

# TENDER DOCUMENT FOR

**‘Data Entry and Auxiliary  
works in Homi Bhabha  
National Institute, 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)

*2<sup>nd</sup> Floor, Training School  
Anushaktinagar, Mumbai - 400094*

Website: [www.hbni.ac.in](http://www.hbni.ac.in)

Phone Nos.: 022 25597554, 25597626

## TENDER NOTICE NO: HBNI/DEJ/2018/02

NAME OF WORK: “Data Entry and Auxiliary works in HBNI, Mumbai”.

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# **SECTION I**

## **NOTICE INVITING TENDER**



## Homi Bhabha National Institute

2<sup>nd</sup> 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/2018/02**

Data Entry and auxiliary work such as Data entry operations, data entry of student enrolment data, s/w maintenance and operations and student results compilation, collation, printing, filing, xeroxing, recording & maintaining of students' records/ register & related activities including assistance in the office works, staking of files as per procedres and data maintenance in the prescribed formats etc. in HBNI, Mumbai.

<b>Estimated Cost</b>	:	Rs. 39.00 Lakhs
<b>Period &amp; duration of the Contract</b>	:	12 months & extendable for another 12 months
<b>Earnest Money Deposit</b>	:	Rs. 78,000/-
(a) Date of Issue of Tender	:	29 <sup>th</sup> December 2018
(b) Prebid meeting with bidders	:	No-pre Bid meeting
(c) Due date for submission of Tender	:	24.01.2019 up to 15:00 hrs
(d) Opening of tender	:	24.01.2019 at 15:30 hrs

The Tender document shall be downloaded from the HBNI website [www.hbni.ac.in](http://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.

(Registrar)

**Homi Bhabha National Institute**  
**2<sup>nd</sup> Floor, Training School Complex,**  
**Anushaktinagar, Mumbai – 400 094.**  
Tel. No : 022-25597611 Fax : 022-25503384

**NOTICE INVITING TENDER No. HBNI /DEJ/ 2018/02**

Date: 27<sup>th</sup> December 2018

Sealed item rate tender in single part in the prescribed form are hereby invited on behalf of the Vice-Chancellor, Homi Bhabha National Institute, for the following works from Contractors having requisite experience in similar nature of work.

<b>Description of the Work</b>	:	Data Entry and Auxiliary works in HBNI
<b>Estimated cost</b>	:	Rs. 39,00,000/- (Rupees Thirty Nine Lakhs only)
<b>Period of Contract</b>	:	1 Year (12 months) & extendable for another period of 12 months on the basis of performance of the firm.
<b>Earnest Money Deposit</b>	:	Rs. 78,000/- (Rupees Seventy Eight Thousand Only)
<b>Tender Document</b>	:	Available online ( <a href="http://www.hbni.ac.in">www.hbni.ac.in</a> )
<b>Date of Issue of Tender</b>	:	29 <sup>th</sup> December 2018
<b>Last date for submission of Tender</b>	:	24 <sup>th</sup> January 2019 up to 15.00 hrs.
<b>Opening of tender</b>	:	24 <sup>th</sup> January 2019 at 15:30 hrs. at 2 <sup>nd</sup> Floor, HBNI Bldg.

**Note:** In case the last date of sale and/ or the date of receipt and opening of tender are declared as a holiday, the respective date shall be treated as postponed to the next working day.

## 1. Scope of Work

The scope of the work for the present tender is for Data Entry and auxiliary work such as student Data entry operations, data entry of student enrolment data, s/w maintenance and operations and student results compilation, collation, printing, filing, xeroxing, recording & maintaining of students' records/ register & related activities including assistance in office, staking of files as per procedures & retrieving and data maintenance in the prescribed formats etc. in, and other related works as directed by HBNI authorities.

## 2. Eligibility for the Tenderers

(a) The firms shall have the following financial criteria listed under:

The firm shall have average annual financial turnover of at least 100% of the estimated cost during the immediate last 3 years ending 31<sup>st</sup> March 2017 (and)  
The firm should not have incurred any loss in more than 2 years during the immediate last 5 years ending 31<sup>st</sup> March 2018/ December 2018.

(b) The firms shall meet the following eligibility conditions relevant to having undertaken similar projects listed under:

The firm shall have experience of having successfully completed works during the last 7 years ending last day of the month previous to the one in which applications are invited. The works completed upto previous day of the last date of submission of tenders shall also be considered.

Three similar completed works costing not less than the amount equal to 40% of estimated cost put to tender.

or

Two similar completed works, costing not less than the amount equal to 60% of the estimated cost put to tender.

or

One similar completed work of aggregate cost not less than the amount equal to 80% of the estimated cost.

Similar work shall mean works of Data Entry and other related works as specified at the scope of the work above.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to last date of receipt of applications for tender.

The Firms shall submit the Work Order issued by the firm and self-certify the documents in proof of the claims made.

## 3. Instructions to Tenderers

3.1 The Tender document shall be downloaded from the Institute's website: [www.hbni.ac.in](http://www.hbni.ac.in)

3.2 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.
- (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.

Note1: 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 following form:

S. No	Name of the work	Name & particulars of Division where the work is being executed	Amount	Position of the work in progress	Remarks
1	2	3	4	5	6

- 3.3 Tender Documents will be issued only on fulfilling the eligibility criteria and producing the proof of documents as given above.
- 3.4 It will be obligatory on all tenderers not submitting their bids should return the Original Tender Documents. However, cost of Tender Documents will not be refunded.
- 3.5 Tender documents are not transferable.
- 3.6 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.
- 3.7 Tenders should be submitted only in the prescribed format Annexed to the Tender Document. Tenderers shall quote the rates clearly in **Schedule 'B'** of the Tender Document i.e. Schedule of Rates and Quantities only.
- 3.8 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.**
- 3.9 Tenders are to be submitted in sealed envelopes consisting of the following:
  - Envelope No.1: Earnest Money Deposit (EMD).
  - Envelope No.2: Tender Document 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, name of work and due date and submitted to the following address:

Registrar  
Homi Bhabha National Institute,  
2<sup>nd</sup> 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.

- 3.10 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.
- 3.11 **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.**
- 3.12 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.
- 3.13 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.
- 3.14 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.
- 3.15 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.
- 3.16 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.
- 3.17 Tenders with any condition including conditional rebate shall be rejected. However, tenders with unconditional rebate will be accepted.
- 3.18 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.
- 3.19 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.

- 4.1 **The Tenderers shall quote the actual unit rates following the notifications issued by statutory bodies such as Office of Chief Labour Commissioner (C), Ministry of Labour & Employment, Govt. of India.**
- 4.2 **The Tender shall quote after taking into account any increase in basic rates, DA etc. announced periodically by Office of Chief Labour Commissioner (C), Ministry of Labour & Employment, Govt. of India during the currency of the Contract.**
- 4.3 **The successful Tenders shall comply to such increase in basic rates & DA etc. This shall be strictly adhered to.**
- 5.0 **CANVASSING IN ANY FORM IN CONNECTION WITH THE TENDER IS STRICTLY PROHIBITED AND SHALL DISQUALIFY THE TENDERER.**
- 6.0 **For any clarifications, please contact Assistant Registrar, HBNI 2nd Floor, Training School Complex Anushaktinagar, Mumbai-400094 (Phone No. 022 2559 7611).**

**Registrar**  
**Homi Bhabha National Institute**

## SECTION II

### 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

#### GENERAL RULES AND DIRECTIONS

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.

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.

2. 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.

3. 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.

4. 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 paisa as rupee one.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. Use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.

11. 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.

12. 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.

13. 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.

14. (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.

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.

15. 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.

**16. 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.**

17. The contractor shall give a list of both gazetted and non-gazetted HBNI employees if anybody related to him.

18. 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.

19. 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.

20. The contractor shall submit list of works which are in hand (progress)in the following form:

Name of work	Name & particulars of work is being executed	Value of work	Position of works in progress	Remarks
1	2	3	4	5

21. 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 \_\_\_\_\_ 2019 \_\_\_\_\_

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 \_\_\_\_\_ 2019

.....  
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.

## SECTION III

### 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 '**President**' means the President of India and his successors.

e) 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.

f) '**Government**' or '**Government of India**' shall mean the President of India.

h) 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.

i) '**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.

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

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

l) **‘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 with held, 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 Asstt. Engineer, complete with account of materials issued by the Department and dismantled materials.

- (i) **If the Tendered value of work is up to Rs. 45 lakhs: 2 months**
- (ii) If the Tendered value of work is more than 45 and up to Rs. 2.5 Crore: 3 months
- (iii) If the Tendered value of work exceeds Rs. 2.5 Crore: 6 months

#### **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 Tenderer shall quote the actual unit rates following the notifications issued by statutory bodies such as Office of Chief Labour Commissioner (C), Ministry of Labour & Employment, Govt. of India.**

**The Tenderer shall quote after taking into account any increase in basic rates, DA etc. announced periodically by Office of Chief Labour Commissioner (C), Ministry of Labour & Employment, Govt. of India during the currency of the Contract.**

**The successful Tenders shall comply to such increase in basic rates & DA etc. This shall be strictly adhered to.**

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 allocable 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 C.P.W.D. 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 pay 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.

**REGISTER OF MATERNITY BENEFITS**

(Clause 19 F of the conditions of contract)

Name and address of the contractor(s) : -----

Name and location of the work: -----

Name of the employee	Father's / Husband's Name	Nature of employment	Period of actual appointment	Date on which notice of confinement given
1	2	3	4	5

Date of delivery / miscarriage	Date on which maternity leave commenced and ended			
	In case of Delivery		In case of Mis-carriage	
	Commenced	Ended	Commenced	Ended
6	7	8	9	10

Leave pay paid to the employee	Remarks

In case of delivery		In case of mis-carriage		
Rate of leave pay	Amount paid	Rate of leave pay	Amount paid	
11	12	13	14	15

**SPECIMEN FORM OF THE REGISTER, REGARDING MATERNITY BENEFIT ADMISSIBLE TO THE CONTRACTOR'S LABOUR IN DAE WORKS**

Name of the work: -----

Name of the contractor:-----

1. Name of the woman and her husband's Name:
2. Designation:
3. Date of appointment:
4. Date with months and years in which she is employed:
5. Date of discharge/dismissal, if any:
6. Date of production of certificates in respect of pregnancy:
7. Date on which the woman informs about the expected delivery:
8. Date of delivery/Miscarriage/death:
9. Date of production of certificate in respect of delivery/miscarriage:
10. Date with the amount of maternity / death benefit paid in advance of expected delivery:
11. Date with the amount of subsequent payment of maternity benefit:
12. Name of the person nominated by the woman to receive the payment of the maternity benefit after her death:
13. If the woman dies, the date of her death, the name of the person to whom maternity benefit amount was paid, the month thereof and the date of payment:
14. Signature of the contractor authenticating entries in the register:
15. Remarks column for the use of Inspecting Officer:

**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 with in 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 contractors 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.

The Tenderer shall quote the actual unit rates following the notifications issued by statutory bodies such as Office of Chief Labour Commissioner (C), Ministry of Labour & Employment, Govt. of India.

The Tenderer shall quote after taking into account any increase in basic rates, DA etc. announced periodically by Office of Chief Labour Commissioner (C), Ministry of Labour & Employment, Govt. of India during the currency of the Contract.

The successful Tenders shall comply to such increase in basic rates & DA etc. This shall be strictly adhered to.

## **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/AO 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 contractors 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 Engineer –in – charge. Engineer – 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 deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

## **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.

#### **v) Register of Fines:**

The contractor shall maintain a "Register of Fines" in the form XII of the CL (R & A) Rules, 1971 (Annexure K).

vi) The contractor shall maintain a "Register of deductions for damage or loss" in the form XX of the CL (R & A) Rules, 1971 (Annexure J).

#### **vii) Register of Advances:**

The contractor shall maintain a "Register of Advances" in the form XXI of the CL (R & A) Rules, 1971 (Annexure K).

#### **viii) Register of overtime:**

The contractor shall maintain a "Register of Overtime" in the form XXIII of the CL (R & A) Rules, 1971 (Annexure L).

#### **7. Attendance Card-cum-Wage slip:**

i) The contractor shall issue an attendance card-cum-wage slip to each workmen employed by him in the specimen form at (Annexure-E).

ii) The card shall be valid for each wage period.

iii) The contractor shall mark the attendance of each workmen on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.

iv) The card shall remain in possession of the worker during the wage period under reference.

- v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card himself.

#### **8. Employment Card:**

The contractor shall issue an Employment Card in Form XIV of the CL (R & A) Central Rules, 1971 to each worker within three days of the employment of the worker (Annexure-F).

#### **9. Service Certificate:**

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a service certificate in form XV of the CL (R &

A) Central Rules, 1971 (Annexure G).

#### **10. Preservation of Labour Records:**

All records to be maintained under Regulations Nos. 6 and 7 shall be reserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Officer-In-Charge, Labour Officer or any other officers authorised by the Department of Works & Housing in this behalf.

#### **11. Power of Labour Officers to make investigations or enquiry:**

The Labour Officer or any other person authorised by Central Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the Fair Wages Clauses and the Provisions of Regulations. He shall investigate into any complaint regarding the default made by the contractor or sub contractor in regard to such provision.

#### **12. Report of Labour Officer:**

The Labour Officer or other person authorised as aforesaid shall submit a report of result of his investigation or enquiry to the Officer-In-Charge concerned indicating the extent, if any to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned in case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to labourers will be made by the Officer-In-Charge after the Director, HBNI has given his decision on such appeal.

- a) The Officer-In-Charge shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the Director, HBNI as the case may be.

#### **13. Appeal against the decision of Labour Officer**

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorised may appeal against such decision to the Director, HBNI concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Officer-In-Charge concerned but subject to such appeal, the decision of the Officer shall be final and binding upon the contractor.

#### 14. Prohibition regarding representation through lawyer

- i) A workman shall be entitled to be represented in any investigation or enquiry under these regulation by:
- a) An officer of a registered trade union of which he is a member.
  - b) An officer of a federation of trade unions referred to in clause (a) is affiliated.
  - c) Where the employer is not member of any registered trade union, by an officer of a trade union, connected with, or by any other workman employed in the Industry in which the worker is employed.
- ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by:
- a) An officer of an association of employers of which he is a member.
  - b) An officer of a federation of associations of employees to which association referred to in clause (a) is affiliated.
  - c) Where the employer is not a member of any association of employers, by an officer of association of employer, connected with, or by any other employer engaged in the Industry in which the employer is engaged.
- iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under regulations.

#### 15. Inspection of Books and slips

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorised by the Central Government on his behalf.

#### 16. Submission of returns

The contractor shall submit periodical returns as may be specified from time to time.

#### 17. Amendments

The Central Government may from time to time, add to or amend the regulations and any question as to the application, interpretation or effect of these regulations the decision of the Director, HBNI concerned in that behalf shall be final.

#### ANNEXURE ' A ' LABOUR BOARD

Name of work \_\_\_\_\_  
Name of contractor \_\_\_\_\_  
Address of contractor \_\_\_\_\_  
Name and address of Division \_\_\_\_\_  
Name and address of Labour Officer \_\_\_\_\_  
Name and address of Labour Enforcement Officer \_\_\_\_\_ Date \_\_\_\_\_

S. No.	Category	Minimum wage fixed	Actual wage paid	Number present	Remarks

Weekly holiday \_\_\_\_\_  
Wage period \_\_\_\_\_

Date of payment of wages \_\_\_\_\_  
 Working Hours \_\_\_\_\_  
 Rest Interval -----

**ANNEXURE ' B '**

**FORM XIII**

**Register of workmen employed by contractor**

Name and Address of contractor:  
 Name and Address of establishment in/under which contract is carried on:  
 Nature and Location of work:  
 Name and Address of Principal Employer:

Sl. No.	Name and surname of workman	Age and sex	Father's/husband' Name	Nature of employment	Permanent home address of the workman	Local address	Date of commencement of employment	Signature or impression of the workman	Date term of emp
1	2	3	4	5	6	7	8	9	10

**ANNEXURE ' C '**

**FORM XVI**

**MUSTER ROLL**

Name and address of contractor:  
 Name and address of establishment in/under which contract is carried on:  
 Nature and location of work:  
 Name and address of Principal Employer:  
 For the month of/fortnight:

Sl. No	Name of workman	Father's/Husband's Name
1	2	3

**ANNEXURE D**

**FORM XVII  
 REGISTER OF WAGES**

Name and address of contractor:  
 Name and address of establishment in/under which contract is carried on:  
 Nature and location of work:  
 Name and address of Principal employer:  
 Wage period: Monthly/Fortnightly

Sl. No	Name of workman	Serial in the register of workmen	Designation/ Nature of work	No. of Days worked	Unit of work done	rate of wages / piece Rate	Amount of wages earned basic wages	Daily Dearness allowance	Over time	Other cash payment
1	2	3	4	5	6	7	8	9	10	11

**WAGE CARD**

Wage Card No.: \_\_\_\_\_  
 Name and address of contractor: \_\_\_\_\_  
 Date of issue: \_\_\_\_\_  
 Name of work with location: \_\_\_\_\_ Designation: \_\_\_\_\_  
 Name of workman: \_\_\_\_\_ Month/Fortnight: \_\_\_\_\_  
 Rate of wages: \_\_\_\_\_  
 Date of issue: \_\_\_\_\_ Designation \_\_\_\_\_  
 Month/Fortnight \_\_\_\_\_

1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.	16.	17.	18.	19.	20.	21.	22.	23.	24.	25.	26.	27.	28.	29.	30.	31
----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	----

Morning: \_\_\_\_\_ Rate: \_\_\_\_\_  
 Evening: \_\_\_\_\_ Amount: \_\_\_\_\_  
 Initial: \_\_\_\_\_

Received \_\_\_\_\_ from \_\_\_\_\_ the sum \_\_\_\_\_ of  
 Rs. \_\_\_\_\_ on account of my wages. The Wage Card is valid for  
 one month from the date of issue.

Signature

**ANNEXURE 'E'**

**(Reverse)**

**FORM XIX  
 WAGE SLIP**

Name and address of contractor: \_\_\_\_\_  
 Name and Fathers/Husbands name of workman: \_\_\_\_\_  
 Nature and location of work: \_\_\_\_\_  
 For the Week/Fortnight/Month ending: \_\_\_\_\_  
 1. No. of days worked: \_\_\_\_\_  
 2. No. of units worked in case of piece: \_\_\_\_\_ rate workers  
 3. Rate of daily wages/piece rate: \_\_\_\_\_  
 4. Amount of overtime wages: \_\_\_\_\_  
 5. Gross wages payable: \_\_\_\_\_  
 6. Deductions, if any: \_\_\_\_\_  
 7. Net amount of wages paid : \_\_\_\_\_

Initials of the contractor or his representative

**ANNEXURE 'F'**

**FORM XIV**

**EMPLOYMENT CARD**

Name and address of contractor: .....  
 Name and address of establishment in/under: \_\_\_\_\_ which contract is carried on

Name of work and location of work: \_\_\_\_\_  
Name and address of Principal employer: \_\_\_\_\_  
1. Name of the workman: \_\_\_\_\_  
2. Sl. No. in the register of workman: \_\_\_\_\_ employed  
3. Nature of employment/designation: \_\_\_\_\_  
4. Wage rate (with particulars of unit in: \_\_\_\_\_ case of piece work)  
5. Wage period: \_\_\_\_\_  
6. Tenure of employment: \_\_\_\_\_  
7. Remarks: \_\_\_\_\_

Signature of contractor

## ANNEXURE 'I'

### LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED:

In accordance with rule 5 of the Department of Atomic Energy Contractor's Labour Regulations to be displayed prominently at the site of work in both English and local language.

1. Willful insubordination or disobedience, whether alone or in combination with other.
2. Theft, fraud or dishonesty in connection with the contractors beside a business or property of Department of Atomic Energy.
3. Taking or giving bribes or any illegal gratifications.
4. Habitual late attendance.
5. Drunkenness fighting, riotous or disorderly or indifferent behavior.
6. Habitual negligence.
7. Smoking near or around the area where combustible or other materials are locked.
8. Habitual indiscipline.
9. Causing damage to work in the progress or to property of the Department of Atomic Energy or of the contractor.
10. Sleeping on duty.
11. Malingering or slowing down work.
12. Giving of false information regarding name, age, father's name etc.
13. Habitual loss of wage cards supplied by the employers.
14. Unauthorized use of employer's property for manufacture or making of unauthorized articles at the work place.
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the Department and for which the contractors are compelled to undertake rectifications.
16. Making false complaints and/or misleading statements.
17. Engaging on trade within the premises of the establishments.
18. Any unauthorized divulgence of business affairs of the employees.
19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
20. Holding meeting inside the premises without previous sanction of the employers.
21. Threatening or intimidating any workman or employee during the working hours within the premises.

#### 46. GOVERNMENT LABOUR ACTS / LAWS:

The contractor has to follow strictly the Government Labour Acts, which are in force at present 'and introduced from time to time, such as, Acts enforced by Regional Provident Fund Commissioner. Directorate of ESIS and Enforcement Officer of Contract Labour Act, and all necessary arrangement for labour, security insurance will have to be made by the Contractor at his own cost.

#### 47. DEDUCTION OF INCOME TAX:

As per Section 194 (C) of Income Tax Act, as amended by letter No. 275/9£,72/9- TJ (Circular No. 86) dated 19/5/1972 received from Ministry of Finance (Department of Revenue and Insurance), New Delhi, the Income Tax @ 2% (two percent only) on the gross value of the work done will be recovered from the bills. A certificate for the amount so recovered will be issued by the Department to the contractor.



#### 48. VERIFICATION OF CREDENTIALS OF CONTRACTOR'S PERSONNEL:

- (a) Contractors, their employees, workers and casual labourers:
- i) It will be the responsibility of the contractor to produce police clearance certificate for himself and his employees / workers before seeking permission for entry into BARC area.
  - ii) Police verification certificate submitted with respect to an individual will be treated valid for 6 months from the date of issue and on expiry of 6 months period, a fresh police clearance certificate will have to be produced.
  - iii) Original police verification certificate should be attached to the initial application for temporary identity card and in case of further renewals within six months a copy of the same can be attached.
  - iv) The contractor shall employ labourers only after due verification of their credentials and track of past record. They should maintain a register showing the particulars of labourers including their residential address and submit the same to the Project Engineer periodically for verification. The contractor shall ensure that no labourer with criminal record in the past, is employed on BARC works. If any labourer with undesirable antecedents is found to be employed, the contractor shall forthwith remove such labourers from the work site on demand by the Project Engineer. The contractor shall be held solely responsible in the event of any adverse report / enquiry from the law enforcing authorities.
  - v) It will be mandatory on the part of the Tenderer to obtain Police Verification Certificate for their Engineers, Supervisors and authorised representative,,- who are authorised to draw tokens - for day today works inside BARC Campus. Tenderers are requested to take advance action to obtain Police verification Certificate for their authorized representative who desire to obtain photo passes, so as to avoid delay in commencement of work also for issue of photo passes.

#### (b) Representatives of firms:

Representatives of firms who are required to visit HBNI for supplying materials will not be issued with identity cards. They will be given entry by issuing entry permission on day to day basis.

#### 49. SECURITY REGULATIONS

- a) As a part of keeping Nation-wide vigil on Government Establishments, the Security set up in BARC also has been beefed up and accordingly the following restrictions are in force till further orders.
- b) Any motor vehicle with or without any construction related materials will be given an entry permit to BARC/HBNI premises after convincing the purpose of entry, if and only if it is; accompanied by an authorised departmental employee through out its movement within the premises.
- c) The movement of contractor's Vehicle within BARC/HBNI premises is restricted and normally one specified vehicle will be permitted for his personal movement at the discretion of the Project Engineer during the contract period after a thorough security verification. The contractor has to apply for such vehicle permit to the department through the Project Engineer in the standard proforma, after receiving the Work Order.
- d) Each Labourer has to give his/her bio-data in the standard proforma to the Department for obtaining the labour entry pass and normally such an entry pass will be issued only after a thorough verification of the bio-data.
- e) The Department/HBNI will make every possible arrangement to minimise the inconvenience to the contractor from security point of view. However, due to any unforeseen reasons, any delay, inconvenience or loss occurred to the contractor no claim for compensation whatsoever in nature shall be entertained by the Department.

The above additional regulations are indicated only to make aware the contractor about the latest security set up in BARC/HBNI premises.

#### f). Confidentiality Clauses: -

##### I. Confidentiality:

No party shall disclose any information to any Third party' concerning the matters under this contract generally. In particular, any information identified as " Proprietary" in nature by the disclosing party shall be kept strictly confidential by the receiving party and shall not be disclosed to any third party without the prior written consent of the original disclosing party.

This clause shall apply to the sub-contractors, consultants, advisors or the employees engaged by a party with equal force.

II "Restricted information" categories under Section 18 of the Atomic Energy Act, 1962 and "Official Secrets" Under Section 5 of the Official Secrets Act, 1923:-

Any contravention of the above-mentioned provisions by any contractor, sub-contractor, consultant, adviser or the employees of a contractor, will invite penal consequences under the above said legislation.

III. Prohibition against use of BARC's name without permission for publicity purposes The contractor or Sub-contractor, consultant, adviser or the employees engaged by the contractor shall not use BARC's name for any publicity purpose through any public media like press, Radio, TV or internet without the prior written approval of BARC.

50. Statement of Wages:as on 01<sup>st</sup> October 2018

(Amount in Rs.)

Category	Rates of Wages Payable Per day (Including V.D.A.)			Rates of wages on daily basis
Semiskilled			579.00 + 38	<b>617.00</b>

(Amount in Rs.)

Category	Rates of Wages Payable (Including V.D.A.)		
	Basic	VDA	Total
Unskilled	523	35	<b>558.00</b>

The minimum rate of daily wages payable to an employee employed on daily wages shall be computed by dividing the minimum rate of monthly wages fixed for that class of employees to which he belongs by the number of 22 days, the quotient being stepped up to nearest paisa.

51. In case any firm quotes 'Nil' charges/consideration, the bid shall be treated as unresponsive and will not be considered.

**51. PROVISIONS UNDER CONTRACT LABOUR (REGULATION & ABOLITION) ACT 1970 REQUIRED TO BE FULFILLED BY CONTRACTORS**

- 1) Every Contractor employing 20 or more workmen on any day should obtain license from Asstt. Labour Commissioner, Sion, Mumbai. They should also obtain Registration under BOCW Act if they are engaged in construction activities. (Rule 12).
- 2) Every Civil Contractor employing 10 or more workmen should obtain a Registration under Building and Other Construction Workers Act from Asstt. Labour Commissioner, Sion, Mumbai.
- 3) Notice of commencement of contract work should be given to Labour Enforcement Officer by the Contractor in from VI-A. {Rule ~1 (3)}.
- 4) Notice of completion of contract work should be given to Labour Enforcement Officer by the Contractor in Form VI-A. {Rule 81(3)}.
- 5) Notices showing rates of wages, hours of work, wage periods, date of payment of wages, date of payment of unpaid wages, names and addresses of Inspections in English, Hindi and in local language should be displayed at Work Site. (Rule 81 (i) (i)).
- 6) A copy of the above Notice is to be sent to Labour Enforcement Officer.
- 7) Maintain a Register of workmen in Form XIII. ( Rule 74 ).
- 8) Issue Employment Card to workmen in Form XIV. (Rule 76).
- 9) Issue a Service Certificate to workmen in Form XV on termination of employment for any reason whatsoever. (Rule 77 ).
- 10) Maintain Muster Roll of Workmen in Form XVI. (Rule 78 (1) (a) (i) ).
- 11) Maintain Register of wages in Form XVII. Contractors may maintain a Combined Register of Wage-cum-Muster Roll, if the wage period is a fortnight or less.
- 12) Provide Wage slip to workmen in Form XIX. (Rule 78 (1) (b)).

- 13) Maintain a Register of Deduction for Damage/ Loss in Form XX. ( Rule 78 (1) (a) (ii) ).
- 14) Maintain a Register of Fines in Form XXI. ( Rule 78 (1) (a) (ii) ).
- 15) Maintain a Register of Advances in Form XXII. ( Rule 78 (1) (a) (ii)).
- 16) Maintain a Register of Overtime in Form XXII. ( Rule 78 (1) (a) (iii).
- 17) Send Half Yearly Return in Form XXIV to ALCILEO . (Rule 82 (1»).
- 18) A first Aid Box with essential medical items to be maintained. (Rule 58 ).
- 19) Every contractor should ensure disbursement of wages to his workmen in the presence of authorized representative of BARC . ( Rule 72).
- 20) Every contractor shall display an abstract of the Act and Rules in English, Hindi and in the language spoken by the majority of the workers. ( Rule 79 ).

## SECTION IV

### SPECIFICATIONS

#### DETAILED JOB SPECIFICATION

**NAME OF THE WORK:-** “Data Entry and Auxiliary works in HBNI, Anushaktinagar, Mumbai 400 094

#### 2.0 SCOPE OF WORK

Data Entry and auxiliary work such as, data entry services regarding student enrolment data, s/w maintenance and operations and student results compilation, collation, printing, filing, xeroxing, recording & maintaining of students' records/ register, web enabled services for data entry of student records & related activities including assistance in the office works, arranging of files as per procedres and data maintenance in the prescribed formats etc. The Data Entry operators shall have proficiency in MS Office – MS Word, Excel, PPT and other Office tools including mailing management.

In order to execute the above tasks a minimum of 14 Data entry operators with a minimum HSC qualifications + proficiency in MS Office applications viz., MS Word, Excel, PPT, Access, mailing management and related Office tools with TWO Years' Experience in relevant field, and 2 Helpers (pantry services) who can also read, write and speak English and Hindi.

The number of such data entry operators may increase or decrease as per the requirment in HBNI. However, a firm number will be give 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.

## SCHEDULE 'B'

### HOMI BHABHA NATIONAL INSTITUTE

Name of work :

TENDER No.

### Quotation Sheet

Item No.	Description	Task	Rate per Task	Total Amount in Figure. (Rs.)	Total Amount in Words. (Rs.)
1	Data entry operations in PCs on MS Office – MS Word, Excel and other Office tools as directed, including typing, printing, maintaining registers/ records, filing of papers, xeroxing etc.	3696			
2	Auxilliary work like office assistance, cleaning and up-keeping of office and records room etc.	528			
	<b>Total</b>				

Rates shall be exclusive of GST.

GST may be shown separately in quotation. GST will be payable only on production of Documentary evidence to the satisfaction of Paying Authority.

.....  
Signature of bidder

Office Seal

## **SCHEDULE 'E'**

Reference to General Conditions of contract

Name of work : **Data Entry and Auxiliary office services in HBNI Office, 2<sup>nd</sup> Floor, Anushaktinagar, Mumbai - 400 094.**

- Estimated cost of work: **Rs. 39,00,000/- (Rs. Thirty Nine Lacs Only).**
- i) Earnest money: **Rs. 78,000/- (Rs. Seventy Eight Thousand Only)**
- ii) Performance Guarantee: 5% of tendered value
- iii) Security Deposit: 2.5% of tendered value

## **SCHEDULE 'F'**

General Rules & Directions

Officer inviting tender - **Vice Chancellor, HBNI**

### **Definitions :**

Officer-In-Charge - **Registrar**  
Accepting Authority - **Vice Chancellor, HBNI**  
Percentage on labour to cover all overheads and profits : **7%**

**Standard Schedule of Rates** **HBNI Rates**  
**(Published by Office of Chief Labour Commissioner (C), Ministry of Labour & Employment, Govt. of India.)**

### **Clause 1**

- (i) Time allowed for submission of Performance Guarantee : **15** days  
from the date of issue of work order, in days.
- (ii) Maximum allowable extension with late fee @ 0.1% per day : **5** days  
of Performance Guarantee amount beyond the period  
provided in (i) above in days.

### **Clause 2**

Authority for fixing compensation under clause 2 : **Vice Chancellor, HBNI**

### **Clause 2A**

Whether Clause 2A shall be applicable : **No**

### **Clause 5**

Number of days from the date of issue of work - **15 days**  
Order for reckoning date of start

Time allowed for execution of work - **12 (Twelve) months & extendable for another 12 months**

Authority to give fair and reasonable extension of time for completion of work: **Vice Chancellor, HBNI**

***Clause 6 – Applicable***

***Clause 6A – Not applicable***

***Clause 7 – Not applicable***

***Clause 10A, 10,B(ii) : Not Applicable***

***Clause 10 CA & 10 CC : Not Applicable***

***Clause 11***

Specifications to be followed for execution of work - **Section IV of this document**

***Clause 12: Applicable***

***Clause 16***

Competent Authority for deciding reduced rate : **Vice Chancellor, HBNI**

***Clause 18 : Not Applicable.***

***Clause 20 : Applicable***

***Clause 36(i) : Not Applicable***

***Clause 42 : Not Applicable.***



## 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 between .....and ..... (hereinafter called “ the said Contractor{s}“ ) .for the work ..... (hereinafter called “ the said Agreement”) having agreed to production of a irrevocable bank Guarantee for Rs. .... (Rupees ..... only), as 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)

\* \* \*