- (c) for safety of the works or part thereof.

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

ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:

(a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;

(b) If the total period of all such suspensions in respect of an item or group of items of work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Officer-In-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his

employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor. Provided the contractor submits his claim supported by details to the Officer-In-Charge within fifteen days of the expiry of the period of 30 days.

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

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

CLAUSE 16: ACTION IN CASE WORK NOT DONE AS PER SPECIFICATIONS

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 Officer-In-Charge, his authorised subordinates in charge of the work and all the superior officers, officer of the Quality Control Organization of the Department and of the Chief Technical Examiner's Office, 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 Officer-In-Charge or his authorised subordinates incharge of the work or to the Chief Officer-In-Charge of Quality Control or his subordinate officers or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsold, 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 Officer-In-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Officer-In-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

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

CLAUSE 17: CONTRACTOR'S LIABILITIES DURING MAINTENANCE PERIOD:

Not applicable to this contract.

CLAUSE 18: CONTRACTOR TO SUPPLY TOOLS & PLANTS etc.

Not applicable to this contract.

CLAUSE 18A: RECOVERY OF COMPENSATION PAID TO WORKMAN

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

CLAUSE 18B: ENSURING PAYMENT AND AMENITIES TO WORKERS IF CONTRACTOR FAILS TO DO SO

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and of the contract labour (Regulation and Abolition) Central Rules, 1971, Government is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the Rules, under Clause 19 H or under the DAE Contractor's Labour Regulations, or under the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Department of Atomic Energy contractors, Government 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 the Government under Section 20, sub-section (2) and Section 21, sub-section (4) of the contract labour (Regulation and Abolition) Act, 1970, Government 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 Government to the contractor whether under this agreement or otherwise. Government shall not be bound to contest any claim made against it under Section 20, subsection (1) and section 21, sub-section (4) of the said Act, except on the written request of the contractor and upon his giving to the Government full security for all costs for which Government might become liable in contesting such claim.

CLAUSE 19: LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR

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 provision of the Child Labour (Prohibition & Regulation) Act-1998. 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 this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

CLAUSE 19A: NO LABOUR BELOW 14 YEARS: No labour below the age of 14 (fourteen) years shall be employed on the work.

CLAUSE 19B: FAIR WAGE CLAUSE (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 the DAE, Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

Explanation: "Fair Wage" means wage whether for time or piece work notified at the time of inviting tenders or the work and where such wages have not been so notified the wages prescribed by the Central Public Works department for the district in which the work is done. It will be notified/ prescribed by CPWD in consultation with the officers of the Industrial Relations Machinery located in the respective areas and will not be less than the minimum rates of wages fixed by the Government for the class of employees engaged on the same area.

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 agreement, the contractor shall comply with or cause to be

complied with the DAE Contractor 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 unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, wherever applicable.

iv-a) The Officer-In-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deduction made from his or their wages which are not justified by their terms of the contract or non-observance of the regulations.

iv-b) Under the provisions of the minimum wages act 1948 and the minimum wages (Central) Rules, 1950, the contractor is bound to allow or cause to be allowed to the labourers directly or indirectly employed in the works one day's rest for six days continuous work and pay wages at the same rate as for duty. In the event of default, the Officer-In-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holiday to any labourer, and pay the same to the persons entitled thereto from any money due to the contractor by the Officer-In-Charge.

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 Benefit 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 Government against payments to be made under and for the observance of the laws aforesaid and the D.A.E. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.

vii) The regulations 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) Vis-a-vis, the Central Government, the contractor shall be primarily liable to all payments to be made under, and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

19B (1): Additional Liabilities if any in complying with the provisions of clause 19(B) – (i) to (viii) shall be entirely to the contractor's account.

CLAUSE - 19C SAFETY PROVISIONS FOR LABOUR & PENALTY ON DEFAULT

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractor shall at his own expense arrange for the safety provisions as per DAE 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 arrangements and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs. 200/- for each default and in addition the Officer-In-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 19D: SUBMISSION OF LABOUR CHART BY EVERY FORTNIGHT

The contractor shall submit, by the 4th and 19th of every month, to the Officer-In-Charge a true statement showing, in respect of the second half of the preceding month and the first half of the current month respectively.

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 19 F and the amount paid to them.

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

CLAUSE 19E: HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS

The contractor should comply with this provision in respect of all labour directly or indirectly deployed in the works.

CLAUSE 19F: MATERNITY BENEFIT RULES FOR FEMALE WORKERS EMPLOYED BY CONTRACTORS.

Leave and pay during leave shall be regulated as follows

1) LEAVE

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

2) PAY

- i) **In the case of delivery** leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rs.1/- only a day whichever is greater.
- ii) **In case of miscarriage:** leave pays at the rate of average daily earnings calculated on the total wages earned on the days when full time work was done during a period of 3 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 6 (six) months immediately preceding the date on which she proceeds on leave.

- 4) The contractor shall maintain a register of maternity (Benefit) in the prescribed form as shown below and the same shall be kept at the place of work.

CLAUSE 19G: PENALTY FOR NON-COMPLIANCE OF LABOUR REGULATIONS

In the event of the contractor(s) committing a default or breach of any of the provisions of the D.A.E. Contractor's Labour Regulations and Model Rules and provisions of Contract Labour (R&A) Act 1970, and Central Labour (R&A) Central Rules, 1971, for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government a sum not exceeding Rs. 200/- for every default, breach or furnishing, making, submitting, filling such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs. 200/- per day for each day of default subject to a maximum of 5% of the estimated cost of the work put to tender. The decision of the Officer-In-Charge shall be final and binding on the parties. Should it appear to the Officer-In-Charge that the Contractor(s) is/are not properly observing and complying with the Model rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the contract Labour (R&A) Central Rules 1971 for the protection of health and sanitary arrangements for work people employed by the contractor(s) (hereinafter referred as "the said Rules") the officer-in-charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/or observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-charge shall have the power to provide the amenities here-in-before mentioned at the cost of the contractor(s).

The contractor(s) shall erect, make and maintain at his/their own expense according and to approved standards all necessary huts and sanitary arrangements required for his/their workpeople on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Officer-In-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standard, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Officer-In-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19H: PROVIDING HUTMENTS, W/S, S/I, DRAINAGE, SANITATIONS ETC. FOR WORKERS: Not Applicable since it is not construction work.

CLAUSE 19I: REMOVAL OF INCOMPETENT WORKERS

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

CLAUSE 19J: NO PART OF BUILDING TO BE OCCUPIED- ACTION ON BREACH THEREOF: Not Applicable since it is not construction work.

CLAUSE 19 K: EMPLOYMENT OF SKILLED/SEMI-SKILLED WORKERS

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

CLAUSE 20: MINIMUM WAGES ACT TO BE COMPILED WITH

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

CLAUSE 21: WORK NOT TO BE SUB-LET / ACTION IN CASE OF INSOLVENCY

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

CLAUSE 22: SUMS PAYABLE BY WAY OF COMPENSATION

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

CLAUSE 23: CHANGES IN FIRM'S CONSTITUTION TO BE INTIMATED

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

CLAUSE 24: WORKS TO BE UNDER DIRECTION OF OFFICER-IN-CHARGE

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

CLAUSE 25: Settlement of Disputes & Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications and instructions here-in before mentioned and as to the quality of workmanship or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications and 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 :

If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any decision given in writing by the Officer-In-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Registrar in writing for written instruction or decision. Thereupon, the Registrar shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter. If the Registrar fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Registrar, the contractor may, within 15 days of the receipt of Registrar's decision, appeal to the Director, HBNI who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Director, HBNI shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with this decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the Director, HBNI for appointment of arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

Detailed provisions may be seen in the schedules uploaded in the website.

CLAUSE 25A: DELETED

CLAUSE 26: CONTRACTOR TO INDEMNIFY GOVT. AGAINST PATENT RIGHTS:

Not applicable to this contract.

CLAUSE 27: LUMP SUM PROVISION IN TENDER

When the estimate on which a tender is made include lump sums in respect of parts of the work the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates, as are payable under this contract for such item, or if the part of the work in question is not, in the opinion of the Officer-In-Charge capable of measurement, the Officer-In-Charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Officer-In-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

CLAUSE 28: ACTION WHERE NO SPECIFICATIONS ARE SPECIFIED

In the case of any class of work for which there is no such specification as is mentioned in Clause 11, such work shall be carried out in accordance with the instructions in all respects, and requirements of the Officer-In-Charge.

CLAUSE 29: WITH HOLDING AND LIEN IN RESPECT OF SUMS DUE FROM CONTRACTOR

1) Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the Officer-In-Charge of the Government 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 Officer-In-Charge or the Government 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 finalisation 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 Officer-In-Charge or the Government 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 at any time thereafter may become payable to the contractor under the same contract or any other contract with the Officer-In-Charge or the Government or any contracting person through the Officer-In-Charge pending finalization or adjudication of any such claim.

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

2) Government shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc. to be made after payment of the final bill and if as a result of such audit and technical examination, any sum found to have been over paid in respect of any work done by the

contractor under the contract or any work claimed by him 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 Government to recover the same from him in the manner prescribed in subclause (1) 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 Government to the contractor, with out any interest thereon whatsoever.

Provided that Government shall not be entitled to recover any sum over-paid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Officer-In-Charge on the one hand and the contractor on the other under any terms of the contract permitting payment for work after assessment by the Officer-In-Charge.

CLAUSE 29A: LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS

Any sum of money due and payable to contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Officer-In-Charge or the Government or any other contracting person or persons through Officer-In-Charge against any claim of the Officer-In-Charge or Government or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer in-charge or the Government or with such other person or persons. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Officer-In-Charge or the Government will be kept withheld or retained as such by the Officer-In-Charge or the Government or till his claim arising out of in 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 damage whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

CLAUSE 30: EMPLOYMENT OF COAL MINING OR CONTROLLED AREA LABOUR NOT PERMISSIBLE: Deleted

CLAUSE 31: SUPPLY OF UNFILTERED WATER:

Not applicable to this contract.

CLAUSE 31A: DEPARTMENTAL WATER SUPPLY IF AVAILABLE:

Not applicable to this contract.

CLAUSE 32: ALTERNATE WATER ARRANGEMENT:

Not applicable to this contract.

CLAUSE 33: RETURN OF SURPLUS MATERIALS - ACTION TO BE TAKEN:

Not applicable to this contract.

CLAUSE 34: Hire of plant and machinery:

Not applicable to this contract.

CLAUSE 35: Use of asphaltic materials:

Not applicable to this contract.

CLAUSE 36: Employment of Technical Staff and 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 tender and before commencement of the work, intimate in writing to the Officer-In-Charge the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the representative who will be supervising the work. The Officer-In-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this Clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect.

CLAUSE 37: LEVY/ TAXES PAYABLE BY CONTRACTOR:

Not applicable to this contract.

CLAUSE 38: CONDITIONS FOR REIMBURSEMENT OF LEVY/TAXES IF LEVIED AFTER RECEIPT OF TENDERS

(i) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the Constitution (46th 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 payments, if any, is not, in the opinion of the Registrar(whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

(ii) The contractor shall keep necessary books of accounts and other documents for the purpose of the condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Officer-In-Charge and further shall furnish such other information/document as the Officer-In-Charge may require from time to time.

(iii) The contractor shall within a period of 30 days of the imposition of any such further tax or levy pursuant to the Constitution (46th Amendment) Act, 1982, give a written notice thereof to the Officer-In-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE 39: TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Officer-In-Charge on behalf of the HBNI shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 40: IF RELATION WORKING IN DAE, THEN CONTRACTOR NOT ALLOWED TO TENDER:

The contractor shall not be permitted to tender for works in the **Homi Bhabha National Institute**, (responsible for award and execution of contracts) in which his near relative is posted as AO/AAO or as an officer in any capacity between the grades of Engineer-in-Charge to Assistant Engineer. (both inclusive) (**SO/C and above.**) He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Department of Atomic Energy. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.

NOTE: By the term '**near relative**' is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

CLAUSE 41: NO OFFICER ALLOWED AS A CONTRACTOR TILL 1 YEAR OF RETIREMENT

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

CLAUSE 42: RETURN OF MATERIALS AND RECOVERY FOR EXCESS ISSUED:

Not applicable to this contract.

CLAUSE 43: COMPENSATION FOR DAMAGE TO WORKS DURING WAR LIKE SITUATIONS: Not applicable to this contract.

CLAUSE 44: APPRENTICES ACT - PROVISIONS 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 Director, HBNI may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

CLAUSE 45: REFUND OF SECURITY DEPOSIT AFTER LABOUR CLEARANCE

Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to

the Officer-in-charge. Officer-in-charge on receipt of the said communication, shall write to the Labour Officer to intimate any complaint is pending against the contractor in respect of the work if no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

CLAUSE 46: In case, any manpower deployed by the Contractor, proceed on long leave, a suitable substitute to the satisfaction of HBNI shall be deployed within 2 days. The firm should provide a substitute in place of any workforce not attending HBNI due to leave or any other reasons.

Penalty clause: The Contractor shall pay the salary / wages to its employees on calendar month basis on or before **05th day of the next month** and also hand over the pay slips to its respective employees. In case of delay in payment to the workforce beyond 5th of the next month, the Contractor agree to pay a penalty of Rs.100/- (Rupees One Hundred only) per workman per day of delay. The penalty paid by the Contractor to its workforce shall not be claimed from HBNI.

SECTION - 3 (iv): DEPARTMENT OF ATOMIC ENERGY CONTRACTORS LABOUR REGULATIONS

1. Short Title

These regulations may be called the “Department of Atomic Energy Contractors” Labour Regulations”.

2. Definitions

i) “Workmen” means any person employed by the Department of Atomic Energy/HBNI or its Contractor directly or indirectly through a sub-contractor, with or without the knowledge of the Department of Atomic Energy, to do any skilled, semi-skilled 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 exercise either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature;

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

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

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

iv) “Wages” shall have the same meaning as defined in the payment of wages act.

2(a) Normally working hours of an adult employee should not exceed 9 hours a day and in case of a child 4 1/2 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.

2(b) 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. Children shall not be made to work extra hours.

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

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

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

3. 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 clean 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 the Minimum Wages Act, the actual wages being paid, the hours of work for which such wages are earned, wage periods, dates of payment of wages and other relevant information as per Annexure 'A'.

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

(vi) Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.

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

(viii) 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.

(ix) 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 Officer-In-Charge under acknowledgement.

(x) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Officer-In-Charge or any other authorised representative of the Officer-In-Charge who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.

(xi) The contractor shall obtain from the Officer-In-Charge or any other authorized representative of the Officer-In-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of wages" or the "Wage-cum-Muster Roll" as the case may be in the following form:

"Certified that the amount shown in column No. _____ has been paid to the workmen concerned in my presence on _____ at _____

5. Fines and deductions which may be made from wages:

i) The wages of a worker shall be paid to him without any deductions 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 him employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.

c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.

d) Deduction for recovery of advances or for adjustment of over payment 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. Note: An approved list of acts and omissions for which fines can be imposed is enclosed as Annexure – I.

iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.

iv) The total amount of fine which may be imposed in anyone wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.

v) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty days from the date on which it was imposed.

vi) Every fine shall be deemed to have imposed on the day of the act or omission in respect of which it was imposed.

6. Labour Records

i) The contractor shall maintain a "Register of persons employed" on work on contract in Form XIII of the CL (R & A) Central Rules, 1971 (Annexure B).

- ii) The contractor shall maintain "Muster Roll" in respect of all workmen employed by him on the work under the contract in form XVI of the CL (R & A) Rules, 1971 (Annexure C).
- iii) The contractor shall maintain "Wage Register" in respect of all workmen employed by him on the work under the contract in form XVII of the CL (R & A) Rules, 1971 (Annexure D).
- iv) Register of accidents

The Contractor shall maintain a register of accident in such form as may be convenient at the work place but the same shall include the following particulars:

- a) Full particulars of the labourers who met with accident.
- b) Rate of wages.
- c) Sex.
- d) Age.
- e) Nature of accident and cause of accident.
- f) Time and date of accident.
- g) Date and time when admitted in Hospital.
- h) Date of discharge from Hospital.
- i) Period of treatment and result of treatment.
- j) Percentage of loss earning capacity and disability as assessed by Medical Officer.
- k) Claim required to be paid under workmen's Compensation Act.
- l) Date of payment of compensation.
- m) Amount paid with details of the person to whom the same was paid.
- n) Authority by whom the compensation was assessed.
- o) Remarks.

SECTION V

DETAILED JOB SPECIFICATION

NAME OF THE WORK: - “Support Services for academic management, data analytics and works in administration and management” at Central Office HBNI, Anushaktinagar, Mumbai 400 094

2.0 SCOPE OF WORK

The scope of the work shall include works and services related to academic management, student data and file management, collection and collation of academic data and information, preparation of periodic reports (fortnightly, monthly, quarterly, annually and such other periodic as may be needed by various authorities), preparation and drafting of communications – letters, circular, notices etc. for various authorities, support services in the management of website (specific to up-dation of circulars, notices and such other academic reports) as may be needed by the university, assistance in the stores and purchases (maintenance of assets, management of stock registers in the prescribed format), assistance & support services in the noting and drafting of purchase requirements, assistance and support in finance for accounting, support in budget, financing applications such as Tally; in regard to academics related information apply arithmetic calculation (using XL) arriving logical analysis and preparation of results in the desired tabulations.

In addition to above, provide services of support in the office management, coordination of the activities in meetings as per needs in the office.

Data Entry Operation requirements to undertake the above job roles is given in Table 1 below. The number of such data entry operators may increase or decrease as per the requirement in HBNI. However, a firm number will be given at the time of work order to the agency.

2.1 PAYMENT OF RUNNING BILLS

The running account bill in the prescribed format shall be submitted on monthly basis to the Accounts Officer, HBNI through the Officer-In-Charge duly measured and certified. All payments to the Contractor shall be made only by way of transfer to the Bank Account of the Contractor through NEFT mode. The Contractor shall, therefore, furnish all the required details of the Bank Account in the prescribed NEFT format with supporting documents as soon as the Work Order is issued.

2.2 VALIDITY OF THE CONTRACT

The contract shall be valid for a year and shall be extended for another period of 12 months only which shall be given in writing by HBNI based on the satisfactory performance of the services by the Service Provider.

2.3 DATA ENTRY OPERATION REQUIREMENTS FOR UNDERTAKING THE ABOVE SERVICES

In order to undertake the above tasks, the agency/ firm shall deploy with the qualifications and experience, given as under. The number of such technical representatives shall vary (increase or decrease) as per the requirements of works at the Central Office.

The minimum requirements of support staff for this work furnished as under which shall be as follows.

Minimum qualifications of technical representative	Minimum Technical Representative to be deployed*	Desirable experience	Rate at which recovery shall be made from the contractor in the event of not fulfilling provisions* (in INR)
Graduate degree in any discipline Desirable: Certificate/ Diploma in Computer Applications <i>(50% marks or equivalent grade shall be applicable if need arises)</i>	7	3-5 years of work experience in academic services, student management in a typical educational institute, and proficient in IT, programming skills. Working with educational institutions will be an advantage. Relevant skill sets are given below.	33,000 per month per person
Graduate degree and proficiency in Computer applications and MS Office, MS Access, PPT, bulk mailing etc. <i>(50% marks or equivalent grade shall be applicable if need arises)</i>	8	3 years of work experience in supporting administration works, file management, noting & drafting in a typical educational institute/ government organization. Support services in purchases, tendering, management of asset registers etc. Working with educational institutions will be an advantage. Relevant skill sets are given below.	22,000 per month per person
10 th Class pass from a recognized Board or its equivalent	2	3 years' work experience in similar work roles.	17,600 per person per month

*The contractor is bound pay the person as per the rates prescribed in table above. In the event of failing to pay to the persons deployed by the agency, the competent authority recovers/ deducts from the bills and releases to the persons deployed.

2.4 JOB DESCRIPTION FOR THE ACTIVITIES TO BE UNDERTAKEN

JD for HIGHLY SKILLED

3-5 years of experience in managing the student affairs, sequencing of student activities and the academic programmes and its linked activities. Preparing notes, drafts by collation of information, background status, needed for approval by the competent authorities. Experience in student database management using the specific programmes, MS Access, XL and such other s/w as available in the organization, other online free open access s/w; experience in handling website related programmes .NET/ PHP related activities. Drafting of letters, notes, circulars, as may be needed in the office.

JD for SKILLED

1-3 years' experience in office management, managing files related to administration, communication with external institutions, organization; preparation of notes, typesetting, presentation in the prescribed formats for approval, collation and presentation to the seniors; experience in handling all office related matters, filing, retrieving of information, preparation of summary notes, drafting of letters, notices where needed; Manage all IT related matters relating to student data management, collate information using MS Access, DB structure, XL and presentation as per needs of the seniors. Manage the affairs of the office in arrangement of meetings such other organization of activities in the office on day to day matters.

JD for UNSKILLED

Support in the party works, movement of files from sections and officers, storage of such documents, files in the storage cabinets, compactors and optimizers as per laid formats and retrieving in the manner for use and its replacements.

Appendix

Appendix 'A'

FORM OF BANK GUARANTEE BOND FOR PERFORMANCE SECURITY / SECURITY DEPOSIT

In consideration of the President of India (hereinafter called "The Government") having agreed under the terms and conditions of Agreement No..... dated..... made betweenand (hereinafter called "the said Contractor(s)) for the work (hereinafter called "the said Agreement") having agreed to production of a irrevocable bank Guarantee for Rs. (Rupees only), as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we (indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs. . (Rs..... only) on demand by the Government.

2. We (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is 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 to the Government 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 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 Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Officer-In-Charge on behalf of the Government certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government 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 Government 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 Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

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

Signed and sealed

Dated the day of for (indicate the name of Bank)

* * *

PART 2

FINANCIAL

A. FINANCIAL PROPOSAL

(i) Financial Criteria

The financial criteria for the “Support services for academic management and works in administration at the Central office HBNI, Mumbai is given in Section 2, sub-clause 2.2 at page no. 5.

General Conditions to the Financial Bid

- (a) The financial bid shall be submitted in the prescribed format only, Financial Bid format II.
- (b) Firms/ agencies shall enclose a DD/ demand pay from a scheduled bank and the same shall be submitted in a separate envelope, super scribing as EMD and value of EMD.
- (c) Firms/ agencies shall bid for the service charges (in percentage) over & above the quoted rates for deployed resource to be paid to the representative being deployed. The quoted rates to the technical representatives to be deployed in monthly shall correspond to the qualifications and job description given in Section V, page number 44 to 46.
- (d) Firms/ agencies quoting the minimum services charges (in percentage) by the qualified technical will be lowest financial bid.
- (e) The lowest financial bid will be the highest scorer for the financial portion of the Bid. It may be noted that the combined highest scorer will be the successful service provider/bidder. In the event of a tie in financial bid, the firm having highest technical score, will be the successful bidder.
- (f) The proportion of the financial score shall be maximum of 30% (Thirty percentage) out of 100 scale. 70% scores are for the technical criteria.
- (g) Firms/ agencies quoting the minimum service charges (in percentage) is lower than the minimum service charges required for the management and operations of the project, the Bid/ tender shall be liable for rejection. The reasons for quoting such rejection shall not be given by the authorities in HBNI.
- (h) The firms/ agencies shall mention the statutory deductions to be made on the wages for the technical representatives to be deployed. In case there are no deductions being made, please enclose the supporting documents in claim of the same.
- (i) If at any stage, the HBNI and its authorities find fault/ defaulting in any manner, the firm/ agency is liable to be penalized/ or blacklisted by HBNI/ Department of Atomic Energy, Govt. of India.
- (j) In case there is typographical error quoting the service charges, unit rates for the technical representatives to be deployed, the quotes in the words are final and binding. The overwriting in the financial bids shall be avoided, incase such bids are found, the same shall be rejected and returned to the bidder as is basis.
- (k) The bidder shall give a certification/ undertaking by an authorized official of the agency, signed and seal indicating the communication address of the concerned official, that he has understood the scope of the work and roles given in the bid document.
- (l) The bidder/ agency shall quote the units rates to be paid to the technical representatives deployed for undertaking the services (as in the table 1, Financial Bid format).

Deployment of technical representative

- (m) In the financial bid format, the firms/ agencies shall indicate the unit rates (per day and per month as in Financial Bid format II) and the payments to be made per month per resource to be deployed in the Central Office at HBNI.
- (n) The unit pay (paid on monthly basis) quoted in the Bid to the resources deployed for the services (as in the bill of quantities) given in the financial bid should match with the payment made to the technical representatives deployed. In case, the authorities find variation in the payments of such pay/ wages, the services of the firm/ agency will be cancelled with a notice period of 1 month.
- (o) The firm/ agency shall quote the GST and applicable taxes including professional tax to be borne by the agency separately, this shall not form part of the financial bid evaluation or for arriving at the lowest cost tenderer.
- (p) If an agency/ firm quote minimum of the wages as per the Labor Commissioner, the authorities of HBNI are not bound by such prescribed rates. However, if an unskilled is paid less than the minimum prescribed, the bid will be summarily rejected.
- (q) In case, there is no clarity in the figures/ amount quoted for what so ever reasons, the bid shall be summarily rejected/ not a qualified bid for further evaluation.
- (r) In such case, the security deposit shall be withheld by the authorities of HBNI.
- (s) Clause 6.3 at page 8, illustrates the assigning the scores and evaluation methods for arriving at T1, F1 and cumulative highest scorer.
- (t) Firms/ agencies submitting the Bid response to this tender suo moto comply to the terms and conditions stated therein. In order to avoid a situation, the firms/ agencies are required to familiarize with the tender conditions.

END

**FORMATS
FOR
TECHNICAL AND FINANCIAL BID**

TECHNICAL BID FORMAT - I

A. BIDDERS' GENERAL INFORMATION

The bidders should indicate the following information and enclose supporting documents in support of the claim:

S. No.	Description	Details of the firm/ agency/ organization
1.	Name of the Agency	
2.	Address of the Organization	
3.	Address for communication	
4.	Year of Registration	
5.	Telephone	
6.	Mobile	
7.	e-mail	
8.	Name & address of branches (if any)	
9.	Type of Organization (whether private limited/ LLP/ partnership/ sole proprietorship) as per attached proof	
10.	Name of the proprietor/ partners/ designated partners/ directors of the organization/ Firm	
11.	Local Office at Mumbai (Mumbai sub-urban)	YES/ NO
	If yes, Address & contact details	

SIGNATURE OF THE BIDDER WITH SEAL

B. FORMAT FOR BIDDERS ELIGIBILITY CRITERIA

S. No.	Items/ Description	Confirmation to the Items		Proof (attached & ref. pg. no.)
		YES	NO	
1.	Does your agency have a valid labor license, as on last date of submission of Bid from competent authority under the provisions of contract Labor Act 1970 and Contract Labor central Rules 1971.			
2.	Compliance to the statutory requirements such as valid registration with ESI, EPF, PAN, GST etc. If yes, provide the following: Registration No./ copy of certificate from ROC PAN GST EPF ESI Others if any.			
3.	Duration of the firm in providing relevant services such as data entry, manpower deployment, etc.			
4.	No. of contracts your firm implemented in providing relevant services/ works of similar nature in the last 5 years (from April 2014 to March 2019) to Govt. Departments, Universities / Public Sector Undertakings. Govt. Departments (Central) Govt. Departments (state) Universities (State & Central) Autonomous Institutions State/ Central Public Sector Undertakings <i>(please state separately for each category)</i>			
5.	If Yes (to the above clause), please furnish the following information regarding financial information about the firm.			
6.	How many workers (highly skilled, skilled, semi-skilled) are on roll at present (for last 6 months) in the contracts under execution: Highly skilled Skilled Unskilled			
7.	Please state if the semi-skilled staff are trained by one of the Govt. of India schemes/ programmes such as Sector Skills Councils, PMKVY etc.			

8.	Number and category of staff in the Offices of the firm: Registered/ Main office: Branch office (at Mumbai) Category of Staff at above offices:		
9.	Please state the average Annual Turnover of your firm/ organization in the preceding 3 financial year(s) 2018-19 2017-18 2016-17 The firm/ agency should not be in deficit mode in any of the years. Copy of the turnover statement certificate from the Chartered Accountant along with audited profit loss statement and ITR must be given.		
10.	Solvency certificate for Rs. ... Lakhs issued by scheduled bank in favor of your agency.		
11.	Is your firm/ agency blacklisted by any Government, semi-government department or any PSU or any other firm/ organization, Certify the same if any.		
12.	If the EMD in the form of Banker's Demand Draft Enclosed. Amount for which EMD has drawn.		
13.	Whether your agency is an ISO Certified, if yes please enclose copy of the certificate.		
14.	Please enclose documents/ certifications of project completion/ appreciations received for the completed projects in the last 3 years.		
15.	Certify that you have attached all required documents necessary for the purpose of Bid documents.		

DECLARATION

It is certified that the information furnished above is correct to the best of our knowledge and we _____ (name of firm) have gone through the terms and conditions stipulated in the tender document and confirm to abide by the same.

I/ we _____ (name of firm) abide by the provisions of the minimum wages act, contract labor act and other statutory provisions like provident fund, ESI, Bonus, Gratuity, leave and any other charges applicable from time to time. We will pay the wages to the personnel deployed as per the minimum wages act as amended by the Government from time to time and shall be fully responsible for any violation.

I/ we shall indemnify by submitting an indemnity bond in shape of affidavit to indemnify the Institute from all statutory requirements and any obligations thereof.

SIGNATURE OF THE BIDDER WITH SEAL

PLACE:
DATE:

C. DETAILS OF CURRENT & PREVIOUS CONTRACT

S. No.	Period of Contract From: MM/ YYYY To: MM/ YYYY	Name & address of the Organization/ Department/ Institute for whom services was rendered (state if Govt./ others)	Name of the contact person in the organization/ institute	No. of workers deployed	Category of staff/ workers deployed Highly Skilled Skilled Semi-skilled Unskilled	Total value of the contract
<i>CURRENT CONTRACTS</i>						
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
<i>PREVIOUS CONTRACTS (not more than 5)</i>						
1.						
2.						
3.						
4.						
5.						

(provide evidences, such as work orders, contract documents & certification from Clients/ institutions/ organizations)

FINANCIAL BID FORMAT II

Financial Bid for “Data Entry Works and Auxiliary works” for HBNI Central Office, Mumbai

A. Background

- (a) Name of the Firm/ Organization: _____
(as given in Technical Bid format) _____
- (b) Registered Address & Address for Communication _____
- (c) Address of Operating Office at Mumbai _____
Contact Person & Key Official _____
Contact Number _____
E-mail id of Contact Person, Office mail _____
- (d) Details of EMD _____
Amount (in Rs.) _____
DD No. & name of the Bank _____

B. Financial Quote

- (i) The bill of quantities for the services is as under:

Description of works and services	Quote unit Rates in words & Figures
Management of files, records of 6500 student as per the needs of the officers, staff for processing and required data entry of information processing	
Word processing services for 6500 student files, 500 administration and management files as per the needs in the central office, record keeping, assistance in IT enabled management of these records, data entry for MIS platform and related inputs	
Office management works such as assistance in meetings, committees, services of pantry boys, operations of the beverage vending machines and related works	

To manage the above tasks, the technical representatives deployed shall have the following qualifications and experience:

Minimum qualifications of the technical representatives to be deployed	Desirable experience	Rate at which recovery shall be made from the contractor in the event of not fulfilling provisions* (in INR)
Graduate degree in any discipline Desirable: Certificate/ Diploma in Computer Applications <i>(50% marks or equivalent grade shall be applicable if need arises)</i>	3-5 years of work experience in academic services, student management in a typical educational institute, and proficient in IT, programming skills. Working with educational institutions will be an advantage. Relevant skill sets are given below.	33,000 per month per person
Graduate degree and proficiency in Computer applications and MS Office, MS Access, PPT, bulk mailing etc. <i>(50% marks or equivalent grade shall be applicable if need arises)</i>	3 years of work experience in supporting administration works, file management, noting & drafting in a typical educational institute/ government organization. Support services in purchases, tendering, management of asset registers etc. Working with educational institutions will be an advantage. Relevant skill sets are given below.	22,000 per month per person
10 th Class pass from a recognized Board or its equivalent	3 years' work experience in similar work roles.	17,600 per person per month

- (ii) The service charges in PERCENTAGE (%) to be charged by the SERVICE PROVIDER/ AGENCY over and above the minimum prescribed from above payable by HBNI.

Service Charges in PERCENTAGE (%) is as under:

Our firms' SERVICE charges over and above the prescribed wages as given by HBNI is as below:	
<i>in Figure</i>	<i>in Words</i>
..... (%) (PERCENT)

Total Estimated cost for undertaking the support services in the Central Office of HBNI is as under:

Total of (i) and (ii) is _____
_____ (in words)

(iii) The following statutory deductions are as per Govt. regulations:

- (a) Professional Tax (state percent of total cost) _____
(b) GST (as applicable, state percent as per Govt.) _____
(c) Any other statutory deductions to be made _____

DECLARATION BY THE BIDDER

- (i) Certified that the above-mentioned rates other than Service Charges are as per the minimum prescribed rates as per Govt. regulations in vogue.
- (ii) The Service Charges quoted herein must not be less than the applicable TDS (income tax deducted at source) to be deducted by HBNI from the payable bills.
- (iii) The Service Charges quoted are EXCLUSIVE of GST and applicable taxes payable to the Govt.
- (iv) GST shall be payable by HBNI only on production of e-Challan by the Contractor towards the actual amounts of GST paid to the Govt. based on the amount of bill/invoice raised.
- (v) The Firm/ agency shall abide by the terms & conditions in the BID documents at all stages, time and during contract period (if works are awarded to the selected firm).
- (vi) The Service Charges should be written in figures and words. In case of any discrepancy between the two, the amount written in words will be taken as FINAL.
- (vii) Any Financial Quote with overwriting, cuttings and underquotes than the prescribed rates shall be disqualified.
- (viii) The validity of the BID shall remain VALID for 180 days.
- (ix) I undertake, that if at any stage, the Financial Bid/ Quotes found incorrect, inappropriate or any unwanted reasons, the Firm/ Agency Bid will be disqualified.

SIGNATURE OF THE BIDDER WITH SEAL

PLACE:

DATE: