



**HLL INFRA TECH SERVICES LIMITED (HITES)**

(Subsidiary of HLL Lifecare Limited

A Government of India Enterprise)

HLL Bhavan, Poojappura P.O

Thiruvananthapuram - 695 012

Kerala, India

Ph: +91-471 2775530

Email: [ajayakumarn@hllhites.com](mailto:ajayakumarn@hllhites.com)

Website: [www.hllhites.com](http://www.hllhites.com)

# **CORRIGENDUM**

## **REQUEST FOR PROPOSAL**

For

**Operation and Maintenance of Phase I, II and III Buildings  
at Jawaharlal Institute of Post Graduate Medical Education  
and Research (JIPMER), Puducherry**

**Bid Document Modified after pre bid meeting**

**Tender Notice No. : HITES/FM/O&M/JIPMER/2018-19/01 dated: 29.06.2018**

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**DISCLAIMER**

HLL INFRA TECH SERVICES LTD. (HITES) HAS PREPARED THIS DOCUMENT TO PROVIDE BIDDERS, THE BACKGROUND / INFORMATION FOR **“PROVIDING OPERATION AND MAINTENANCE SERVICES OF PHASE I, II & III BUILDING AT JIPMER, PUDUCHERRY**, HEREINAFTER REFERRED TO AS **“PROJECT”**. INFORMATION IS ALSO PROVIDED TO BIDDERS ON THE TERMS AND CONDITIONS SET OUT IN THIS DOCUMENT AND ANY OTHER TERMS AND CONDITIONS SUBJECT TO WHICH SUCH INFORMATION IS PROVIDED.

THIS DOCUMENT IS NEITHER AN AGREEMENT NOR AN OFFER OR INVITATION TO ANY PARTY. THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE INTERESTED PARTIES WITH INFORMATION TO ASSIST THEM IN FORMULATION OF BID. THE INFORMATION IS GENERAL IN NATURE AND NOT INTENDED TO BE EXHAUSTIVE. BIDDERS ARE REQUIRED TO MAKE THEIR OWN INQUIRIES AND THEY SHALL BE DEEMED TO HAVE DONE SO AND NOT TO HAVE RELIED MERELY AND SOLELY ON THE INFORMATION PROVIDED IN THIS DOCUMENT.

THE INFORMATION PROVIDED IN THIS DOCUMENT IS NOT BINDING ON HITES, OR ANY OF THEIR AUTHORITIES OR AGENCIES OR ANY OF THEIR OFFICERS, EMPLOYEES, AGENTS OR ADVICERS.

HITES RESERVES THEIR RIGHT NOT TO PROCEED WITH THE PROJECT OR TO CHANGE THE CONFIGURATION OF THE PROJECT, TO ALTER THE TIME TABLE REFLECTED IN THIS DOCUMENT OR TO CHANGE THE PROCESS OR PROCEDURE TO BE APPLIED IN PLANNING/EXECUTION. THEY ALSO RESERVE THEIR RIGHT TO DECLINE TO DISCUSS THE PROJECT FURTHER WITH ANY PARTY SUBMITTING THE TENDER.

NO REIMBURSEMENT OF ANY KIND WILL BE PAID TO PERSONS OR ENTITIES SUBMITTING THEIR TENDERS/ BIDS.

**PART I – SECTION -I**

**HLL INFRA TECH SERVICES LIMITED (HITES)**  
(Subsidiary of HLL Lifecare Limited  
A Government of India Enterprise)

**NOTICE INVITING TENDER**

**Tender Notice No. :** HITES/FM/O&M/JIPMER/2018-19/01 dated: 29.06.2018

Sealed Bids are invited from eligible empanelled Facility Management partners of HLL Infra Tech Services Ltd. for **“Operation and Maintenance of Phase I, II and III Buildings at Jawaharlal Institute of Postgraduate Medical Education and Research (JIPMER), Puducherry”**. The eligibility criteria are as per the empanelment done with HITES for similar works. **The last date of receipt of bids is 25/07/2018.** Prospective bidders are advised to regularly browse the website for Corrigendum/ Amendments, if any, issued subsequently up to the date of /extended date of receipt and opening of the Bid(s).

Signature of Chief Engineer  
Facility Management Division  
For and behalf of HITES

**Bid Document Modified after pre bid meeting**

**HLL INFRA TECH SERVICES LIMITED (HITES)**

(Subsidiary of HLL Lifecare Limited

A Government of India Enterprise)

**NOTICE INVITING TENDER**

HLL Infra Tech Services Limited invites sealed tenders in prescribed format from eligible empanelled Facility Management partners for **“Providing Operation and Maintenance of Phase I, II and III Buildings at Jawaharlal Institute of Postgraduate Medical Education and Research (JIPMER), Puducherry.”**

**SALIENT FEATURES OF THE BID:**

Sl. No.	Particulars	Detailed of Tender
1	<b>Tender Notice No.</b>	HITES/FM/O&M/JIPMER/2018-19/01 dated: 29.06.2018
2	<b>Name of the Work</b>	“Providing Operation and Maintenance of Phase I, II and III Buildings at Jawaharlal Institute of Postgraduate Medical Education And Research (JIPMER), Puducherry.”
3	<b>Tender Fee [Non-refundable]</b>	<b>Rs. 5000/-, in the form of D.D.</b> D.D. shall be of nationalized Bank only, in favour of ‘ <b>HLL Infra Tech Services Limited</b> ’, payable at Trivandrum.
4	<b>Availability of tender</b>	The Tender documents can be obtained from <a href="http://www.hllhites.com">www.hllhites.com</a> or <a href="http://www.lifecarehll.com">www.lifecarehll.com</a> or CPP Portal
5	<b>Approximate Cost of work</b>	Rs. 13.00 Cr including GST
6	<b>Earnest Money Deposit</b>	Rs. 13,00,000/- by D.D./BG of Nationalized OR Scheduled Bank in favour of ‘ <b>HLL Infra Tech Services Limited</b> ’, payable at Trivandrum for the same amount to be enclosed along with technical bid, failing which tender will not be considered as a valid tender
7	<b>Performance Guarantee (for the successful bidder)</b>	5% of contract value shall be submitted within 21 Days from the date of issue of LOA.
8	<b>Period of contract</b>	One Year from the date of issue of letter of acceptance.
9	<b>Date of Issue of Bid Documents</b>	From 29.06.2018 to 25.07.2018 during office hours
10	<b>Last Date of Submission of Bid Documents</b>	Up to 25.07.2018, Time: 15:00 Hrs, at HITES, Trivandrum
11	<b>Pre- Bid Conference</b>	On 12.07.2018 at 12.00 Hrs. at HITES Office, JIPMER Puducherry.

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12	<b>Date ,Time and Venue of Opening of Technical Bid</b>	On 25.07.2018, Time: 16:00 Hrs. at HITES, Trivandrum
13	<b>Date ,Time and Venue of Opening of Price Bid</b>	On 25.07.2018, Time: 17:00 Hrs. at HITES, Trivandrum
14	<b>Date of signing of contract agreement</b>	21 days from the date of LOA
15	<b>Date of Commencement of Work</b>	21 days from the date of LOA

**IMPORTANT NOTE:**

1. Empanelled “A” & “B” agencies of stipulated Class and Category for O&M works are eligible to quote.
2. Contract documents consisting of the detailed scope of work, Manpower requirement, Details of CAMC and NAMC equipment’s, List of spares and consumable items, complete specifications and schedule of quantities of the various classes of work to be done, and the set of ‘Conditions of Contract’ to be complied with by the bidder whose Tender may be accepted; which will also be found printed in the form of Tenders, can be downloaded from website [www.hllhites.com](http://www.hllhites.com) or [www.lifecarehll.com](http://www.lifecarehll.com) or CPP Portal.
3. The Offers must be delivered to the address below on or before **15.00 hrs of 21.07.2018**. The bidders shall place their bids in two separate sealed covers i.e. Technical Bid and Financial Bid. Bid is to be placed in separate sealed Envelopes i.e. Envelope-I containing EMD and signed Technical bid document and Envelope –II consisting of Financial Bid. Each envelope will be marked in bold letters indicating its contents. Both the bids shall be placed in a single sealed envelope duly super scribed “**Offer for Providing Operation and Maintenance service at Phase I, II, and III Building” at JIPMER Puducherry**.”
4. The bid submitted shall become invalid or declared non- responsive:
  - a) The bid is not submitted in sealed envelope in the prescribed manner
  - b) It is not accompanied by envelope containing EMD
  - c) The bid is conditional or carries material deviation from the prescribed condition which will have financial implication.
  - d) The bidder does not submit all the documents as stipulated in the bid document.
5. **Signing of Bid:**
  - (i) The authorized signatory of the Tenderer shall sign each page of the tender
  - (ii) In case of partnership companies/incorporated companies, the intending bidder shall submit a written Power of Attorney in the prescribed format on non-judicial stamp papers duly notarized, authorizing the signatory/signatories of the tender to commit the tender. In case of sole proprietary firm(s) the bidder shall submit affidavit of sole proprietorship on non-judicial stamp paper duly notarized

### **Bid Document Modified after pre bid meeting**

- (iii) Cancellation or change of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the Tender/Bid shall be communicated forthwith in writing by the Tenderer to HITES.
6. If the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figure or in words then the rate quoted by the contractor in words shall be taken as correct.
  7. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rate quoted by the contractor will be taken as correct and not the amount.
  8. Tender must be accompanied by an Earnest Money @ **1 % Value of contract** amounting **Rs.13,00,000/-** (Rupees Thirteen Lakhs only) in the form of Demand Draft/Bank Guarantee in favour of '**HLL Infra Tech Services Limited**'. If any of the information furnished by him/her is found to be incorrect or false, the Earnest Money Deposited by bidder shall stand forfeited, without prejudice to any other rights and remedies of HITES under the contract and Law, and the Tenderer will be liable for any loss suffered by HITES on account of its withdrawal/modification etc. besides forfeiture of EMD. Bidder will also be debarred from participating in any other Tender Enquiry with HITES for a period of five years.
  9. The Financial bids submitted without EMD in the form of a Bank Draft for an amount indicated, or Bank Guarantee of equivalent amount from a Schedule Commercial Bank in India acceptable to the Client in favour of HLL Infra Tech services Limited, payable at Trivandrum shall be treated non-responsive and shall not be opened. The format of the Bank Guarantee shall be as enclosed in the tender forms. The said Bank guarantee shall be irrevocable and operative for a period not less than 30 days beyond the validity of the Bid (i.e. 120 days from the last date of submission of Bids or extended date thereof).
  10. **Tender Evaluation:** The Technical Bids will be evaluated based on the eligibility criteria and performance in previous /ongoing projects with HLL/HITES will be criterion for bid evaluation and responsiveness to the tender requirements. The Price Bids of firm(s) whose bids are declared responsive shall only be opened. HITES reserves the right to reject any or all of the offers without assigning any reason.
  11. The successful bidder has to deposit an amount equal to @ 5% of the Tendered and accepted value of the work (without any limit) as Performance Guarantee in the form of an Irrevocable Bank Guarantee bond of any Scheduled Bank or State Bank of India in the prescribed Form.
  12. The time allowed for submission of the Performance Guarantee by the contractor shall be 21 Days of issue of the Letter of Acceptance. This period can be further extended, if required by the Chief Engineer for a maximum period ranging from 3 to 7 days at the written request of the contractor. The date of start of work may accordingly be fixed reckoning it after 7 days from the date of issue of letter of acceptance.
  13. If the Tenderer who's Tender considered for acceptance fails to furnish the prescribed Performance Guarantee within prescribed period the EMD will be absolutely forfeited by HITES.
  14. The acceptance of a Tender will rest with the competent authority, which does not bind him to accept the Lowest Tender and reserves to himself the authority to reject any or all of the Tenders received without assigning any reasons. All Tenders in which any of the prescribed conditions are not fulfilled, or are incomplete in any respect are liable to be rejected.

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15. HITES does not bind itself to accept the Lowest or any Tender and reserves to itself the right of accepting the whole or any part of Tender and the Tenderer shall be bound to perform the same at the rates quoted.
16. All rates shall be quoted only on the proper form of the Tender.
17. Special care shall 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 shall be written both in figures and the words. In case of figures, the words 'Rs' shall be written before the figures and the words. In case of figures, the word 'Rs' shall be written before the figures of rupees and word 'P' after the decimal figures e.g. 'Rs.2.15 P, and in case of words, the word 'Rupees' shall precede and the word 'Paissa' shall be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it shall invariably be up to two decimal places.
18. Canvassing in connection with Tenders is strictly prohibited and the Tenders submitted by the contractors who resort to canvassing will be liable to rejection.
19. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or administrative duties in an Engineering Department of the Government of India or HITES is allowed to work as a contractor for a period of two years of his retirement from Government service without the previous permission of the Government of India or HITES. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the Tender or engagement in the contractor's service.
20. Tender for works shall remain open for acceptance for a period of 90 (Ninety) days from the date of opening of Tenders and with a provision that it shall be further extendable for 45 days, shall the Tenderer fail to keep the Tender open for acceptance as stated above or if the Tenderer withdraws his Tender before the expiry of the said period or makes any modifications in the terms and conditions of the Tender which are not acceptable to HITES, then HITES without prejudice to any other right or remedy be at liberty to forfeit the Earnest Money.
21. The contractor shall give full and correct address along with the Tender, further if there is any change of address during currency of contract the same shall be intimated to the department immediately, otherwise HITES is not responsible for wrong delivery or delay of notice etc. served to the above.
22. The successful bidder shall be required to execute a Contract Agreement within 21 days of issue of Letter of Award, failing which the Earnest Money shall be forfeited and the offer treated as withdrawn.

**Signature of Chief Engineer  
Facility Management Division  
For and behalf of HITES**



**SUBMISSION OF TENDER**

The tender document shall be submitted in two parts Technical Bid and Financial Bid

**1. Part I - TECHNICAL BID**

The following documents are to be submitted by the Contractor along with Technical Bid as per the tender document:

- 1) Letter of empanelment in HITES
- 2) Demand Drafts towards the cost of Tender Document.
- 3) Demand Drafts/Bank Guarantee towards Earnest Money Deposit.
- 4) Copies of all statutory registrations in respect of Labour licence for applicability of Minimum Wages Act 1948,EPF & ESI
- 5) Tender Acceptance Letter in the firm/ Company letterhead duly filled & signed by the Authority with a seal of Firm/Company.
- 6) Copy of PAN Card
- 7) Copy of Goods and Services Tax registration certificate

**2. Part II - FINANCIAL BID.**

Completed financial bid

**Bid Document Modified after pre bid meeting**

**TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

To,  
Chief Engineer, FM  
Golden Jubilee Block  
HLL Bhavan, Poojappura  
P.O. Thiruvananthapuram – 695 012  
Phone - 0471 2355404/2775500

Date:

Sub: **Acceptance of Terms & Conditions of Tender**

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the website (s) .....namely As per your advertisement, given in the above mentioned website(s),.....
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated , then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely
6. In case any provisions of this tender are found violated , then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.
7. If my / our Offer is accepted I / we understand that I /we, am / are to be held solely responsible for the due performance of the Contract.

**Yours Faithfully,**

(Signature of the Bidder, with Official Seal)

**Witness – Signature**

## **PART I - SECTION -II**

### **1. Information about JIPMER and HITES**

#### **1.1. About JIPMER**

The **Jawaharlal Institute of Postgraduate Medical Education & Research (JIPMER)** is a Central government of India funded institute with autonomy to run its internal administration. JIPMER is both an educational institute that imparts undergraduate and postgraduate medical training and a working hospital that provides inexpensive medical care to a large number of patients. JIPMER is an institute of national importance and a tertiary care referral hospital that is under the direct administrative control of Directorate General of Health Services (DGHS), Ministry of Health and Family Welfare, Government of India.

JIPMER is a residential medical institution with its own campus spread over 195 acres (0.79 km<sup>2</sup>) and 2052 bedded facility for patient care. It has about 200 faculty and 360 resident physicians and over 3,000 nursing, administrative and support staff. Every year it admits 150 undergraduate students and 200 postgraduate students.

#### **1.2. About HITES**

HLL Lifecare Limited (HLL), a Govt. of India Enterprise under the Ministry of Health & Family Welfare, is a global healthcare delivery company. HLL Infra Tech Services Limited, popularly known as 'HITES' is a 100% subsidiary company of HLL. HITES is specialized for infrastructure development and procurement of medical equipment and devices in healthcare sector. HITES provide services in design, engineering and execution of construction projects. HITES is also specialized in providing procurement and consultancy services to the Government of India, State Governments and other institutions for procuring a range of healthcare and hospital products, equipment and devices. It is designated as a National Procurement Support Agency (NPSA)

HITES also offers facility management services. This niche area of specialization provides both hard and soft services including operation and maintenance, integrated building management, housekeeping, security services, horticulture services, warehouse management, hospitality services and other support services.

## **2. BUILDING COVERED UNDER O&M SERVICE**

The O&M service shall cover the following building.

<b>Buildings under HITES O&amp;M Scope</b>			
<b>Sl no</b>	<b>Phase I - Existing Building</b>	<b>Sl no</b>	<b>Old Building Firefighting system Equipment maintenance</b>
1	Super Specialty Block	1	Administrative block
2	Emergency Medical Service Block 3rd to 5th floor	2	Animal house
3	Regional Cancer Center	3	Work Shop
4	Nursing College	4	Incinerator
5	Nightingale House	5	Mortuary
6	Day care shelter	6	Pharmacy block
7	New Guest house	7	Kitchen
8	Sump	8	Laundry
9	STP -I	9	Infectious Diseases ward
10	Substation -II	10	02 ward- Skin Disease Ward
		11	Central Store
		12	Emergency Medical Service Block
<b>Sl no</b>	<b>Phase II - Existing Building</b>	13	Hospital Block OPD, IPD & Institute block
1	Women and Children Hospital	14	Library
2	Academic Center	15	PMRC
3	Osler House	16	Lister House
4	Harvey II	17	Harvey House
5	Harvey III	18	Blackwell house
6	Common Facility	19	Curie House
7	New MSR Quarters	20	Aschoff House
8	Blackwell House II	21	JIPMER Guest house Old
9	Curie House I	22	Community hall
10	Curie House II	23	Auditorium
11	STP -II	24	Kendriya Vidyalaya-1JIPMER
12	Service building	25	Urban Health Centre - Kuruchikuppam and Rural Health Centre - Ramanathapuram
13	Substation -II	<b>Sl no</b>	<b>Phase III - New Building/ Service to be commissioned</b>
		1	Super Specialty Block Annex
<b>Sl no</b>	<b>Hospital Block - Under Modernization</b>	2	Screening Out Patient Department (SOPD)
1	Hospital Block OPD, IPD & Institute block	3	Quarters Type 2,4 and 5
2	Administrative Block (only taken over area and floors)	4	Sump -III Quarters
		5	STP -III
		6	CSSD - WCH

**Buildings under O&M Scope:**

- 2.1. **Phase I&II** shall be provided with full-fledged O&M service mentioned in the scope of work.  
2.2. **Hospital block** is under modernization HITES and CPWD is sharing the responsibilities of operation and maintenance.

A. Hospital block OPD, IPD and Institute Block:

- a) Supply of water to the overhead tank is under the scope of CPWD
- b) Supply Electricity up to Electrical room is under the scope of CPWD
- c) Operation and maintenance of centralized Air conditioning system is under the scope of CPWD
- d) Medical Gas plant (currently managed by JIPMER Anesthesia department)
- e) Other than above listed O&M related work is under scope of HITES.

B. Administrative Block

- a) Director Office , Project coordinator, President , DDA and office interior modified by HITES any complaint related to furnishing, internal fitting and fixtures is under the scope of HITES.
- b) Operation and maintenance of UPS provide at corridor of First, Second and Third floor and P&SM seminar room is under the scope of HITES
- c) Split air conditioners at Director, Project coordinator, President and DDA office is under the maintenance of HITES. All other O&M related work are under the scope of CPWD
- d) Minor work related has to be executed as per the direction of JIPMER instruction other than specified above.

**2.3. Old Buildings Firefighting and Detection system equipment maintenance**

- a) Operation and maintenance all Firefighting and Detection system in JIPMER campus is under the scope of HITES.
- b) Upgradation of Firefighting and Detection system in the listed building are under progress.
- c) Fire Extinguishers at Urban Health Centres at Kuruchikuppam and Ramanathapuram (Both Old Buildings out of JIPMER campus, at approx.. 10 KM away)

**2.4. Phase III building and other service**

Listed building and service are not handed over for O&M service. Deployment of manpower and service subjected to JIPMER approval.

### **3. SCOPE OF WORK**

The successful bidders shall provide following service while maintaining the minimum manpower as indicated under each system. The indicated minimum manpower is for the building listed in Phase I, Phase II and Hospital block. Additional manpower on pro rata and functional basis shall be provided for the new Phase III building to be commissioned. **All the plant and machinery installed herein shall be under defect liability period for one year and EPC developer who has commissioned the Facility will be responsible for the defects. Hence the tenders may make due allowance for this factor while quoting O&M price for the Phase III buildings.**

#### **3.1. OPERATION AND MAINTENANCE OF ELECTRICAL SYSTEM**

- Operation and maintenance of HT yard, Two pole structure, HT panels, Breakers (VCB) and Relays
- Operation and maintenance of building's electrical installations, Substation and DG, HT & LT panel, Breakers and Relays, Transformers with OLTC panels, Synchronization panels, Switch gears, LDB, PDB, UPSDB, APFC panel, AMF panels, Streetlight system, overhauling and repair of electrical motors and drives, external LT and HT cable joining work, LV and PA system, and minor electrical related work as directed time to time.
- Preventive maintenance schedule to be prepared and carried out as per schedule.
- Periodical inspection to be carried out and ensured that all electrical equipment and fixtures are in good working condition.
- Periodical maintenance of Transformers and OLTC including oil filtration, repairs and painting.
- Maintenance of UPS, EPABX, PA system, Audio visual system in conference room and Lifts to be maintained as per manufactures manual.
- Maintain reading of Feeder, Transformer, UPS, DG and HT, Records of repairs and complaints logs, incidents report, Consumption and generation of power, Attendance register, and any minor work as directed from time to time.
- CAMC/ NAMC to be provided through OEM vender for DG, UPS, Lifts and EPABX.
- Maintain records, Logs, History cards, Data sheet, and Check sheet for all electrical installation.
- Operation and maintenance to be carried out as per prevailing electrical safety and fire & safety norms.
- Periodical testing to be conducted such as thermographic testing of Bus bar and panels, Relays testing for VCB and breakers.
- Periodical maintenance and testing of all earth pits.
- Periodical inspection, maintenance and keep record of solar water heating system and Geyser.
- Those Spares and repairs not included in the approved rate contract list shall have to be executed with prior approval of Client and will be reimbursed as actual by producing the certified invoice.

### **3.2. OPERATION AND MAINTENANCE OF MEDICAL GAS PIPE LINE SYSTEM**

- Operation and maintenance of Gas manifold and ensure the 24/7 supply of Oxygen, Nitrous oxide, Compressed Air and Vacuum at all outlets at required pressure.
- Operation and maintenance of air cooler, air dryer, receiver tank, air compressor, vacuum pump, operating valves and panels.
- AMC to be provided through OEM vender for Air Compressor, Air dryer and vacuum pump.
- Maintain required Oxygen and Nitrous oxide cylinders to meet emergency.
- Operation and maintenance include monitoring and recording the consumption of O<sub>2</sub>, N<sub>2</sub>O on hourly basis and submit a consolidated report weekly, operating the vacuum and air compressor as per the required schedule, Leak identification and repairing, replacement of spares and related outlet accessories such as oxygen flowmeter suction jar, theater vacuum unit and ward vacuum unit and med gas key plug and regulator diaphragm and maintain History card.
- Timely intimation of refill due date for cylinders and Liquid Oxygen based on consumption.
- Periodical inspection of ward isolation valve and pressure panel and keep record of same.
- Those Spares and repairs not included in the approved rate contract list shall have to be executed with prior approval of Client and will be reimbursed as actual by producing the certified invoice.

### **3.3. OPERATION AND MAINTENANCE OF THEATRE STERILE SUPPLY UNIT (TSSU) EQUIPMENT.**

- Operation and maintenance of ETO sterilizer, High speed and pressure steam sterilizer and Steam Autoclaves.
- AMC to be provided to ETO Machine and High pressure steam sterilizer.
- Daily receive bin and pack of surgical instruments, Linen, equipment and other materials to be sterilized. Sterilize in the respective sterilizer, autoclave as per manufactures instruction
- Operate the ETO, Sterilizer and autoclave in the required temperature and pressure and all parameters of manufacture manual.
- Clean and maintain the autoclave and sterilizer. Maintain records of operation , receipt and handing over of material, consumables like ETO cartridge, indicator tapes, Operating steam/ventilation system, reporting defects, rectification etc
- Those Spares and repairs not included in the approved rate contract list shall have to be executed with prior approval of Client and will be reimbursed as actual by producing the certified invoice.

### **3.4. OPERATION AND MAINTENANCE OF SEWAGE TREATMENT PLANT (STP)**

- Operation and maintenance of motors, pumps and air blowers.
- Regulating the flow, cleaning of screens in screen chambers, Operating and regulating sludge return pump, hypo dosing.
- Operating and back washing of pressure sand filter and activated carbon filter.

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- Greasing and oil changing of motors, blowers, pumps.
- Regulate uniform airflow from blowers by regularly checking pressure gauge, collection of sample for water testing and getting test done periodically by agency approved by client.
- Maintain consumable register, log books, History Card, test records and records of cleaning and up keep the installation in prescribed standard.
- Discharged water quality shall be maintained to meet the required parameters.
- Remove the sludge periodically from the sedimentation tank as and when required.
- Those Spares and repairs not included in the approved rate contract list shall have to be executed with prior approval of Client and will be reimbursed as actual by producing the certified invoice.

### **3.5. OPERATION AND MAINTENANCE OF HEATING VENTILATION AND AIR CONDITIONING SYSTEM HVAC.**

- AMC for the chiller to be executed through the OEM vendor and maintain all the record related to breakdown, preventive maintenance, AMC inspection and spares and consumable used.
- Operation and maintenance of air cooled chillers, AHU, CSU, and FCU at Phase I & II building.
- CAMC for Split, Cassette and Verticool air conditioner to be provided by the firm/agency/contractor and maintain record related to breakdown, preventive maintenance, CAMC inspection, repairs, spares and consumable used.
- Operation and maintenance of Chiller includes operating of chiller panel, VFD panel, Primary and secondary Pump and Motors, Valves, inspecting and recording suction and discharge pressure, oil pressure, oil and gas level, suction and discharging pressure of pumps, and all other parameters shall be recorded in the LOG BOOK on hourly basis. Necessary action is to be taken if the reading is not normal.
- Operation and maintenance of AHU, CSU and FCU includes operating of control panel, monitoring and recording of operating parameters, Supply and return temperature, Canvas temperature, room temperature, CFM, RH, Chilled water pressure and periodical cleaning of Filter, Coil and Diffusers.
- Chilled water supply line to be checked regularly and make sure all operating valve, actuator, Thermostat, Damper are working.
- Preventive maintenance and breakdown maintenance to be carried out with prior permission and execute in coordination with stakeholders.
- Maintain records, Logs, History cards, Data sheet, and Check sheet for all HVAC installation.
- Those Spares and repairs not included in the approved rate contract list shall have to be executed with prior approval of Client and will be reimbursed as actual by producing the certified invoice.



**3.6. OPERATION AND MAINTENANCE OF CIVIL WORKS, PAINTING OF BUILDING, PLUMBING AND SANITARY WORKS, OPERATION OF BORE WELL, UG SUMP AND RO PLANT.**

- Replacement of Water Supply and Sanitary Installation items, i.e. Plumbing, Fitting/ Fixtures etc.
- Cleaning of Storm water drainage, rain water harvesting & sewage disposal works including sewer pumps and Cleaning of Sewer lines, Under Ground tanks, Over Head tanks etc. are required to be cleaned periodically.
- Operation and Maintenance of the existing Water Bore -well for uninterrupted water supply.
- Operation and Maintenance of the outdoor water fountain.
- Carpentry works for doors & windows and fixture and furniture as per requirement
- Replacement of frames, shutters and fittings / fixtures for doors/ Windows/ventilators etc.
- Stoppage of seepage / leakages from toilets and water supply and sanitary installation fixtures, Removal of blockages from Water Supply & Sanitary lines and internal & external drains.
- Minor repairs of internal roads and pavements.
- Repairs to external/ internal plaster.
- Replacement of flooring, skirting, dado and plaster and Repair to floor / dado tiles.
- Replacement of glass panes, doors & window fixtures.
- Leakage / seepage control measures in toilets & roofing.
- Periodic cleaning of internal and external drains, water tanks.
- All repainting works shall be executed after completely scrapping the existing finish and preparing the surface to a fresh level as per instruction of engineer-in-charge.
- Re - painting of internal walls shall be carried out as per the client and engineer in charge direction without causing disruption to the smooth functioning of Hospital.
- Painting of Hospital and Residential building as per current CPWD norms.
- Only Class A Brick, fine & coarse sand, reputed brand of cement bag & TMT steel bars shall be used in materials.
- Only Class- I, reputed brand, ISI marked materials would be used in repair work of civil maintenance works.
- The agency shall be provided any materials for civil works are as per ISI norms and manufacturer.
- The agency shall be maintained all statutory records and registers.
- The work has to be carried out in an orderly manner without noise and obstruction to flow of traffic.
- All rubbles etc. shall be disposed off at the earliest and the place is left clean and orderly at the end of each day's work.
- Civil works other than maintenance shall have to be executed with prior approval of client.
- The agency will provide Civil Engineer whenever it is required at site even after working hours keeping in view nature of seriousness as decided by competent authority.

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- The agency shall have to maintain and provide all safety measures and precaution to their employees.
- Those Spares and repairs not included in the approved rate contract list shall have to be executed with prior approval of Client and will be reimbursed as actual by producing the certified invoice.

### **3.7. OPERATION AND MAINTENANCE OF FIRE AND SAFETY EQUIPMENT.**

- Carry out all work with utmost care, giving due consideration to safety which shall not be compromised under any circumstance. It will be responsibility of the Bidder to promote safe workplace, free from unauthorized exposure to safety hazards for all its employees and the property.
- Operation and maintenance of all fire detection system panels include fault identification, troubleshooting and Addressing of loop card issues and cleaning of detectors.
- AMC for the fire detection system panels to be executed through the OEM vendor.
- Periodical inspection of Portable fire extinguishers shall be covered Cleaning, checking of weight and pressure, checking of delivery hose and safety clip and pin, body belt, operating sticker and signage and service date updating as per IS 21902010 at various location.
- O&M include general cleaning of fire extinguishers, Checking & replacement of pressure gauges, squeeze grip, Syphon tube, discharge nozzle, repair/ replacement of brass portion, repair/ replacement of valves/ lids, fixing/ positioning of fire extinguishers, refilling, repair/ replacement of grip handle/ PVC base/ trolley (as required) etc. and any other work to maintain the serviceability of the fire extinguishers and submit report accordingly.
- All extinguishers shall be pressure tested as per standard norms of extinguisher .The Cartridge of extinguishers shall be weighed and refilled if required. All extinguishers shall be replaced / refilled within 7 days.
- All Extinguishers shall be numbered and inventory maintained as per our format.
- Periodical hydrant system maintenance includes servicing and testing of equipment and pump, checking of nozzle, valve operation and lubrication, hose real condition, hose fitting suitability checking, Pipe line checking and Signage.
- Hydrant System Each Pump shall be tested for at least 60 seconds every inspection, Discharge of water shall be from Hydrant or through a test line. Unnecessary sound and vibration shall be noted and corrected. Pump autorotation shall be checked.
- Operation of fire hydrants, CO2 Extinguishers, Non Magnetic fire extinguisher, DCP Extinguishers, portable foam extinguisher during firefighting/ emergencies and mock drills
- Arranging fire hoses, portable DCP Extinguishers and making them ready during various hot jobs undertaken in the campus as desired by Engineer- in- charge / Shift in- charge.
- Routine cleaning, checking and maintenance of various fire hydrants, CO2 Extinguishers and DCP Extinguishers installed in the campus.
- To keep records of all firefighting equipment like their condition, inspection date, date of chemical replacement etc.
- To provide support in firefighting training programs.
- Periodically inspect and maintain Smoke Detectors, Heat detector, response indicators and Sprinklers

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- Maintain auto operation of hydrant and sprinkler system and check continuous operation of Jockey pump, Sprinkler and hydrant pump to maintain fire hydrant pressure and rectify leakage.
- Monitoring and ensuring process parameters of fire water pumps and maintaining oil levels in pump bearings. Monitoring running condition of the motors and ensuring proper greasing of its bearings
- Monitoring running condition of fire DG and ensuring oil level, fuel level, coolant level, battery condition etc.
- General cleaning and maintenance of the equipment in fire water pump house.
- Maintaining fire water level in fire water reservoir and fire water tanks by makeup of water as per instructions of Shift In- Charge.
- Monthly, quarterly and yearly checking & submission of report to the concerned Officer.
- Internal Hose Cabinet shutters (including glass) shall be cleaned periodically.
- Hydrant on each floor shall be tested with hose and branch. The Agency shall make all arrangements for disposal of water in the premises so that there is no damage.
- Any line rupture affecting hydrants shall be repaired within 12 hours. Others repairs shall be carried out within 24 hours.
- Replacing of gland packing/seals in various pumps and valves on as and when required to ensure that there is no leakage.
- Checking of electrical terminals, contact points of the starters/contractors, and relays, phase indicator installed in various control panels.
- The Agency shall not dismantle and remove any items without the knowledge of the concerned officer.
- Arranging all major components requiring repair/replacement/refill with prior consent and approval of the authorized officer. One mock test to be conducted monthly at all the said locations under intimation to the concerned controlling officer
- The Agency shall guarantee prompt repairs/replacement/refill of components to minimize interruption.
- The Agency shall provide all tools and tackles required for the safe and satisfactory maintenance of the related equipment.
- Maintain records, Logs, History cards, Data sheet, and Check sheet for all installation.
- PPE - Helmet, splash proof Goggles, Mask, Ear plug/ Ear muf, Hand glove, Gum boot, reflective jackets, Safety shoes,
- Tool kit- Pipe wrench, spanner set, screw driver heavy duty, Hammer, F-rod, Torch light.
- Providing trained manpower round the clock as follows as per the list mentioned below
- Those Spares and repairs not included in the approved rate contract list shall have to be executed with prior approval of Client and will be reimbursed as actual by producing the certified invoice.

### **3.8. ADMINISTRATION, STORE AND HELP DESK.**

- Controlling officers for Electrical, Mechanical and Civil work to be appointed to report day to day activities to client.

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- Coordinate day to day maintenance, Preventive maintenance and Break down maintenance.
- To exercise general control over all activities in Store, ensure accurate accounting of the materials received and issued
- To ensure safe keeping both as to quality and quantity of materials and maintain proper records.
- To initiate purchase requisitions for the replacement of stock of all regular stores items whenever the stock level of any item of store approaches the minimum limit fixed in respect thereof. To initiate action for stoppage of further purchasing when the stock level approaches the maximum limit.
- To issue materials only in required quantities against authorized requisition notes/material lists.
- To check the book balances, with the actual physical stock at frequent intervals by way of internal control over wrong issues, pilferage, etc.
- Provide first level contact and convey resolutions to customer issues and Properly escalate unresolved queries to the next level of support
- Track, route and redirect problems to correct resources and Update client data and produce activity reports.
- Follow up with client, provide feedback and see problems through to resolution and Utilize excellent customer service skills and exceed customers' expectations
- Ensure proper recording, documentation and closure.

### **3.9. AMC FOR NETWORKING, COMPUTERS AND PRINTERS.**

- The contractor shall provide maintenance service to keep the said Hardware/equipment covered under this contract, as specified in Annexure, in good condition and efficient working order. In addition to this the contractor shall provide the service consists of monthly preventive and corrective maintenance (periodically) for each machine/equipment and shall get verified from authorized official , shall also carry out necessary repairs and provide suitable replacement (equivalent or higher configuration) of defective part(s) / equipment as may be required, when the downtime of equipment exceeds 24 hrs.
- The staff deployed shall be qualified to maintain equipment (preferably having standard certification issued by Microsoft - MSCE, Cisco - CCNE or other standard certifications).
- The AMC is non comprehensive i.e. cost of parts replaced by contractor will be borne by JIPMER.
- It will be contractor's responsibility that after repair of defective P.C, the data shall be restored to its previous state and the same will be verified by officials.
- The scope of the work also includes installation of Operating System (viz. Windows, UNIX, Linux etc.) on the computers.
- The contractor shall also ensure proper maintenance and smooth functioning of network and its components including Manageable switch, Cable, Crimping, I/O box, Switches, Hubs etc.
- Cleaning of the I/O Boxes, Patch Cord to keep the whole system in proper condition
- The calls registered by users must be attended promptly and if they are not rectified within 24 Hour time.

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- Physical inspection of the switches / jack panels installed at Racks etc to be checked for any malfunction, heat generation etc.
- Log-book to be maintained separately and mentioned the work performed by the firm and any other work required by the equipment for proper functioning
- Cleaning of the interiors of the Computer hardware and LAN racks where switch installed by vacuum/air blower /wiping them clean.
- Preventive maintenance: In respect of computer systems installed with any equipment require critical care therefore preventive maintenance of these systems shall be done in a month and for other individual computers once in three month.
- The preventive maintenance would include servicing of the Computer hardware and LAN System irrespective of whether the system has suffered a breakdown or not and it would include checking of all the peripherals installed with PC for proper operation, servicing and cleaning of machines (with blower) and printers and cleaning of drives and checking of head alignment. A Preventive Maintenance Report signed by the user would be submitted to the officer in the prescribed format by the contractor failing which quarterly payment will not be released to the contractor.
- Those Spares and repairs not included in the approved rate contract list shall have to be executed with prior approval of Client and will be reimbursed as actual by producing the certified invoice.

#### **3.10. CIVIL, ELECTRICAL AND MECHANICAL ANNUAL REPAIRS, ADDITIONS AND ALTERATION.**

- The scope of this contract include Civil, Electrical, Mechanical annual repair as well as any addition and alteration work requested by JIPMER which shall be carried out on separate Job Order.

#### **3.11. GENERAL SCOPE**

- The Bidder shall be responsible for taking good care of all specialized equipment, tools and tackles used for its works. It shall bring to the notice of the HITES the works that are required to be undertaken in time. In case any damage is caused to the equipment due to the gross negligence of any of the employees of the Bidder, Bidder undertakes to indemnify for such damages. The amount of damages quantified at the discretion of the concerned Officer shall be final & binding on the Bidder.
- Day to day maintenance activities has to be carried out by a mechanism where all sorts of complaints from users of the facilities are received and attended and manned by various categories of unskilled / semi- skilled / skilled manpower or maintenance staff e.g. Supervisor, Carpenter, Mason, Plumber, Sewer man, Mason, Mate, Helpers etc. under the supervision of engineering personnel in appropriate number in order to carry out day to day maintenance activities efficiently and effectively
- Be responsible to make the management and operational decisions to meet the quality standards required under this contract.

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- Use innovation, technology and other means and methods to develop and perform the most efficient services for the building.
- Implement an effective Quality Control Plan.
- Implement an effective service call system that results in prompt, professional, and courteous resolution of the concern.
- Client informed of current status of the work being performed, provide work schedules, provide a major equipment and critical system break down or impairment form, and provide other pertinent information needed for the smooth operation and maintenance service.
- Reduce the environmental impacts of work performed under this contract by using, to the maximum extent, environmentally sound practices, processes, and products.
- Provide training to their employees that will stress stewardship in maintenance practices i.e., the proper use, disposal, recycling of chemicals, dispensing equipment and packaging.
- Provide documentation that their employees are completing training in the core competences and participating in continual educational training
- Ensure that employees are properly licensed and/or certified to operate necessary building systems or equipment.
- The Contractor shall comply with all applicable State and local laws, regulations, codes and orders including any supplements, implementing instructions or revisions.
- The Contractor shall obtain all applicable licenses training, and permits. If a change in law or regulation requires the Contractor to implement an action that will result in an increase or decrease in Contract price, the Contractor shall implement the required action and within 30 calendar days submit to the client or their designee a price proposal for such change.
- Bidder has to conduct Safety auditing twice in year
- Bidder has to prepare, implement and prominently display SOP, Equipment and Material data sheet, CAMC/NAMC schedule, Periodical maintenance and Preventive maintenance Schedule and Safety code all installation.
- All staff to be provided with proper PPE and Safety engineer has to verify that all safety precaution are taken while executing a task.
- Successful bidder shall maintain a “computerized maintenance management system” (CMMS) is a database and application software package that automates the O&M and repairs record keeping requirements. A CMMS is designed to enhance efficiency and effectiveness of maintenance activities. Typical features include planning, scheduling and monitoring of work orders and maintenance needs.
- “Consumable parts” or components are parts or components that customarily require regular replacement in a maintenance program and shall be disposed of properly by the consent of client and keep all record of scrap item. Examples include, but are not limited to: oil, grease, belts, filters, ballasts, lamps, etc.
- A PM inventory to be maintained, is an inventory of all the equipment within a facility that requires preventive maintenance Non-preventive maintenance equipment is not included in this inventory. Ensure contract denotes per applicable equipment inventory section for the level of preventive maintenance inventory; whether it includes mechanical, electrical, fire safety, etc

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- A Component Level inventory to be maintained, includes PM and Non-PM equipment down to the component, or product, level. A component-level inventory normally consists of equipment that conveys with the facility during transfer of ownership or is tracked, serviced, repaired, or maintained by the organization. Component level inventories are as in-depth as possible for an existing building without actually performing destructive testing to determine what is behind the walls or underground. This type of inventory does not normally include disposable inventories such as supplies. For example: A component-level inventory would contain lighting fixtures but not contain light bulbs, electrical outlets, or mounting hardware.
- A Complete inventory to be maintained, includes all equipment within the building envelope and site boundaries. Complete inventories capture the equipment that a component-level inventory is not able to capture. Complete inventories are normally obtainable only after new construction.
- The “existing deficiency list report” to be prepared and submitted to client, list of deficiencies that may exist in the equipment and systems covered by this performance-based statement of work , as well as the Contractor's itemized price (including, but not limited to, labor, materials, overhead, and profit) for correcting each deficiency.
- Successful bidder shall practice or use the processes that is environmentally responsible and resource-efficient throughout a building's life-cycle. The goal is to minimize and offset consumption of energy, water, and other resources and to eliminate all waste and pollution in building operations and activities. The result is to reduce the environmental impact of the client, which will expand and complement the building design economy, utility, durability, and comfort. The common objective is to reduce the overall impact of the building environment on human health and the natural environment by improving energy efficiency and reductions in greenhouse gas emissions, Reducing water consumption intensity, Acquiring green products and services, Implementing pollution prevention measure, including reduction or elimination of the use of toxic and hazardous chemicals and materials and Implementing cost-effective waste prevention and recycling programs.
- Miscellaneous work is treated as a Service Call and is included in the Basic Operations and Maintenance price quoted per month on the bid sheet. During normal duty hours minor tasks related to routine, day-to-day operational requirements requested by the which will consist of, but not be limited to: making door keys; changing locks; hanging pictures, trimming door bases; and other similar functions as directed. Miscellaneous work shall be accomplished in the same time frame as routine service calls unless otherwise directed by the client.
- A progress report prepared monthly that itemizes all current incomplete work (e.g., incomplete preventive maintenance, incomplete repairs), summarizes work completed during the month, and itemizes issues under investigation.
- Appointment of Facility Manager, Accountant and Human Resource officer will be under the service provider scope.

## **4. Manpower Requirement, Category, Qualification and Experience.**

### **4.1. Operation and Maintenance of Electrical System**

Areas of Operation		HT yard, Substations, DG,UPS, LV system, EPABX, PA system and Lift	Manpower				
Category		Qualification & Experience	Phase-I	Phase - II	Hospital Block	Phase-III	Total
Supervisor	Highly Skilled	Diploma/ITI holder in Electrical and Electronics with minimum 5 years' experience and having 'C' License at least one supervisor having 'A' License	1	1		1	3
Electrician	Skilled	Diploma/ITI holder in Electrical with minimum 3 year experience and having 'B' License	11	12	4	15	42
LV Technician	Skilled	Diploma/ITI holder in Electronics and Communication with minimum 3 years' experience	1	1		1	3
Helper	Semi-skilled	ITI holder in Electrical with 1 year experience	2	2	1	2	7
<b>Total</b>			<b>15</b>	<b>16</b>	<b>5</b>	<b>19</b>	<b>55</b>

### **4.2. Operation and Maintenance of Heating Ventilation and Air Conditioning System (HVAC)**

Areas of Operation		HVAC ( Chiller, AHU, CSU, FCU and split A/C)	Manpower				
Category		Qualification & Experience	Phase-I	Phase - II	Hospital Block	Phase-III	Total
Supervisor	Highly Skilled	Diploma/ITI holder in Mechanical/ Air-conditioning with minimum 5 years' experience in HVAC and BMS	1	1		1	3
Technician	Skilled	Diploma/ITI holder in Air-conditioning with minimum 2 years' experience	9	7	2	8	26
Helper	Semi-skilled	ITI holder in Air-conditioning with minimum 1 year experience	2	1		1	4
<b>Total</b>			<b>12</b>	<b>9</b>	<b>2</b>	<b>10</b>	<b>33</b>



#### 4.3. Operation and Maintenance of Medical Gas Pipeline System

Areas of Operation		Medical Gas Pipe line System (MGPS)	Manpower				
Category		Qualification & Experience	Phase-I	Phase - II	Hospital Block	Phase-III	Total
Supervisor	Highly Skilled	Diploma/ITI holder in Mechanical/ Fitter/ Instrumentation with minimum 5 years' experience MGPS operation	1	1	1	1	4
Technician	Skilled	Diploma/ITI holder in Mechanical/ Fitter / Instrumentation with minimum 2 years' experience MGPS operation	4	4	5	7	20
<b>Total</b>			<b>5</b>	<b>5</b>	<b>6</b>	<b>8</b>	<b>24</b>

#### 4.4. Operation and Maintenance of Theater Sterile Supply Unit (TSSU)

Areas of Operation		Theater Sterile Supply Unit (TSSU)	Manpower				
Category		Qualification & Experience	Phase-I	Phase - II	Hospital Block	Phase-III	Total
Supervisor	Highly Skilled	Diploma/ITI holder in Mechanical with minimum 5 years' experience TSSU/Sterile equipment operation	1			1	2
Technician	Skilled	Diploma/ITI holder in Mechanical with minimum 1 years' experience TSSU/Sterile equipment operation	5			8	13
<b>Total</b>			<b>6</b>	<b>0</b>	<b>0</b>	<b>9</b>	<b>15</b>

#### 4.5. Operation and Maintenance of Sewage Treatment Plant (STP)

Areas of Operation		Sewage Treatment system (STP)	Manpower				
Category		Qualification & Experience	Phase-I	Phase - II	Hospital Block	Phase-III	Total
Supervisor	Highly Skilled	Diploma/ITI holder in Mechanical/ Plumber/ Fitter with minimum 5 years' experience STP operation	1				1
Technician	Skilled	Diploma/ITI holder in Mechanical/ Plumber/Fitter with minimum 2 years' experience STP operation	4	3		4	11
<b>Total</b>			<b>5</b>	<b>3</b>	<b>0</b>	<b>4</b>	<b>12</b>

**4.6. Operation and Maintenance of Civil Work, Interior Painting of building, Plumbing and Sanitary works, Operation of Bore well, Under Ground Sump, and RO Plant**

Areas of Operation		Civil work , Plumbing & Sanitary, OH and UG Sump operation, Bore well, RO system and Water distribution System operation	Manpower				
Category		Qualification & Experience	Phase-I	Phase - II	Hospital Block	Phase-III	Total
Supervisor	Highly Skilled	Diploma/ITI holder in Civil/Plumbing with minimum 5 years' experience in maintenance	1	1		1	3
Plumber/Fitter/Pump operator	Skilled	Diploma/ITI holder in Plumbing with minimum 2 years' experience in Plumbing	6	6	2	6	20
Mason	Skilled	Matriculation with minimum 2 years' experience in civil construction/ maintenance	1				1
Carpenter	Skilled	Matriculation / ITI holder with minimum 2 years' experience in Carpentry	1	1	1		3
Welder	Skilled	Matriculation / ITI holder with minimum 2 years' experience in Welding	1				1
Sewer man	Semi-skilled	Matriculation with minimum 1 years' experience in relevant field	1	1	1	1	4
Helper	Semi-skilled	Matriculation with minimum 1 years' experience	4	4	1	3	12
<b>Total</b>			<b>15</b>	<b>13</b>	<b>5</b>	<b>11</b>	<b>44</b>

**4.7. Operation and Maintenance of Fire safety Equipment**

Areas of Operation		Fire and Safety System ( Detection system, Sprinklers, Hydrant, Extinguishers and Fire pump operation)	Manpower				
Category		Qualification & Experience	Phase-I	Phase - II	Hospital Block	Phase-III	Total
Safety Engineer	Highly Skilled	B E/ B-tech/ Diploma in Safety Engineering with minimum 3 years' experience and certification in IOSH/NEBOSH/OSHA	1				1
Supervisor	Highly Skilled	Degree/Diploma in fire & safety and 3 years' experience in fire and safety equipment maintenance	1			1	2
Technician	Skilled	Diploma/ITI in fire & safety and 1 year experience in fire and safety equipment maintenance	4	3	4	14	25

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<b>Total</b>		<b>6</b>	<b>3</b>	<b>4</b>	<b>15</b>	<b>28</b>
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**4.8. Administration, Store and Help Desk**

Areas of Operation		Administration (DM), Store and Help desk	Manpower				
Category		Qualification & Experience	Phase-I	Phase - II	Hospital Block	Phase-III	Total
Deputy Manager (Electrical)	Highly Skilled	B E/ B-tech/ Diploma holder in electrical and Electronics with minimum 5 years' experience	1				1
Deputy Manager (Mechanical)	Highly Skilled	B E/ B-tech/ Diploma holder in Mechanical with minimum 5 years' experience	1				1
Civil Engineer	Highly Skilled	B E/ B-tech holder in Civil with minimum 3 years' experience	1				1
Store	Skilled	Any degree and 1 years' experience in Store keeping	1				1
Help Desk	Skilled	Any degree with one year experience in computer skill, Proficiency in English and Working knowledge of help desk software, databases and remote control.	3				3
<b>Total</b>			<b>7</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7</b>

Summary Of Manpower					
Description	Phase- I	Phase - II	Hospital Block	Phase- III	Total
<b>Total Highly Skilled Staff</b>	<b>11</b>	<b>4</b>	<b>1</b>	<b>6</b>	<b>22</b>
<b>Total Skilled Staff</b>	<b>51</b>	<b>37</b>	<b>18</b>	<b>63</b>	<b>169</b>
<b>Total Semi Skilled Staff</b>	<b>9</b>	<b>8</b>	<b>3</b>	<b>7</b>	<b>27</b>
<b>Total Manpower</b>					<b>218</b>

**Note: Total manpower calculated inclusive of reliever**

## 5. Equipment Details

1	DG (NAMC)	Make	OEM / Vendor	Location	Total QTY
	750 KVA	Cummins	Powerica	Phase I&II Substations - 3 each	6
	250 KVA	Cummins	Powerica	Phase I&II Substations - 2 each	4
	40 KVA	Koel	Bharath diesel	New Guest house	1
	93.5 HP	Greaves Cotton	Network Diesel	Phase I	1
	127 HP	Kirloskar	Bharath diesel	Phase II	1
	79 HP - Auditorium	Kirloskar	Bharath diesel	Auditorium	1
	84 HP - Admin block	Ashok Leyland	Network Diesel	AdminBlock	1
	85 HP - EMSD	Ashok Leyland	Network Diesel	EMSD	1
2	UPS (NAMC)	Make	OEM / Vendor	Location	Total QTY
	80 KVA	Eaton	Eaton	SSB - 2 nos and RCC - 1 nos	3
	15 KVA	Eaton	Eaton	Nursing college - 1 & EMSD -1	2
	120 KVA	Emerson	Vertiv	RCC equipment room	1
	80 KVA	Emerson	Vertiv	WCH	2
	60 KVA	Emerson	Vertiv	JAC, RCC simulator room	2
	30 KVA	Emerson	Vertiv	WCH Inverter	1
	20 KVA	Emerson	Vertiv	JAC-2, RCC HDR-1, Common Facility -1	4
	10 KVA	Emerson	Vertiv	WCH Pharmacology	1
	20 KVA	Power sign	Power sign	Admin 1,2,3 floor	3
	10 KVA	Power sign	Power sign	Admin Ground floor	1
	6 KVA	Power sign	Power sign	Hospital block Ward 16	1
	15 KVA	Numeric		Ward41 - nos	1
	10 KVA	Numeric		Ward 32 A -1, Students lab 2 - 1 nos	2
	5 KVA	Numeric		Admin Block P&SM seminar room I nos, Pathology Practical hall 1 &2 - 2 nos, central library - 3 nos, Ward 36 -1 nos	7
3	EPABX - NAMC	Make	OEM / Vendor	Location	Total QTY
	Phase I	Alcatel- Lucent	BPL		1
	Phase II	Alcatel OXE OMNI PCX	BPL		1

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4	<b>Lifts - CAMC</b>	<b>Make</b>	<b>OEM / Vendor</b>	<b>Location</b>	<b>Total QTY</b>
	<b>Phase I Building</b>	Johnson Lift	Johnson Lift	LB6261, LB6262	2
	Lift 26 pax 1768 Kg			LB6263, LB6264	2
	Service Lift 2000Kg			LB6265, LB6266	2
	<b>Phase II building</b>	Johnson Lift	Johnson Lift	L-D 6255, L-D 6256	2
				L-D 6257	1
	Lift 26 pax 1768 Kg			L-D 6258, L-D 6259	2
	Lift 16 pax 1088 Kg			L-D 6260, L-D 6261	2
	Service Lift 2000Kg			L-D 6262, L-D 6263, L-D 6264	3
	Lift 13-21 pax 884 Kg			L-D 6265, L-D 6266	2
	Dumbwaiter 300 Kg			L-D 6267	1
				L-D 6268	1
				L-D 6269	1
				L-D 6270	1
				L-D 6271, L-D 6272	2
				L-E 6697	1
5	<b>Chiller - NAMC</b>	<b>Make</b>	<b>OEM / Vendor</b>	<b>Location</b>	<b>Total QTY</b>
	Phase I- 330 TR	York	Johnson control	Phase Chiller plant - 33 4 nos	4
	Phase II - 250 TR & 100 TR			Phase II Chiller plant -250 TR 2 nos, 100 TR - nos	3
6	<b>Split A/C - CAMC</b>	<b>Make</b>	<b>OEM / Vendor</b>	<b>Location</b>	<b>Total QTY</b>
	0.75 TR	Voltas, Bluestar, LG, Dakin, Carrier			14
	1 TR				32
	1.5 TR				173
	2 TR				363
	2.5 TR				3
	3 TR Split				11
	3 TR Cassette Type				3
	4 TR Multi split				4
	4.5 TR Verticool A/C				1
7	<b>Air compressors - NAMC</b>	<b>Make</b>	<b>OEM / Vendor</b>	<b>Location</b>	<b>Total QTY</b>
	Phase I	Anest Iwata	Anestiwata motherson	SSB-4 RCC -3	7
	Phase II	Anest Iwata	Anestiwata motherson	WCH-2	2

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8	<b>Vacuum pump - NAMC</b>	<b>Make</b>	<b>OEM / Vendor</b>	<b>Location</b>	<b>Total QTY</b>
	Phase I	Ingersoll Rand	Equipment and spares	15V-2NOS, 7V-2NOS V255-2NOS, V244-1- Total 7 nos	7
	Phase II	Ingersoll Rand	Equipment and spares	15V-2 nos	2
9	<b>Air Dryer - NAMC</b>	<b>Make</b>	<b>OEM / Vendor</b>	<b>Location</b>	<b>Total QTY</b>
	Phase I	Trident	Sriram service	SSB -4, RCC -3	7
	Phase II	Trident	Sriram service	WCH- 2	2
10	<b>Water purifiers</b>	<b>Make</b>	<b>OEM / Vendor</b>	<b>Location</b>	<b>Total QTY</b>
	15 Ltr capacity			Hospital Block, SSB, WCH, EMSD, RCC, JAC and Hostel complex	180
	25 Ltr capacity				50
11	<b>Fire panel - NAMC</b>	<b>Make</b>	<b>OEM / Vendor</b>	<b>Location</b>	<b>Total QTY</b>
	Fire panel - Conventional	Ravel			8
	Fire panel - Addressable	Notifier 3, Bosch-1, Siemens -1		SSB-1, EMSD-1,RCC-1 & WCH 1, Institute block -1	5
12	<b>TSSU - NAMC</b>	<b>Make</b>	<b>OEM / Vendor</b>	<b>Location</b>	<b>Total QTY</b>
	ETO Sterilizer	Lazer	Lazer		1
13	<b>Networking , Computer and printers - NAMC</b>	<b>Make</b>	<b>OEM / Vendor</b>	<b>Location</b>	<b>Total QTY</b>
	<b>Phase I</b>	Computer		<b>EMSD, SSB,RCC and Nursing college</b>	290
		Printer			122
		Network Switch			25
	<b>Phase II</b>	Computer		<b>WCH and JAC</b>	250
		Printer			100
		Network Switch			34

## **6. LIST OF ROUTINE TOOLS & TACKLES**

### **A. Civil**

1. **Labour / Helper** – Pickaxe, Spade, Crow bar, Rammer, Basket.
2. **Mason** - Trowel, Try Square, Straight edge, Plumb bob, String (Nylon rope), Brick Hammer, Floats, Tamping rod, Hand Grinding Machine.
3. **Carpenter** - Drilling Machine (Ordinary as well as hammer drilling), Planer, Saw, Screw Driver, Hammer, Chisels, Auger, Try Square, Scribing Knife, Marking Gauge and Marking Point, Glass cutting knife.
4. **Plumber & Fitter and Welder** - Pipe wrench, Pipe cutter, Pipe vice, Pipe die stock, Files, Plier, Caulking tools, Hacksaw, Screw driver, Spanners, Chisels, Hammers, Welding machine, Eye shield, Pressure Pump (to open blockage in water pipes).
5. **Painter** - Brushes, Roller
6. **Sewer man** - Pusher rod, Brushes for cleaning, iron rod, Gumboots, Hand gloves

### **B. Electrical**

Tester, Pliers and Nose Pliers, Screwdrivers and nut drivers set, Wire strippers, Measuring devices, Power drills and drivers, hammer/drills, Power saws, Clamp meter, LT Megger, Crimping tool, Level indicator, Soldering iron, Tool box, Hacksaw frame with blade, Spanner set, Allen key set, Torch light, Ladder ( reach up to 6 feet height)

### **C. Mechanical**

Anemo Meter (CFM), Psychrometer (Humidity), Tachometer (RPM), Tester, Pliers and Nose Pliers, Screwdrivers and nut drivers set, Pipe wrench, Clamp meter, drills and drivers, hammer/drills, Power saws, Clamp meter, Tool box, Hacksaw frame with blade, Spanner set, Allen key set, Torch light, Thermometer, Ladder ( reach up to 6 feet height)

### **D. General Tools**

Ladder ( reach up to 18 feet height), Spider man kit , Gauge measure, Distance meter, Measuring Tapes (3 M, 15 M, 30 M), Measuring Box (40cm x 35cm x 25cm), Steel rule, Wooden Planks, Scaffolding Steel pipes, Shuttering plates, Water level & Water level pipe, Spirit level, Grinding stone, Rickshaw / Trolley for moving materials at site. Shuttering and scaffolding materials, Cutter Machine (for cutting metal, wood, concrete & other flooring up to 2" thickness)

## **PART II - SECTION -I**

### **1. GENERAL RULES & DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS**

#### **1.1. AREA OF OPERATION:**

Operation and Maintenance of Phase I, II and III Buildings at Jawaharlal Institute of Postgraduate Medical Education and Research (JIPMER), Puducherry. The area of operation / work site is located at JIPMER, Dhanvantri Nagar, Gorimedu, Puducherry. The bidders are advised to visit the site to acquaint themselves with the working conditions before submitting the tender document. Operation and maintenance service include

- a) Electrical System (HT, LT, UPS and DG)
- b) Medical Gas Pipeline System
- c) Theater Sterile Supply Unit (TSSU)
- d) Sewage Treatment Plant (STP)
- e) Heating Ventilation and Air Conditioning System (HVAC)
- f) Civil Work, Interior Painting, Plumbing and Sanitary works, Operation of Bore well, Under Ground Sump, and RO Plant
- g) And Fire safety Equipment maintenance.

#### **1.2. ELIGIBILITY CRITERIA:**

- a) Bidders shall be HITES empaneled vendors of category A and B.
- b) The bidder shall not be barred the Government of India or any State Government or any of its Departments, authorities or bodies corporate under the Government of India or any State government for participating in any project and the same subsists on the day of submission of the bid.
- c) A bidder shall have to furnish the following documents
  - Empanelment letter issued by HITES for the relevant class and category
  - Notarized Power of Attorney/ Board Resolution in favour of signatory of bid and accompanying documents.
  - Copy of documents in respect of Bank Account where payment will be transmitted upon being awarded contract
  - Copy of license under The Contract Labour (Regulation & Abolition) Act, 1970.
  - Copy of Certificate of Registration under the Employees State Insurance Act, 1948
  - Copy of EPFO Registration Certificate
  - Copy of PAN Card
  - Copy of GST certificate/ letter recording GST identification number

#### **1.3. CLARIFICATION OF BIDDING DOCUMENTS AND PRE BID MEETING:**

- a) The bidder's designated representative is invited to attend a pre-bid meeting at the office of **HITES Project Office, Women and Children Hospital, JIPMER, Puducherry**, on **12<sup>th</sup> July, 2018 at 12:00 Hrs.** The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- b) The bidder is requested, as far as possible, to submit any questions in writing, to reach HITES office not later than the pre-bid time and date.



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- c) Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be uploaded in the HITES portal within 2 days from the date of pre-bid meeting. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by HITES exclusively through the issue of an addendum.
- d) Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

#### **1.4. AMENDMENT OF BIDDING DOCUMENT/ EXTENSION OF DEADLINE:**

- a) Any addendum/ corrigendum issued shall be part of the Bidding Documents and shall be uploaded in [www.hllhites.com](http://www.hllhites.com) or [www.lifecarehll.com](http://www.lifecarehll.com) or CPP Portal.
- b) To give prospective bidders reasonable time to take an addendum/ corrigendum into account in preparing their bids or for other causes and consideration, HITES may, at its discretion, extend the deadline for the submission of bids.

#### **1.5. LANGUAGE OF BID.**

The bid, as well as all correspondence and documents relating to the bid exchanged by the bidder and HITES, shall be written in English only. Supporting documents and printed literature that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, such translation shall be relied on.

#### **1.6. CURRENCIES OF BID AND PAYMENT**

The rate shall be quoted by the bidder entirely in Indian National Rupees (INR) only. The HITES shall be entitled to reject any bid, if the same has been submitted in any other currency.

#### **1.7. COST OF THE BIDDING:**

The bidder shall bear all costs associated with the preparation and submission of its bid, and the HITES shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **1.8. VALIDITY OF BID.**

- a) Bids shall remain valid for a period of 90 days after the bid submission deadline date prescribed by HITES. A bid valid for a shorter period shall be rejected by the HITES as non-responsive.
- b) In exceptional circumstances, prior to the expiration of the bid validity period, HITES may request bidders to extend the period of validity of their bids. The request and the response shall be in writing. A bidder accepting the request shall not be required or permitted to modify its bid.

#### **1.9. PERIOD OF CONTRACT**

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One Year from the date of issue of letter of acceptance and it may extend one more year with mutual consent of client.

#### **1.10. DATE OF COMMENCEMENT OF WORK:**

The contractor shall commence the above work within 21 (Twenty) days from the date of issue of work order.

#### **1.11. TENDER SUBMISSION:**

- a) The bidder shall submit the Tender in envelope duly sealed and super scribed with the Tender Notice Number.
- b) Tenders can be submitted either by post, courier service or deposited in the Tender box in this office.
- c) Tenders not received in prescribed form will be liable to be summarily rejected.
- d) Conditional Bids not adhering to the Tendered terms and conditions are liable to be rejected.
- e) Tenders will be received up to **15.00 Hrs. on 25.07.2018** and will be opened on the same day at **16.00 Hrs.** in the presence of bidders or their authorized representatives.
- f) The bidders shall place their bids in two separate sealed covers i.e. Technical Bid and Financial Bid. Bid are to be placed in separate sealed Envelopes i.e. Envelope-I containing EMD and signed Technical bid document and Envelope -II consisting of Financial Bid. Each envelope will be marked in bold letters indicating its contents. Both the bids shall be placed in a single sealed envelope duly super scribed "Offer for Providing Operation and Maintenance service at Phase I, II, and III Building" at JIPMER Puducherry.
- g) HITES reserves the right to accept or reject any or all tenders or distributes the work amongst different bidders without assigning any reason thereof.
- h) The tender document shall have to be signed by the bidder in each page and the terms & conditions must not be altered; failing which, the tender will be rejected.

#### **1.12. SIGNING OF BID**

- a) The authorized signatory of the Tenderer shall sign each page of the tender
- b) In case of partnership companies/incorporated companies, the intending bidder shall submit a written Power of Attorney in the prescribed format on non-judicial stamp papers duly notarized, authorizing the signatory/signatories of the tender to commit the tender. In case of sole proprietary firm(s) the bidder shall submit affidavit of sole proprietorship on non-judicial stamp paper duly notarized
- c) Cancellation or change of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the Tender/Bid shall be communicated forthwith in writing by the Tenderer to HITES.

#### **1.13. TENDER OPENING DATE & TIME:** On 25.07.2018, Time: 16.00 Hrs at HITES Office, Trivandrum

**1.14. TECHNICAL BID EVALUATION**

- a) The Technical Bids will be evaluated based on the eligibility criteria and performance in previous / ongoing projects with HLL/HITES will be criterion for bid evaluation and responsiveness to the tender requirements. The Price Bids of firm(s) whose bids are declared responsive shall only be opened. HITES reserves the right to reject any or all of the offers without assigning any reason.
- b) The Technical Bid will be opened by the authority receiving tenders or by its authorized representative at time, date and the place specified in the NIT.
- c) Authorized representatives of the bidders may attend the opening of Technical & Financial Bids.

**1.15. PRICE BID:**

**a) Content of price bid include**

- 1) **Bid for Manpower:** The Minimum Wage Act of 1948, passed by the Indian parliament, fixes the minimum wage for certain 'scheduled employment' categories – which is applicable to the whole of India. The minimum wages given under this Act apply to both skilled as well as unskilled laborers. Bidders has to work out the manpower bid according to latest Government of India Ministry of Labour and Employment **minimum wages notification dated 03/04/2018 and classification of area "B"**. Minimum wages of manpower shall be varied according to notification issued by ministry time to time.
  - 2) **Bid for CAMC and NAMC of building utilities:** There are two type of AMC to be provided through OEM vendors or Authorized service providers. Comprehensive Annual Maintenance Contract (CAMC) include Lifts, Split Air conditioner and Drinking water purifiers and Non-Comprehensive Annual Maintenance contract (NAMC) for other building utilities.
  - 3) **Bid for Spares and consumable:** Spares and consumables will be billed monthly based on supply and procurement should be in prior approval of client. The budget amount for the non-listed item shall be quoted with bidder margin of percentage.
  - 4) **Bid for Civil repairs and internal painting of buildings:** Bidders shall quote as per the specification and quantity mentioned and will be billed monthly based on execution.
- b) The bidders are required to quote their unit rate in figures as per the "B.O.Q." format enclosed in Annexure-I of the Tender Schedule. In case of change in the taxes by the Government during the contract period, the same shall be considered to be paid extra.
  - c) The L-1 bidder will be evaluated on the basis of lowest quoted rate in the price bid. The rate quoted in the price bid shall be the same as per the total value quoted in the B.O.Q.

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However, in case of discrepancy between these two amounts, the derived amount of B.O.Q. shall be considered for evaluation.

- d) Non-mentioning of any price component by the bidder in any item of the BOQ will be taken as 'Nil' and the evaluation will be done accordingly. The concerned price element will be assumed to be included in the total price quoted by the bidder.
- e) Tenders containing overwriting, corrections without authentication with full signature on the pages of "B.O.Q." will be liable for rejection. In case there is any discrepancy between figures and words, then the amount quoted in words will be considered for evaluation.
- f) In case the quoted rate is abnormally lower than the estimate, the company reserves the right to call justification from the L-1 bidder. Further the bidder may have to submit a performance guarantee in form of Bank Guarantee towards the differential amount.
- g) The acceptance of a Tender will rest with the competent authority, which does not bind him to accept the Lowest Tender and reserves to himself the authority to reject any or all of the Tenders received without assigning any reasons. All Tenders in which any of the prescribed conditions are not fulfilled, or are incomplete in any respect are liable to be rejected.

#### **1.16. AWARD CRITERIA**

- a) The acceptance of a Tender will rest with the competent authority, which does not bind him to accept the Lowest Tender and reserves to himself the authority to reject any or all of the Tenders received without assigning any reasons. All Tenders in which any of the prescribed conditions are not fulfilled, or are incomplete in any respect are liable to be rejected.
- b) In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head shall not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers. In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited. If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Chief Engineer and tender committee.
- c) HITES reserve the right of negotiation with the L1 bidder to rationalize the bid.

#### **1.17. REQUIREMENT TO BE FULFILLED BY SERVICE PROVIDER**

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- a) The personnel engaged for the Operation and Maintenance Services shall be the employees of the Service Provider and will take their remuneration/ wages from the Service Provider
- b) The service provider shall abide to and comply with the Labour Laws central/state, Workmen Compensation Act, EPF Laws, ESIC Laws, Income Tax Laws ,Minimum Wages Laws, Bonus laws, Contract Labour (Regulations Abolition Act), 1970 and the Rules made there under for the time being in force, or any other law in force. Necessary labour license for both the labour inside & outside the state should be obtained.
- c) The service provider shall maintain complete official records of disbursement of wages/salary, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in premises of the client.
- d) The service provider shall maintain a personal file in respect of all the staff, deployed in Client's Site. The personal files shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary /Permanent and all grievances recorded by the staff vis-a-vis action taken etc.).
- e) The service provider if called by HITES Authority shall submit the details of amount deposited on account of EPF, ESI and Bonus etc. in respect of the deployed personnel to the concerned authorities from time to time. The service provider if called for shall produce to HITES authority the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.
- f) It shall also be the responsibility of the service provider to ensure that they shall not employ any person below the age of 18 years old.
- g) In case of service provider not having the required clearances or licences at any point during the agreement, the agreement shall be terminated with immediate effect under risk and cost of the service provider and without any financial repercussions to HITES and any pending work will be arranged from alternate sources at the risk and cost of service provider
- h) The Operation and Maintenance Services provider is required to ensure that sufficient number of persons are employed with staggering duty timings etc. so that facilities will remain available during normal working hours as well as beyond depending on the need.
- i) Un-interrupted 24x7 service required and number of persons considering 8 hour shift shall be provide
- j) There shall be a nodal person in the service provider organization whose contact details shall be shared and should be available for contact at all times and shall be required to handle
- k) Escalations in case of failure of Facility Managers persons available in the premises. He shall also act as authority to discuss various service issues with user department and try to arrive at settlement in case of issues related to violation of service level agreement provisions. Alternate official may also be nominated by service provider so that in case of any difficulty in contacting one person, the other person can be contacted.
- l) The contractor shall make his own arrangement for commuting the personnel required to manage the work to the premises where services are to be rendered and no claim for offering residential accommodation shall be accepted.
- m) In case of delay in reporting for the work resulting in user department not able to get services required as per schedule penalties for violation of service level agreements shall be applicable as indicated elsewhere.
- n) Service Provider should compile all details regarding equipment and services to be maintained, Warranty/AMC details, requirement of spares, Material and Equipment data sheet and accessories etc. so that optimum output can be obtained.

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- o) In case of housekeeping functions the person engaged shall ascertain areas to be cleaned, time schedule of cleaning, frequency of cleaning, the equipment as well as materials to be used for cleaning etc. so that the requirements can be followed and work done accordingly.
- p) The help desk shall be acting as link between service calls and the persons responsible for work in different areas. In case of any delay in adhering to the time schedules or priorities or break downs in services the penalties indicated elsewhere shall be applicable
- q) The service provider shall provide uniforms to the different categories of personnel sponsored by him and would also ensure that all the employees wear appropriate uniforms and safety gear and adhere to the safety standards wherever applicable. All staff would be in a neat, clean and well-groomed appearance and should carry proper ID cards as provided by the service provider including proper name badges. In case of violations suitable penalties shall be applicable.
- r) The service provider shall comply with all rules and regulations regarding safety and security of its employees and HITES will in no way be responsible in any manner in case of any mishap to its personnel.
- s) The contractor shall cover its personnel for personal accident and death whilst performing the duty and HITES shall own no liabilities and obligations in this regard.
- t) In case of late reporting, any incidence of disobeying instructions or misbehaving, suitable penalties for violation of agreement clause shall be applicable as indicated elsewhere.
- u) The Service Provider should ensure that their personnel do not consume alcohol/do not smoke/do not take drugs in premises of user department. Further all are required to have working mobile and numbers to be shared with HITES authority.
- v) The housekeeping standards employed by service provider personnel must be good in all respect. They must leave work areas in a clean, tidy and safe condition at the end of each working period.
- w) The Service Provider shall be responsible for the discipline and conduct of the personnel sponsored by them and in case the personnel lack in discipline and are not able to carry out the work designated, they shall provide replacement services of suitable personnel and suitable penalty shall be applicable.
- x) All legal & statutory compliances would be the responsibility of the service provider. Further Continuous training of the employees would also be the responsibility of the service provider so that their employees are able to perform the work with the best professional competence.
- y) It shall be the responsibility of service provider to obtain the feedback regarding the service rendered and help desk shall be constantly monitoring the complaints /requisitions received and liquidation of same regarding different services
- z) While availing the services provided, HITES will not undertake any monetary liability other than the amount payable to the Service Provider as per the contract for the services of personnel provided by them. Other liabilities, if any, shall solely rest with the service provider. If HITES has to bear such liabilities on unforeseen circumstances/occasions, the same shall be recovered from the service provider adjusting amounts payable to them.

**1.18. SPECIAL CONDITIONS**

- a) Scope of work shall increase or decrease as per the requirement of the client, hence the Service Provider shall have the capability to accept it as per the same terms and conditions of the contract.
- b) The Service Provider shall have the financial and technical capability to undertake related Civil/MEP work.
- c) The Service Provider shall deploy a dedicated site Manager at site as a single point of contact to HITES/JIPMER authority, at service provider's cost.
- d) The Service Provider shall create office facility and should have facility for video conferencing at site, desktop computer and printer cum scanner.
- e) The Service Provider shall provide Facility Management software with necessary equipment to operate, centrally monitor and generate report of operation maintenance. The Facility Management software solution should:-
  - i. Track, maintain and manage Assets ,
  - ii. Generate and manage preventive & breakdown maintenance work orders,
  - iii. Vendor, Contractor and SLA management,
  - iv. Extensive inventory / stores module to manage spare parts,
  - v. Record and manage calls received via online, Phone, email and BMS,
  - vi. Assign, distribute and monitor problems reported, Recording of all events, follow-ups
  - vii. Raise, track, close the work orders and generate report.
  - viii. The help desk shall be acting as link between service calls and the persons responsible for work in different areas.

**1.19. PAYMENT METHOD**

The contractor shall submit the bill on monthly basis with certificate of completion furnished by HITES site in- charge. The monthly expenditure incurred shall be paid to the Contractor at actual within 60 days of submission of correct final claim; the period being reckoned from the date of receipt of the bill. The Client shall reimburse following actual expenses

- a) The Client shall reimburse actual expenses of Break down maintenance cost at actual
- b) Taxes, duties, statutory contributions etc. imposed or revised after the signing of agreement
- c) Variation in labour rates due to revision in minimum wage act during the period of contract
- d) Spares and consumables not listed in the approved rate contract will be reimbursed as actual by producing the certified invoice and this additional Spares and repairs shall have to be executed with prior approval of Client.
- e) Any other services entrusted to the Contractor other than items listed in the scope of work shall have to be executed with prior approval of Client.

**1.20. EARNEST MONEY DEPOSIT (EMD) and PERFORMANCE GUARANTEE**

- a) Each tender must be accompanied by an Earnest Money @ 1 % Value of contract amounting **Rs. 13,00,000/-** in the form of Demand Draft / BG in favour of '**HLL Infra**

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**Tech Services Limited**'. Any of the information furnished by him/her is found to be incorrect or false, the Earnest Money Deposited by him shall stand forfeited, without prejudice to any other rights and remedies of HITES under the contract and Law, and the Tenderer will be liable for any loss suffered by HITES on account of its withdrawal/modification etc. besides forfeiture of EMD. He will also be debarred from participating in any other Tender Enquiry with HITES for a period of five years.

- b) The successful Tenderer has to deposit an amount equal to @ 5% of the Tendered and accepted value of the work (without any limit) as Performance Guarantee in the form of:
- i. Cash in case of guarantee amount is less than Rs.10, 000/- (Rupees Ten Thousand only)
  - ii. Deposit of Call Receipt/Banker's cheque/Demand Draft/Pay Order of Scheduled Bank in case the guarantee amount is less than Rs.1, 00,000/- (Rupees One lakh).
  - iii. An Irrevocable Bank Guarantee bond of any Scheduled Bank or State Bank of India in the prescribed Form in case the guarantee amount is more than Rs.1,00,000/- (Rs. One Lakh).
- a) The time allowed for submission of the Performance Guarantee by the contractor shall be 15 Days of issue of the Letter of Acceptance. This period can be further extended, if required by the Engineer-in-Charge for a maximum period ranging from 3 to 7 days at the written request of the contractor. The date of start of work may accordingly be fixed reckoning it after 7 days from the date of issue of letter of acceptance.

**NOTE:** - If the Tenderer who's Tender considered for acceptance fails to furnish the prescribed Performance Guarantee within prescribed period the EMD will be absolutely forfeited by HITES.

#### **1.21. PENALTY CLAUSE**

- a) If the Service Provider fails to provide the intended manpower by HITES on any day / time, penalty of double the wages will be imposed.
- b) The Penalties / fines imposed by statutory authorities such as ALC, RLC, EPF,ESI Authorities , etc. on HITES will be deducted at actuals.
- c) The damages if any arises due to negligence of workmen provided by the service provider, the cost of damages as decided by HITES will be deducted from the monthly claim bill.
- d) HITES authorities shall not be responsible for any accidents, injuries, diseases occurred during carrying out the above work. To prevent such incidents the service provider shall take appropriate protective measures.
- e) For misconduct or indiscipline of any employee including criminal activities, the service provider shall be responsible to take action against him/her as per the laws/rules
- f) Any penalty imposed by client against non-compliance/ non-performance of contract terms will be deducted from the subsequent running bill.

#### **1.22. TERMINATION**



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a) By the Client

- i. Client may, by not less than 30 days written notice of termination to the Contractor, terminate this agreement if,
  - a. The Contractor fails to remedy a failure in performance of his obligations hereunder within such period as the Client may have approved in writing
  - b. The Contractors become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for benefit of debtors or go into liquidation or receivership whether compulsory or voluntary
  - c. The Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to settlement of dispute
  - d. The Contractor submit to the Client a statement which has a material effect on the rights, obligations, or interests of the Client and which the Contractors know to be false
  - e. The Client, in its sole discretion and for any reason whatsoever, decides to terminate this contract.

b) By the Contractor

- i. Contractor may, by not less than 30 days written notice of termination to the Client, terminate this agreement if
  - a. The Client fails to pay any money due to the Contractor pursuant to this contract, hereof within Thirty (30) days after receiving written notice from the Contractors that such payment is overdue.
  - b. The Client is in material breach of its obligations pursuant to this contract and has not remedied the same with in Thirty days (or such longer period as the Contractor may have approved in writing) following the receipt by the Client of the Contractor's notice specifying such breach.
  - c. The Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to settlement of Dispute.

c) Payment upon termination

- i. Upon the termination of this contract pursuant to above point a and b hereof the Client shall after adjusting dues, if any recoverable from the Contractor make the payment to the Contractor
- ii. In the event of termination Contractor shall be paid for the services rendered for carrying out the assignment to the date of termination on prorata basis

### **1.23. DEFECT LIABILITY PERIOD:**

If any defect in the additional work is detected by the concerned engineer, the agency shall make necessary rectification of such defects during the defect liability period of 12 (twelve) months from the date of completion of work. All such work shall be carried out by the agency at his own expenses.

**CONDITIONS OF CONTRACT**

**Definitions**

1. The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Ministry of Health & Family Welfare, Govt. of India and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-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 expressions shall, unless the context otherwise requires, have the meanings, thereby respectively assigned to them:-
  - The expressions **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.
  - The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
  - **Department** means M/s HLL Infra Tech Services Ltd. (**HITES**) as Executing Agency of Ministry of Health & Family Welfare, Govt. of India and shall include their legal representatives, nominee, employees and Officials.
  - **District Specifications** means the specifications followed by the State Government in the area where the work is to be executed.
  - The **Engineer-in-charge** means the Engineer Officer as mentioned in Schedule 'F' hereunder, authorized by the Department, who shall supervise and be in charge of the work.
  - **Expected risk(s) are** risks due to riots (other than those on account of the contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any act of Government, damage from aircraft, acts of God, such as earthquake, lightening 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 work.
  - The **Government or Government of India** shall mean the President of India represented by officials of MoHFW.
  - **Market rate** shall be the rate as decided by Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage to cover, all overheads and profits.
  - While bidding, rate reasonableness with reference to the rates available in GeM portal may also be applied.

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- **“Tendered Value”/“Contract Price”** means the value of the entire work as stipulated in the letter of award.
- **MoHFW** means Ministry of Health & Family Welfare, Government of India.
- **GST** shall mean Goods and Service tax – Central, State and Inter State.
- **“Application”** shall mean the response submitted by eligible interested tenderer to the Bid Notice published by HITES.
- **“Bid”/“Tender”** shall mean the signed technical offer submitted by the Bidder in response to this NIT.
- **“Bidder (s)”/ “Tenderer(s)”** shall mean all eligible parties participating in the bidding process pursuant to and in accordance with the terms of the NIT.
- **“Earnest Money Deposit (EMD)”** shall mean the amount to be deposited by the Bidders with the Bid as per clause.
- **“Client”** means HITES /JIPMER.
- **“Contract Agreement”** shall mean the agreement to be signed between the Successful Bidder and HITES for the execution of the Project.
- **“Service Provider”** shall have the same meaning as Successful Bidder/Contractor and with whom the Contract Agreement has been signed.
- **“Evaluation Committee”** shall mean the committee constituted by HITES for the evaluation of the bids.
- **“HITES”** shall mean HLL Infra Tech Services Limited, who has been appointed by Jawaharlal Institute of Postgraduate Medical Education And Research (JIPMER), Puducherry as executing agency for providing facility Management Services at Phase I, II and III buildings.
- **“Implementation Agency”** shall mean the firm(s) selected by HITES for providing the Operation and maintenance Services at Jawaharlal Institute of Postgraduate Medical Education And Research (JIPMER), Puducherry
- **“LOA”** Letter of Award/Acceptance shall mean the letter issued by HITES to the Successful Bidder inviting him to sign the Contract Agreement
- **“Project”** shall mean providing Operation and Maintenance of Phase I, II and III Building at Jawaharlal Institute of Postgraduate Medical Education And Research (JIPMER), Puducherry.
- **“Site”** shall mean the place where services as mentioned under the scope of work for the Project are to be carried out and the details of which are provided in this RFP
- **“Start of Work”** shall mean the date of commencement of works by the Service Provider.

### **Scope and performance**

3. Where the context so requires, words imparting the singular only also include the plural or vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa

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4. Heading 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.

### **Works to be carried out**

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 description given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage of materials, cartage and carriage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

### **Sufficiency of tender**

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 price quoted in the Schedule of Quantities, which rates and price 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.

### **Discrepancies and Adjustment of errors**

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

Any error in description, quantity or rate in schedule of quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to specifications or from any of his obligation under the contract.

### **Signing of Contract**

9. The successful bidder/contractor, on acceptance of his tender by the Accepting Authority, shall, within 21 days from the stipulated date of start of the work, sign the contract consisting of:-
  - i. The notice inviting tender, all the documents including Scope, specification, amendments, corrigendum etc, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

## **CLAUSES OF CONTRACT**

### **CLAUSE 1 PERFORMANCE GUARANTEE**

- (i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered value 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 from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in- Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto.
- (ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus sixty days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- (iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the Client is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
  - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in- Charge may claim the full amount of the Performance Guarantee.
  - (b) Failure by the contractor to pay the Client any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
- (iv) In the event of the Contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Client.

### **CLAUSE 3 WHEN CONTRACT CAN BE DETERMINED**

Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights 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 of 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 Engineer-in-Charge a notice in writing to

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rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in- Charge.
- (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 Engineer-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 terms 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 Engineer-in-Charge.
- (v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or 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/HITES.
- (vi) If the contractor shall enter into a contract with Government/HITES in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- (vii) If the contractor shall obtain a contract with Government/HITES as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of integrity pact.
- (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 order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act 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

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continued for a period of 21 days.

- (xi) If the contractor assigns, transfers, sublets (engagement 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 Engineer -in-Charge.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the HITES shall have powers:

- (a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government/HITES.
- (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 Engineer-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 provision 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 Engineer-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 or one month whichever is higher, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded.

In case contractor wants to close the contract, he shall give notice to the department stating the failure on the part of department. In such eventuality, the Performance Guarantee of the contractor shall be refunded within the following time limits:

- (i) If the tendered value of work is upto Rs.45 lac : 15 days
- (ii) If the tendered value of work is more than Rs.45 lac & upto Rs.2.5 Crs. : 21 days
- (iii) If the tendered value of work exceeds Rs.2.5 crore : 30 days

**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, colour 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 Engineer-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 Engineer-in-Charge shall give ten days' notice in writing to the contractor.

**CLAUSE 9A                      PAYMENT OF CONTRACTOR'S BILLS TO BANKS**

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

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

**CLAUSE 10A                      MATERIALS TO BE PROVIDED BY THE CONTRACTOR**

The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the Government/ HITES.

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



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the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.

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

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

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

The contractor shall, at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment.

#### **CLAUSE 10 D                    DISMANTLED MATERIAL GOVT. PROPERTY**

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

#### **CLAUSE 14    CARRYING OUT PART WORK AT RISK & COST OF CONTRACTOR**

If contractor:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or

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- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or
- (iii) Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

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

- (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
- (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

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

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by Government/ HITES in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Government /HITES as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government/ HITES in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the

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contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

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

#### **CLAUSE 17 CONTRACTORS LIABLE FOR DAMAGES, DEFECTS DURING MAINTENANCE PERIOD**

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

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

#### **CLAUSE 18 CONTRACTOR TO SUPPLY TOOLS & PLANTS ETC.**

The contractor shall provide at his own cost all materials (except such special materials, if any), machinery, tools & plants. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The

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contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

#### **CLAUSE 18A            RECOVERY OF COMPENSATION PAID TO WORKMEN**

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

#### **CLAUSE 18B            ENSURING PAYMENT AND AMENITIES TO WORKERS IF CONTRACTOR FAILS**

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 / HITES 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 19H or under the Contractor's Labour Regulations, or under the Rules framed by Government / HITES from time to time for the protection of health and sanitary arrangements for workers employed by Contractors, Government/ HITES 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 / HITES under sub-section(2) of Section 20, and sub-section

(4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Government / HITES 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 / HITES to the contractor whether under this contract or otherwise Government / HITES shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor

and upon his giving to the 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 provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

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

The contractor shall also comply with provisions of the Inter-State migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

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

**CLAUSE 19A**

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

**CLAUSE 19 B                      PAYMENT OF WAGES**

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 CPWD 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.
- (ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- (iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorizedly 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

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(Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

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

(b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.

In the case of Union Territory of Delhi, however, as the all-inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162)MWO/DAB/43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

- (v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.
- (vi) The contractor shall indemnify and keep indemnified Government / HITES against payments to be made under and for the observance of the laws aforesaid and the CPWD Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- (vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- (ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

#### **CLAUSE 19C**

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own

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expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition, the Engineer-in- Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

#### **CLAUSE 19 D**

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

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

#### **CLAUSE 19E**

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

#### **CLAUSE 19I**

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. The Engineer-in- Charge will display a list of contractors working in the colony/Blocks on the notice board in the colony and also at the service centre, to apprise the residents about the same.

#### **CLAUSE 19L**

The ESI and EPF contributions on the part of the HITES in respect of this Contract shall be paid by the Contractor. These contributions on the part of the HITES paid by the contractor shall be reimbursed by the Engineer-in-charge to the Contractor on actual basis.

**CLAUSE 20                    MINIMUM WAGES ACT TO BE COMPLIED WITH**

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

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

Where the contractor is a partnership firm, the previous approval in writing of the Engineer- 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 works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

**CLAUSE 24**

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

**CLAUSE 25                    SETTLEMENT OF DISPUTES & ARBITRATION**

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

- (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge 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 (Reviewing Authority) in writing for written instruction or decision. Thereupon, the Reviewing Authority shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.

If the Reviewing Authority fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision



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of the Reviewing Authority, the contractor may, within 15 days of the receipt of the Reviewing Authority's decision, appeal to the authority (Appealing Authority) 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 Appealing Authority shall give his decision within 30 days of receipt of contractor's appeal.

If the contractor is dissatisfied with the decision of the Appealing Authority, the contractor may within 30 days from the receipt of the Appealing Authority's decision, appeal before the Dispute Redressal Committee (DRC) along with a list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his disputes by the Appealing Authority. The Dispute Redressal Committee (DRC) shall give his decision within a period of 90 days from the receipt of Contractor's appeal.

If the Dispute Redressal Committee (DRC) fails to give his decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC), then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Client for appointment of arbitrator on prescribed proforma as per Appendix XV, failing which, the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

- (ii) Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the CEO (HITES). If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

It is also a term of this contract that no person, other than a person appointed by the CEO (HITES), as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

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

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) / The Jammu and Kashmir Arbitration and Conciliation Act, 1997 (35 of 1997) (as the case may be) or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall

apply to the arbitration proceeding under this clause.

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

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

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

#### **CLAUSE 26 CONTRACTOR TO INDEMNIFY GOVT. AGAINST PATENT RIGHTS**

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

#### **CLAUSE 27 LUMP SUM PROVISIONS IN TENDER**

When the estimate on which a tender is made includes lump sum 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 items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Engineer-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 ACTIONS WHERE NO SPECIFICATIONS ARE SPECIFIED**

In the case of any class of work for which there is no such specifications, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per District Specifications. In case there

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are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

#### **CLAUSE 29 WITHHOLDING AND LIEN IN RESPECT OF SUM DUE FROM CONTRACTOR**

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

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or HITES will be kept withheld or retained as such by the Engineer-in-Charge or HITES 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 HITES shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

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

Provided that the Government/ HITES shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has

been agreed upon between the Engineer- in- charge on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Engineer- in- charge.

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

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

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

**CLAUSE 36      EMPLOYMENTS OF TECHNICAL STAFF AND EMPLOYEES**

Contractors Superintendence, Supervision, Technical Staff & Employees

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

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not below than specified in Schedule 'F'. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and 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. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s) The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions.

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Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements/test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) alongwith every one account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every one account bill/final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

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

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

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

### **CLAUSE 37                      LEVY/TAXES PAYABLE BY CONTRACTOR**

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(i) GST, Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the contractor and Government / HITES shall not entertain any claim whatsoever in this respect. However, in respect of GST, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the contractor.

#### **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 under respective statutes. However, if any further tax or levy or cess 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/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Engineer- in- charge (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- (ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government / HITES and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.
- (iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in- charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

#### **CLAUSE 41                      NO GAZETTED ENGINEER TO WORK AS CONTRACTOR WITHIN ONE 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 / HITES shall work as a contractor or employee of a contractor for a period of one year after his retirement from government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

#### **CLAUSE 43                      COMPENSATION DURING WARLIKE SITUATIONS**

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of

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hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Engineer-in-charge or his authorized representative. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.

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

**Signature of Chief Engineer (FMD)**

**For and on behalf of HITES**

**SAFETY CODE**

- 1) Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period works as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holdings the ladder and if the ladder is used for carrying material is well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 (4 horizontal and 1 vertical).
- 2) Scaffolding or staging more than 12 ft. Above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have guard rail properly attached bolted, braced and otherwise secured at least 3 feet high above the floor or platform of such scaffolding or staging and extending along with entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding shall be so fastened as to prevent it from swaying from the building or structure.
- 3) Working platform, gangways, and stairways shall be so constructed that they shall not sag unduly or unequally and if the height of the platform or the gangway or the stairway is more than 12 feet above ground level or floor level, they shall be closely boarded, shall have adequate width and shall be suitably fastened, as described in (ii) above.
- 4) Every opening in the floor of a building or in a working platforms be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or raiding whose minimum height shall be 3-0".
- 5) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed; no portable single ladder shall be over 30 feet in length while the width between side rails in rung ladder shall in no case be less than 11-1/2" for ladder upto and including 10 feet in length. For longer ladders this width shall be increased at least  $\frac{1}{2}$ " for each additional foot or length. Uniform step spacing shall not exceed 12. Adequate precautions shall be taken to prevent danger from electrical equipment's. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person of the public. The contractor shall provide all necessary fencing and lights to protect the public from accidents, and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damaged and cost which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such persons.
- 6) (a) Excavations and Trenching: All trenches four feet or more in depth, shall at all times be supplied at least one ladder for each 100 feet in length or fraction thereof ladder shall be extended from bottom of trench to at least 3" above the surface of the ground, the side of trench which are 5", or more in depth shall be stepped back to give suitable slope or security held by timber bracing so as to avoid the danger of side to collapse. The excavated material shall not be placed within 5 feet of the trench or half of the depth of trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.  
  
(b) Safety Measures for digging bore holes:-
  - If the bore well is successful, it shall be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones shall be completely refilled to avoid caving and collapse;
  - During drilling, Sign boards shall be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work;



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- Suitable-fencing shall be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people;
  - After drilling the bore well, a cement platform (0.50m x 0.50m to 1.20m) 0.60m above ground level and 0.60m below ground level shall be constructed around the well casing;
  - After the completion of the bore well, the contractor shall cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This shall be done even while repairing the pump;
  - After the bore well is drilled the entire site shall be brought to the ground level.
- 7) Demolition: Before any demolition work is commenced and also during the process of the work:
- a) All roads and open areas adjacent to the work site shall either be closed or suitably protected;
  - b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
  - c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be over-loaded with debris or materials as to render is unsafe.
- 8) All necessary personal safety equipment as considered adequate by the Engineer-in-charge shall be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use and the contractor shall take adequate steps to ensure proper use of equipment by those concerned.
- a) Worker employed on mixing asphaltic materials, cement and lime mortar shall be provided with protective footwear and protective goggles.
  - b) Those engaged in white washing and mixing or staking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
  - c) Those engaged in welding works shall be provided with welder's protective eye shields.
  - d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
  - e) When workers are employed in sewers and manholes, which are in active use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.

In addition, the contractor shall ensure that the following safety measures are adhered to:-

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

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- At least 5 to 6 manholes upstream and downstream shall be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
  - Before entry presence of toxic gases shall be tested by inserting wet lead acetate paper, which changes colour in the presence of such gases and gives indication of their presence.
  - Presence of oxygen shall be verified by lowering a detector lamp into the manhole. In case, no oxygen is found inside the sewer line, worker shall be send only with oxygen kit.
  - Safety belt with rope shall be provided to the workers. While working inside the manhole such rope shall be handled by two men standing outside to enable him to be pulled out during emergency.
  - The area shall be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs shall be displayed for the safety of the public whenever for the cleaning works is undertaken during night or day.
  - No smoking or open flames shall be allowed near the blocked manhole being cleaned.
  - The malba obtained on account of cleaning of blocked manholes and sewer lines shall be immediately removed to avoid accidents on account of slippery nature of the malba.
  - Workers shall not be allowed to work inside the manhole continuously. He shall be given rest intermittently. The Engineer-in-Charge may decide the time upto which worker may be allowed to work continuously inside the manhole.
  - Gas masks with Oxygen cylinder shall be kept at site for use in emergency.
  - Air blowers shall be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The motors for these, shall be vapour proof and of totally enclosed type. Non-sparking gas engines also could be used but they shall be placed at least 2 metres away from the opening and on the leeward side, protected from wind so that they will not be the source of friction on any inflammable gas that might be present.
  - The workers engaged for cleaning the manholes/sewers shall be properly trained before allowing working in the manhole.
  - The worker shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non-sparking tools and safety lights and gas masks and portable air-blowers (when necessary). They must be supplied with barrier cream for anointing the limits before working inside the sewer lines.
  - Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
  - If a man has received a physical injury, he shall be brought out of the sewer immediately and adequate medical aid shall be provided to him.
  - The extents to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- f) The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting the following precautions shall be taken.

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- g) No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.
  - h) Suitable face masks shall be supplied for use by the workers when paint applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
  - i) Overalls shall be supplied by the contractors to the Workmen and adequate facilities shall be provided to enable the working painters to wash during the course of work.
- 9) As per additional clause (viii) (i) of Safety Code (IV), the Contractor shall not employ women and men below the age of 18 years on the work of painting with product containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:
- a) White lead, sulphate of lead or product containing these pigments, shall not be used in painting operation except in the form of pastes or paint ready for use.
  - b) Measures shall be taken, wherever required in order to prevent danger arising from the application of paint in the form of spray.
  - c) Measures shall be taken, wherever practicable to prevent danger arising out of from dust caused by dry rubbing down and scrapping.
  - d) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work
  - e) Overall shall be worn by working painters during the whole of working period.
  - f) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
  - g) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by the competent authority of Department.
  - h) Department may require, when necessary, medical examination of workers.
  - i) Instructions with regard to special hygienic precautions, to be taken in the painting trade, shall be distributed to working painters.
  - j) When the work is done near any place where is risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue at any person in danger and adequate provision shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
  - k) Use of hoisting machine and tackle including their attachments anchorage supports shall be conform to the following standards or conditions:
    - i. These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
    - ii. Every rope used in hoisting or lowering, materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
    - iii. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in-charge of and hoisting machine including any scaffolding winch or give signals to operator.
    - iv. In case of every hoisting machine and of every chain ring hook, stickle, swivel any pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a

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variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

- v. In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
- l) Motors, gearing transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards. Hoisting appliances shall be provided with such means as will reduce to the minimum, the risk of accidental decent of the load, adequate precautions shall be taken to reduce and to minimize; the risk of any part of a suspended load becoming accidentally displaced. When workers employed on electrical installations which are already energized insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary shall be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- m) All scaffolds, ladders and safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
- n) These safety provisions shall be brought to the Notice of all concerned by display on a Notice board at prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
- o) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangement made by the contractor shall be open to inspection by the Labour Officer, Engineer-in-Charge of the department for their Representatives.
- p) Notwithstanding the above clauses from (i) to (xiv) there is nothing in these to exempt the contractor from the operations of any other Act or rule in force in the Republic of India.

## **Model Rules for the Protection of Health and Sanitary Arrangements for Workers Employed By Contractor**

### **1. APPLICATION**

These rules apply to all building and construction/Facility management service in-charge of HITES.

### **2. DEFINITION**

“Work place” means a place at which, at an average 20 or more workers are employed in connection with construction work.

### **3. FIRST AID**

- a) At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first aid boxes at the rate of not less than one box for 150-contract labour or part thereof ordinarily employed.
- b) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment: -
- c) For work places in which the number of contract labour employed does not exceed 50- Each first-aid box shall contain the following equipment: -
  - 6 small sterilized dressings.
  - 3 medium size sterilized dressings.
  - 3 large size sterilized dressings.
  - 3 large sterilized burn dressings.
  - 1 (30 ml.) bottle containing a two percent alcoholic solution of iodine
  - 1 (30ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.
  - 1 snakebite lancet.
  - 1 (30gms.) bottle of potassium permanganate crystals.
  - 1 pair scissors.
  - 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institute, Government of India or his Client.
  - 1 Bottle containing 100 tablets (each of 5 gms.) of aspirin.
  - Ointment for burns.
  - A bottle of suitable surgical antiseptic solution
- d) For workplaces in which the number of contract labour exceeds 50- Each first-aid- box shall contain the following equipment.
  - 12 small sterilized dressing.
  - 6 medium size sterilized dressings.
  - 6 large size sterilized dressings.
  - 6 large size sterilized burn dressings.
  - 6 (15-gms.) packets sterilized cotton wool.

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- 1 (60 ml.) bottle containing two percent alcoholic solution iodine.
  - 1 (60-ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
  - 1 roll of adhesive plaster.
  - 1 snake bite lancet.
  - 1 (30 gms.) bottle of potassium permanganate crystals.
  - 1 pair of scissors.
  - 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institute/ Government of India or Client of India.
  - A bottle containing 100 tablets (each of 5 gms.) of aspirin.
  - Ointment for burns.
  - A bottle of suitable surgical antiseptic solution.
- e) Adequate arrangements shall be made for immediate procurement of the equipment when necessary.
- f) Nothing except the prescribed contents shall be kept in the First-aid box.
- g) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours at the work place.
- h) A person in charge of the first-aid box shall be a person trained in First-Aid treatment, at the work places where the number of contract labour employed is 150 or more.
- i) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works, First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
- j) Where work places are situated in places, which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

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

- a) In every work place, there shall be provided and maintained at suitable places easily accessible to labour a sufficient supply of cold water fit for drinking.
- b) Where drinking water is obtained from intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- c) Every water supply of storage shall be at a distance of not less than 50 feet from any latrine, drain or other source of pollution. Where water has been drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap-door which shall be dust free and waterproof.
- d) A reliable pump shall be fitted to each covered well the trap-door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

#### **5. WASHING FACILITIES**

- i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.
- ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.

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- iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

### **6. LATRINES AND URINALS**

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

Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.
- ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year. Latrines shall not be of a standard lower than bore-hole system.
- iv)
  - a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women only" as the case may be.
  - b) The notice shall also bear the figure of a man or a woman, as the case may be.
- v) There shall be at least one urinal for upto 50 number of male workers and one for upto 50 number of female workers employed at a time, provided that where the number of male or female workers, as the case may be, exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females, upto the first 500 and one for every 100 or part thereafter.
- vi)
  - a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
  - b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.
- vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- viii) Disposal of excreta: - Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. layer of waste or refuse and then covering it with a layer of earth for a fortnight (When it will turn to manure).
- ix) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges, which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

### **7. PROVISION OF SHELTER DURING REST**

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

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

### **8. CRECHES**

- i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a playroom for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19 H (ii) a, b & c.
- ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- iii) The contractor shall supply adequate number of toys and games in the playroom and sufficient number of cots and beddings in the bedroom.
- iv) The contractor shall provide one ayah to look after the children in the crèche when the number of women workers does not exceed 50 and two when the number of women workers exceeds 50.
- v) The use of the rooms earmarked as crèches shall be restricted to children, their attendants and mothers of the children.

### **9. CANTEENS**

- i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more is ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.
- ii) The contractor shall maintain the canteen in an efficient manner.
- iii) The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places, separately for workers and utensils.
- iv) The canteen shall be sufficiently lighted at all times when any person has access to it.
- v) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour washed at least once in each year. Provided that the inside walls of the kitchen shall be lime-washed every 4 months.
- vi) The premises of the canteen shall be maintained in a clean and sanitary condition.
- vii) Wastewater shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- viii) Suitable arrangements shall be made for the collection and disposal of garbage.
- ix) The dining hall shall accommodate at a time 30 percent of the contract labour working at a time.
- x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture, except tables and chairs, shall not be less than one square meter (10 sqft.) per diner to be accommodated as prescribed in sub-Rule 9.
- xi)



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- a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.
- b) Washing places for women shall be separate and screened to secure privacy.
- xii) Sufficient tables' stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.
- xiii)a)
  - 1. There shall be provided and maintained, sufficient utensils, crockery, furniture and any other equipment's, necessary for the efficient running of the canteen.
  - 2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.
- b)
  - 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
  - 2. A service counter, if provided, shall have top of smooth and impervious material.
  - 3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment's.
- xiv) The foodstuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- xv) The charges for foodstuffs, beverages and any other items served in the canteen shall be based on 'No profit, No losses' and shall be conspicuously displayed in the canteen.
- xvi) In arriving at the price of food stuffs, and other articles served in the canteen, the following items shall not be taken into consideration as expenditure namely: -
  - a) The rent of land and building.
  - b) The depreciation and maintenance charge for the building and equipment's provided for the canteen.
  - c) The cost of purchase, repairs and replacement of equipment's including furniture, crockery, cutlery and utensils.
  - d) The water charges and other charges incurred for lighting and ventilation.
  - e) The interest and amounts spent on the provision and maintenance of equipment's provided for the canteen.
- xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

### **10. ANTI-MALARIAL PRECAUTIONS**

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

#### **1. AMENDMENTS**

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

## **CONTRACTOR'S LABOUR REGULATIONS**

### **1. SHORT TITLE**

These regulations may be called the CPWD Contractors Labour Regulations and shall be followed by the Contractor for this Project.

### **2. DEFINITIONS**

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

- a) Who is employed mainly in a managerial or administrative capacity; or,
- b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per menses or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature; or,
- c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in same another premises, not being premises under the control and management of the principal employer.

No person below the of 14 years shall be employed to act as a workman

- ii) **Fair Wages** means wages whether for time or piecework fixed and notified under the provision of the Minimum Wages Act from time to time.
- iii) **Contractors** shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a subcontractor.
- iv) **Wages** shall have the same meaning as defined in the Payment of Wages Act.

### **3.**

- i) Normally working hours of an adult employee shall not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- iii) a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of Minimum Wages (Central) Rules 1960, as amended from time to time, irrespective of whether such worker is governed by the Minimum Wages Act or not.
  - b) Where the minimum wages prescribed by the Government, under the Minimum Wages Act, are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
- c) Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day, on one

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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 the overtime rate.

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

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

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

- i) The contractor shall fix wage periods in respect of which wages shall be payable.
- ii) No wage period shall exceed one month.
- iii) The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- v) All payment of wages shall be made 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 authorised 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 Engineer-in-Charge under acknowledgement.
- x) It shall be the duty of the contractor to ensure the disbursement of wages in presence of authorized representative of the Engineer-in-Charge who will be required to be present at the place and time of the disbursement of wages by the contractor to workmen.
- xi) The contractor shall obtain from the junior engineer or any other authorized representative of the Engineer-in-Charge, as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll", as the case may be, in the following form: -

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

### **6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES**

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- (i) The wages of a worker shall be paid to him without any deduction of any kind except the following: -
  - (a) Fines
  - (b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
  - (c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default.
  - (d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
  - (e) Any other deduction, which the Central Government may from time to time, allows.
- (ii) No fines shall 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 Omission for which fines can be imposed is enclosed at Appendix-1.

- (iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- (iv) The total amount of fine, which may be imposed, in any one-wage period, on a worker, shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.
- (v) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty days from the date on which it was imposed.
- (vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

#### **7. LABOUR RECORDS**

- (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 (Appendix IV)
- (ii) The contractor shall maintain a **Muster Roll** register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V)
- (iii) The contractor shall maintain a **Wage Register** in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI)
- (iv) **Register of accident** – The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
  - a) Full Particulars of the labourers who met with accident.
  - b) Rate of wages.
  - c) sex
  - d) Age

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- 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 the hospital
  - i) Period of treatment and result of treatment
  - j) Percentage of loss of 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) The contractor shall maintain a **Register of Fines** in the Form XII of the CL (R&A) Rules 1971 (Appendix XI)
- The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omission for which fines can be imposed (Appendix X)
- vi) The contractor shall maintain a **Register of deductions for damage or loss** in Form XX of the CL (R&A) Rules 1971 (Appendix XII).
  - vii) The contractor shall maintain a **Register of Advances** in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII).
  - viii) The contractor shall maintain a **Register of Overtime** in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIV).

#### **8. ATTENDANCE CARD-CUM WAGE SLIP**

- i) The contractor shall issue an **Attendance card cum wage slip** to each workman employed by him in the specimen format (Appendix-VII).
- ii) The card shall be valid for each wage period.
- iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- iv) The card shall remain in possession of the worker during the wage period under reference.
- v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with him.

#### **9. EMPLOYMENT CARD**

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

**10. SERVICE CERTIFICATE**

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service Certificate in the Form XV of the CL (R&A) Central Rules 1971 (Appendix-IX).

**11. PRESERVATION OF LABOUR RECORDS**

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

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

The labour officer or any person authorized by the Central Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor or subcontractor in regard to such provision.

**13. REPORT OF LABOUR OFFICER**

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

- i) Engineer in charge shall arrange payments to the labour concerned within 45 days from the receipt of the report from or the Vice President (ID), (HITES) as the case may be the Labour Officer

**14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER**

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorized may appeal against such decision to the Vice President (ID), (HITES) concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Executive Engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

**15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER**

- i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by: -
  - a) An officer of a registered trade union of which he is a member.
  - b) An officer of a federation of trade unions to which the trade union referred to in Clause (a) is affiliated.

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

#### **16. INSPECTION OF BOOKS AND SLIPS**

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

#### **17. SUBMISSION OF RETURNS**

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

#### **18. AMENDMENTS**

The MoHFW/HITES may from time to time add to or amend the regulations and on any question as to the application/interpretation or effect of those regulations the decision of the EIC concerned shall be final.

## Appendix 'I'

### REGISTER OF MATERNITY BENEFITS (Clause 19F)

Name and address of the contractor\_\_\_\_\_

Name and Location of the work\_\_\_\_\_

Name of the Employee	Father's/ husband's name	Nature of Employment	Period of actual confinement	Date on which notice of confinement given
1	2	3	4	5

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

Leave pay paid to the employee				Remarks
In case of delivery		In case of miscarriage		
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**

Name and address of the contractor\_\_\_\_\_

Name and location of the work\_\_\_\_\_

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 certificates in respect of delivery / miscarriage.
10. Date with the amount of maternity/ death benefit paid in advance of expected delivery.
11. Date with 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 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.

**LABOUR BOARD**

Name of work:\_\_\_\_\_

Name of Contractor:\_\_\_\_\_

Address of Contractor:\_\_\_\_\_

Name and address of Construction Unit \_\_\_\_\_

Name of CLIENT Labour Officer : \_\_\_\_\_

Address of CLIENT Labour Officer:\_\_\_\_\_

Name of Labour Enforcement Officer:\_\_\_\_\_

Address of Labour Enforcement Officer:\_\_\_\_\_

Sl.No	Category	Minimum wage      Fixed	Actual   wage paid	Number Present	Remarks

Weekly holiday \_\_\_\_\_

Wage period \_\_\_\_\_

Date of payment of Wages \_\_\_\_\_

Working hours \_\_\_\_\_

Rest interval \_\_\_\_\_

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**Appendix 'TV'**

Form-XIII (See Rule 75)

**Register of Workmen Employed by Contractor**

Name and address of contractor\_\_\_\_\_

Name and address of establishment under which contract is carried on\_\_\_\_\_

Nature and location of Work\_\_\_\_\_

Name and address of Principal Employer\_\_\_\_\_

Sl. No.	Name and surname of Workman	Age and Sex	Father's/ Husband's Name	Nature of employment / designation.	Permanent home address of the workman (Village and Tehsil, Taluka and District)	Local Address	Date of commencement of employment	Signature or thumb impression of the workman	Date of Termination of employment.	Reasons For terminations.	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

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**Appendix 'V'**

Form-XVI (See Rule 78(2)(a))

**Muster Roll**

Name and address of the contractor\_\_\_\_\_

Name and address of establishment under which contract is carried on\_\_\_\_\_

Nature and location of work\_\_\_\_\_

Name and address of Principal Employer\_\_\_\_\_

For the month of fortnight\_\_\_\_\_

Sl. No.	Name of workman	Sex	Father's/ Husband's Name	Dates					Remarks
1	2	3	4	5					6
				1	2	3	4	5	

**Form -XVII (See Rule 78(2)(a))**

**Register of Wages**

Name and address of the contractor\_\_\_\_\_

Name and address of establishment under which  
contract is carried on\_\_\_\_\_

Nature and location of work\_\_\_\_\_

Name and address of Principal Employer\_\_\_\_\_

Wages period\_\_\_\_\_ Monthly/fortnightly

Sl.No.	Name of workman	Serial No.in the register of workman	Designation of Nature of work done	No. of days worked	Units of work done	Daily rate of wages/piece rate	Basic Wages
1	2	3	4	5	6	7	8

Dearness allowances	Overtime	Other cash payments(Indicate nature)	Total	Deductions if any, (indicate nature)	Nett amount paid	Signature or thumb impression of the workman	Initial of contractor or his representative
9	10	11	12	13	14	15	16

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**Appendix 'VII'**  
**(Observe)**

Wage Card No. \_\_\_\_\_  
**Wage Card**

Name and address of the contractor \_\_\_\_\_ Date of issue \_\_\_\_\_

Name and location of work \_\_\_\_\_ Designation \_\_\_\_\_

Name of Workman \_\_\_\_\_ Month/fortnight-----

Rate of Wages \_\_\_\_\_

DATE																																		
	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																																		
Evening																																		
Initial																																		

Rate \_\_\_\_\_

Amount \_\_\_\_\_

Received from \_\_\_\_\_ the sum of Rs. \_\_\_\_\_ on account of my wages.

Signature

The wage card is valid for one month from the date of issue

Form-XIX  
(See rule 78(2) (b))

**Wages Slip**

Name and address of the contractor\_\_\_\_\_

Name and Father's/Husband's 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. Deduction, if any\_\_\_\_\_
7. Net amount of wages paid\_\_\_\_\_

Initials of the Contractors or his representative

Form-XIV  
(See rule 76)

**Employment Card**

Name and address of the contractor\_\_\_\_\_

Name and address of establishment under which contract is carried on\_\_\_\_\_

Nature of work and location of work\_\_\_\_\_

Name and address of Principal Employer\_\_\_\_\_

1. Name of 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. Wages period\_\_\_\_\_
6. Tenure of employment\_\_\_\_\_
7. Remarks\_\_\_\_\_

Signature of contractor



Form-XV (See Rule 77)

**Service Certificate**

Name and address of the contractor\_\_\_\_\_

Nature and location of work\_\_\_\_\_

Name and Address of workman\_\_\_\_\_

Age or date of birth\_\_\_\_\_

Identification marks\_\_\_\_\_

Father's/Husband's name\_\_\_\_\_

Name and address of establishment in under which contract is carried on\_\_\_\_\_

Name and address of Principal Employer\_\_\_\_\_

Sl.No.	Total period for which employed		Nature of work done	Rate of Wages (with particulars of unit in case of piece work)	Remarks
	From	To			
1	2	3	4	5	6

Signature

**LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED**

In accordance with rule 7 (v) of the Contractor's Labour Regulations to be displayed prominently at the site of work both in English and local Language.

1. Willful insubordination or disobedience, whether along or in combination with other.
2. Theft fraud or dishonestly in connection with the contractors beside a business or property of Department.
3. Taking or giving bribes or any illegal gratifications.
4. Habitual late attendance.
5. Drunkenness fighting, riotous or disorderly or indifferent behaviour.
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 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 of manufacturing or making of unauthorized particles 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 rectification.
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 employer during the working hours within the premises.

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**Appendix 'XI'**

Form-XII (See Rule 78(2)(d))

**Register of Fines**

Name and address of the contractor\_\_\_\_\_

Name and address of establishment in under which contract is carried on\_\_\_\_\_

Nature and location of work\_\_\_\_\_

Name and address of Principal Employer\_\_\_\_\_

Sl.No.	Name of workman	Father's/Husband's name	Designation/nature of employment	Act/Omission For which fine imposed	Date of Offence
1	2	3	4	5	6

Whether workman Showed cause against fine	Name of person in whose presence employees explanation was heard	Wage and period wages payable	Amount of fine imposed	Date on which fine realized	Remarks.
7	8	9	10	11	12

**Bid Document Modified after pre bid meeting**

**Appendix 'XII'**

Form-XX (See Rule 78(2)(d))

**Register of Deduction for Damage or Loss**

Name and address of the contractor\_\_\_\_\_

Name and address of establishment in under which contract is carried on\_\_\_\_\_

Nature and location of work\_\_\_\_\_

Name and address of Principal Employer\_\_\_\_\_

Sl.No.	Name of workman	Father's/Husband's name	Designation/nature of employment	Particulars of damage or loss	Date of damage or loss
1	2	3	4	5	6

Whether workman showed cause against fine	Name of person whose presence employees explanation was heard	Amount of deduction imposed	No. of installments	Date of recovery		Remarks
				First installment	Last installment	
7	8	9	10	11	12	13

**Register of Advances**

Name and address of the contractor\_\_\_\_\_

Name and address of establishment in under which contract is carried on\_\_\_\_\_

Nature and location of work\_\_\_\_\_

Name and address of Principal Employer\_\_\_\_\_

Sl. No.	Name of workman	Father's/Husband's name	Designation nature of employment	Wage period and wages payable	Date and Amount of Advance given	Purpose(s) for which Advance made	Number of Installments by which advance to be repaid	Date and amount of each installments repaid	Date on which last Installments was repaid	Remarks
1	2	3	4	5	6	7	8	9	10	11

Form-XXIII (See Rule 78(2)(e))

**Register of Overtime**

Name and address of the contractor\_\_\_\_\_

Name and address of establishment in under which contract is carried on  
\_\_\_\_\_

Nature and location of work\_\_\_\_\_

Name and address of Principal Employer \_\_\_\_\_

Sl.No.	Name of workman	Father's/husband's name	Sex	Designation / nature of employment	Date on which Overtime worked	Total overtime worked or production in case of piece rated	Normal rate of wages	Overtime rate of wages	Overtime earnings	Rate on which overtime wages paid	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

**Notice for appointment of Arbitrator  
[Refer clause 25]**

To

The

.....

Dear Sir,

In terms of clause 25 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of contract Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to Reviewing Authority for decision
17. Date of receipt of Reviewing Authority's decision
18. Date of appeal to you
19. Date of receipt of your decision.

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Specimen signatures of the applicant

(only the person/authority who signed the contract shall sign)

I/We certify that the information given above is true to the best of my/our knowledge.

I/We enclose following documents.

1. Statement of claims with amount of claims.
- 2.
- 3.
- 4.

Yours faithfully,

Copy in duplicate to:

1. The Engineer -in-charge



## **PART II - SECTION -II - Tender Forms**

### **BIDDERS INFORMATION ON GST**

<b>Vendor details</b>	
<b>Particular</b>	<b>Details</b>
1. Name of the Vendor	
2. Constitution of the Vendor (Proprietor, HUF, Partnership Firm, LLP, Private/Public Company, Society/Club/Trust/AOP, Foreign Company, Govt. Dept., Others)	
3. PAN of the Business (along with copy of PAN Card)	
4. Software used by your organization for accounting purpose	
5. Details of Goods (along with HSN Code/ Excise classification) being/to be supplied to our organization	
6. Details of Services (along with HSN code) being/to be supplied to our organization	
7. Following details for <b>each supplying State (from which material/services is being or proposed to be supplied to us)</b> [Refer Comments]	
8. Nature of the Vendor (SEZ unit/SEZ Developer/STPI Unit/Normal entity/Foreign entity)	
9. Category of vendor (Normal registered / Registered under composition/ Unregistered / Located outside India)	
10. Address	
11. State code (Code as prescribed under GST)	
12. Latest Contact No.	
13. Latest Fax No. (if any)	
14. Latest E-mail ID (if any)	
15. GSTIN allotted by the Government (along with registration certificate)	
16. Effective date of registration	

**Comments:**

1. The information at Sl. No. 8 to 16 needs to be provided for each of the supplying State separately to us.
2. In case, you have obtained more than one registration in a State for different business verticals, the information at Sl. No. 8 to 16 needs to be provided for the additional registrations in the same State separately.

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**HLL INFRA TECH SERVICES LIMITED (HITES)**

(Subsidiary of HLL Lifecare Limited

A Government of India Enterprise)

**PROFORMA FOR AGREEMENT**

**THIS AGREEMENT** made this ..... day of ..... between HLL Infra Tech Services Ltd., having its Head Office at B-14 A, Sector 62, Noida, Uttar Pradesh 20 (which expression shall mean and include its successor or successors in office and assignee) acting through the Chief Engineer (FMD), HLL Infra Tech Services Ltd., ..... Hereinafter called 'The HITES' on the one part and M/s./ Shri ..... Hereinafter called the "Contractor" (which expression shall mean and include their heirs executors and administrators and assignee) of the other part.

**WHEREAS** The HITES being desirous of having provided and executed certain works mentioned, enumerated or referred to in the specifications, conditions of contract, schedule of quantities of works, drawings, and other documents consisting of the "Tender" and acceptance thereof, copy hereto annexed, all of which are deemed to form part of this contract and are included in the term **CONTRACT** whenever herein used.

**AND WHERE AS** The HITES accepted the tender of Contractor..... for the provision and the execution of the said work at the rates stated in the Schedule of quantities of work (hereinafter called the "Schedule of rates") upon the terms and subject to the condition of contract.

**NOW THIS AGREEMENT WITNESSTH & IT IS HEREBY** agreed and declared as follow:

1. In consideration of the payments to be made to the contractor for the work to the executed by him, the contractor does hereby covenant with the HITES that the contractor shall and will duly provide, execute, and complete the said works on or before the dates mentioned in the said conditions attached to the tender documents and shall maintain the same at his own cost for a period of six/twelve months thereafter, perform another acts and things in the contract mentioned described of which are to be implied there from or may be reasonably necessary, for the completion of the said works and in the manner and subject to the terms and conditions of stipulations mentioned in the contract.
2. In consideration of the due provision, execution, and completion of the said works the HITES does hereby agree with the contractor that the HITES will pay to the contractor of the respective amount for the work actually done by him at the "Schedule or Rate" as contained in the appended schedule and such other sums as may become payable to the contractor under the provisions of the contract, such payments to be made at such time and in such manner as provided for in this agreement.
3. The contractor has furnished a sum of Rs..... as Earnest Money and agrees that the balance Security Deposit amounting to Rs..... shall be recovered from the bills payable to the contractor from time to time till the whole of the Security Deposit of Rs..... Stipulated in the memorandum of the tender is recovered.
4. In consideration of the due provision, execution and completion of the said works, the contractor does hereby agree to pay the HITES the sum as may be due to the other sum or sums as may become payable to the HITES towards loss / damage to the HITES's equipment, materials, plant and machinery, liquidated damages, if any as set forth in the said conditions of contract such payments to be made at such time and in such manner as is provided in the contractor.

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IN WITNESS WHEREOF the parties have executed these presents in duplicate the date and year first above written.

SIGNED AND DECLIVERED FOR AND ON BEHALF OF M/s. / Shri .....  
IN THE PRESENCE OF  
WITNESS

1.

2.

SIGNED AND DELIVERED FOR AND ON BEHALF OF THE  
HITES  
IN THE PRESENCE OF  
WITNESS

1.

2.

**PERFORMANCE GUARANTEE / BANK GUARANTEE BOND**

In consideration of HLL Infra Tech Services Limited (hereinafter called HITES of the other part) having offered to accept the terms and conditions of proposed agreement between ..... And .....  
(Hereinafter called the said contractor(s) for the work.....

..... (Hereinafter called "the said agreement") having agree to production of an irrevocable bank guarantee for Rs.....  
(Rupees.....only) as a security/ guarantee from the Contractor (s) for Compliance of his obligations in accordance with the terms & Condition in the said agreement.

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

2. We.....do hereby undertake to pay the amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the HITES 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 HITES 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 there under, and the contractor(s) shall have no claim against us for making such payment.

4. We ..... further agree that the Guarantee herein contained shall (indicate the name of bank remain full force and effect during tile period that would be taken for the performance of the said agreement and it shall continue to be enforceable till all the dues of the HITES under for by virtue if the said agreement have been fully paid and its claims satisfied or discharged till the Engineer-in-charge on behalf of the HITES certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We ..... further agree with the HITES that the HITES (indicate the name of the Bank) shall have the fullest liberty without our Consent and without effecting in any manner obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time of the powers exercisable by the HITES 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 for any forbearance act of omission on the part of the HITES or any indulgence by the HITES 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 or have effect of so relieving us

6. The Guarantee will not be discharged due to the change in the constitution of the bank of the Contractor(s).

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7. We..... Lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the HITES in writing.

8. This Guarantee shall be valid up to unless extended on demand by the HITES notwithstanding anything mentioned above, our liability against this guarantee restricted to Rs..... (Rupees..... Only) and unless a claim in writing is lodged liabilities under Guarantee shall stand discharged.

Dated the ..... Day of ..... For .....

**Indicate the name of the Bank**

**PART III**  
**FINACIAL BID - SUMMARY OF O&M COST**

<b>Cost for providing Operation and maintenance service at JIPMER Phase I, II and III Buildings</b>		
<b>Sl No</b>	<b>Particulars</b>	<b>Amount</b>
1	O&M Manpower Cost [Refer BOQ 1]	
3	CAMC and NAMC cost for Phase I&II building utilities [Refer BOQ 2]	
4	Spares and Consumables [Refer BOQ 3]	
5	Civil Repairs and Interior Painting of building [Refer BOQ 4]	
6	<b>Total</b>	
<b>Rupees..... only )</b>		

**Note:** The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit the Site of Works and obtain all information necessary for preparing the Bid. The Bidder shall quote his price which shall include GST. In case of discrepancy in the rates quoted in words and figures, the rates in words will be considered for evaluation.

**Signature of Authorized Signatory with Seal and Date**

**Name of Firm, Address and Email ID**

## **FINACIAL BID BOQ-1**

### **MANPOWER**

<b>Sl No</b>	<b>Description</b>	<b>Manpower</b>	<b>Rate per month</b>	<b>Amount</b>	<b>Cost per annum</b>
1	Highly skilled	22			
2	Skilled	169			
3	Semi- skilled	27			
<b>Sub total Amount</b>					
<b>GST @ 18% on Sub total Amount</b>					
<b>Total Amount</b>					
Rupees..... only )					

Note :

- 1) Central Government Minimum wage Category area "B" and all the statutory wage calculation rules shall be followed.
- 2) Submit Wage Break up as per the format given below

**Manpower budgeting for Phase I,II and III building JIPMER Puducherry**

Minimum wages as per central wages payable to employees engaged in the category as "Construction Or Maintenance of Building " applicable state: zone - B					
SI No	Description	%	MW revision w.e.f 01-04-2018		
			Semi-Skilled	Skilled	Highly Skilled
1	Per day rates of Minimum Wages declared by GOI (Basic + DA)		522.00	612.00	673.00
2	Minimum Wages Payable 26 days		13572.00	15912.00	17498.00
3	EPF Employer Contribution	13.15			
4	ESIC Employer Contribution	4.75			
5	Bonus	8.33			
6	Total Wage per month				
7	Service charges (including uniform, leave wages, tools and service provider Management fee)				
8	<b>Manpower cost per month</b>				

**FINACIAL BID BOQ -2**



## CAMC AND NAMC FOR BUILDING UTILITIES

Sl	Description	Make	OEM / Vendor	QTY	Rate	Amount	Total cost
1	<b>DG (NAMC)</b>						
	750 KVA	Cummins	Powerica	6			
	250 KVA	Cummins	Powerica	4			
	40 KVA	Koel	Bharath diesel	1			
	93.5 HP	Greaves Cotton	Network Diesel	1			
	127 HP	Kirloskar	Bharath diesel	1			
	79 HP - Auditorium	Kirloskar	Bharath diesel	1			
	84 HP - Admin block	Ashok Leyland	Network Diesel	1			
	85 HP - EMSD	Ashok Leyland	Network Diesel	1			
2	<b>UPS (NAMC)</b>						
	80 KVA	Eaton	Eaton	3			
	15 KVA	Eaton	Eaton	2			
	120 KVA	Emerson	Vertiv	1			
	80 KVA	Emerson	Vertiv	2			
	60 KVA	Emerson	Vertiv	2			
	30 KVA	Emerson	Vertiv	1			
	20 KVA	Emerson	Vertiv	4			
	10 KVA	Emerson	Vertiv	1			
	20 KVA	Power sign	Power sign	3			
	10 KVA	Power sign	Power sign	1			
	6 KVA	Power sign	Power sign	1			
	15 KVA	Numeric		1			
	10 KVA	Numeric		2			
	5 KVA	Numeric		7			
3	<b>EPABX - NAMC</b>						
	Phase I	Alcatel-Lucent	BPL	1			
	Phase II	Alcatel OXE OMNI PCX	BPL	1			
4	<b>Lifts - CAMC</b>						
	LB6261, LB6262	Johnson Lift	Johnson Lift	2			
	LB6263, LB6264			2			
	LB6265, LB6266			2			
	L-D 6255, L-D 6256	Johnson Lift	Johnson Lift	2			
	L-D 6257			1			
	L-D 6258, L-D 6259			2			
	L-D 6260, L-D 6261			2			

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	L-D 6262, L-D 6263, L-D 6264			3			
	L-D 6265, L-D 6266			2			
	L-D 6267			1			
	L-D 6268			1			
	L-D 6269			1			
	L-D 6270			1			
	L-D 6271, L-D 6272			2			
	L-E 6697			1			
5	<b>Chiller - NAMC</b>						
	Phase I- 330 TR	York	Johnson control	4			
	Phase II - 250 TR -2 & 100 TR -1			3			
6	<b>Split A/C - CAMC</b>						
	0.75 TR	Voltas, Bluestar, LG, Dakin, Carrier		14			
	1 TR			32			
	1.5 TR			173			
	2 TR			363			
	2.5 TR			3			
	3 TR Split			11			
	3 TR Cassette Type			3			
	4 TR Multi split			4			
	4.5 TR Verticool A/C			1			
7	<b>Air compressors - NAMC</b>						
	Phase I	Anest Iwata	Anestiwata motherson	7			
	Phase II	Anest Iwata	Anestiwata motherson	2			
8	<b>Vacuum pump - NAMC</b>						
	Phase I	Ingersoll Rand	Equipment and spares	7			
	Phase II	Ingersoll Rand	Equipment and spares	2			
9	<b>Air Dryer - NAMC</b>						
	Phase I	Premier / Gem	Sriram service	7			
	Phase II	Trident	Sriram service	2			
10	<b>Water purifiers CAMC</b>						
	15 Ltr capacity			180			

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	25 Ltr capacity			50			
11	Fire panel - NAMC						
	Fire panel - Conventional	Ravel		8			
	Fire panel - Addressable	Notifier 3, Bosch-1, Siemens -1		5			
12	TSSU - NAMC						
	ETO Sterilizer	Lazer	Lazer	1			
13	Networking , Computer and printers - NAMC						
	Phase I	Computer		290			
		Printer		122			
		Network Switch		25			
	Phase II	Computer		250			
		Printer		100			
		Network Switch		34			
Sub total Amount							
GST @ 18% on Sub total Amount							
Total Amount							
Rupees..... only )							

**Note :Rates shall be inclusive of service provider's margin for management fee**

**Note:**

1. Rates shall be inclusive of service provider's margin for management fee
2. NAMC – Non Comprehensive Annual Maintenance; CAMC- Comprehensive Annual Maintenance
3. CAMC utilities are Lifts, Split Air conditioners and Water Purifiers; other utility services shall be quoted as NAMC.

### FINACIAL BID BOQ -3

#### SPARES AND CONSUMABLE

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<b>CIVIL Spares and Consumable</b>								
<b>Sl. No</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Gross Amount</b>	<b>GST</b>	<b>Amount</b>	<b>Make</b>
1	Square lock, Steel	Each	75					Godrej or equivalent.
2	Rectangular Lock, Steel	Each	60					Godrej or equivalent.
3	Mortice latch and lock, Steel	Set	30					Godrej or equivalent.
4	Padlock, 7 levers, Steel	Each	80					Godrej or equivalent.
5	Needle Lock, Steel	Each	80					Godrej or equivalent.
6	Ball Bearing Drawer Channel, 300mm	Set	20					Godrej or equivalent.
7	Hydraulic door closer tubular type, Aluminium, 80 - 120kg	Each	50					Godrej or equivalent.
8	Aluminum door stopper, Single, 125mm	Each	25					Hindalco or equivalent.
9	Double action hydraulic floor spring with stainless steel cover plate	Each	5					Everite or equivalent.
10	Aluminum Door Handle 4"	Each	40					Everite or equivalent.
11	Aluminum Door Handle 6"	Each	45					Everite or equivalent.
12	Aluminium Aldrop 10"	Nos	35					Everite or equivalent.
13	Casement handle for window, Aluminium	Each	15					Everite or equivalent.
14	Aluminium Tower bolt (barrel type) 150x10 mm	Each	25					Everite or equivalent.
15	Brass butt hinges (heavy type) : 125x85x5.5 mm(0.70 kg)	Each	45					Godrej or equivalent.

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16	Slip on Hinge, Steel, Full Overlay	Each	50					Godrej or equivalent.
17	0 Degree Hinges, Steel, Inset	Each	15					Godrej or equivalent.
18	Glass Door Hinges, Steel, Wall To Glass Hinge 90°	Set	25					Godrej or equivalent.
19	CPVC Solvent Cement 100 ml	Each	75					Astral or equivalent.
20	UPVC Solvent Cement 100ml	Each	75					Astral or equivalent.
21	PVC Solvent Cement 100ml	Each	75					Astral or equivalent.
22	M-Seal 100 gms	Each	75					
23	Shellac 50ml	Each	100					
24	Silicone Sealant Transparent 280ml	Each	50					Dr. Fixit or equivalent
25	Teflon Tape 1/2" 10 mtrs	Each	500					Conforming to IS as approved by Engineer-in-Charge.
26	Glass Putty	Kg	30					Jaypee or equivalent
27	Cement based Putty	Kg	30					Birla or equivalent
28	Araldite 36g	Nos	15					
29	C.P. brass waste coupling 32 mm	Each	75					Jaguar
30	Shower rose C.P. brass for 15 to 20 mm inlet 100 mm dia	Each	10					Jaguar
31	Flexible (coil shaped) PVC waste pipe for sink and wash basin 32 mm dia with length not less than 700 mm i/c PVC waste fittings	Each	75					Prince

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32	UPVC connection pipe with brass union 45 cm long 15 mm bore	Each	25					Prince
33	Florentine Pillar Cock 5031	Each	30					Jaquar
34	Florentine Bib Cock 5043	Each	30					Jaquar
35	Two way Bib Cock CON 041 JAQ	Each	30					Jaquar
36	Bib Cock Push Type, 15mm, Brass with Chrome finish	Each	30					Jaquar
37	Angular Stop Cock, 15mm, Brass with Chrome finish	Each	30					Jaquar
38	Pillar Cock Long neck CON CHR 021 KN	Each	30					Jaquar
39	Long Body Bib cock CON 107	Each	30					Jaquar
40	PTMT Pillar Cock, 15mm	Each	40					Prince
41	PTMT Long Body Bib cock, 15mm	Each	40					Prince
42	PTMT Short Body Bib cock, 15mm	Each	40					Prince
43	Extended handle Lever Bib Cock 5043N	Each	20					Jaquar
44	Surgical Elbow Action Bib Cock, 15mm, Brass with Chrome finish	Each	10					Jaquar
45	Brass Spindle, 1/2", Brass	Each	50					ESS, Jaquar
46	Health Faucet 563	Each	30					Jaguar
47	Flush tank White Slimline	Nos	15					Parryware
48	Flush tank Washer	Nos	500					Conforming to IS as approved by Engineer-in-

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								Charge.
49	Wash Basin, 460 x 350 mm	Nos	10					Parryware
50	Stainless Steel Sink 24" X 18" X 8"	Nos	10					Jayna
51	Urinal Magnum White, 380 x 400 x 590 mm	Nos	5					Parryware
52	Urinal Clamp	Each	10					Conforming to IS as approved by Engineer-in-Charge.
53	Brass Urinal Spreader	Each	25					Jaguar
54	Urinal Push cock	Each	25					Jaguar
55	Flow meter 75mm Dia	Nos	5					Kranti or equivalent
56	Stainless Steel grating 125 mm X 125mm	Each	50					Chilly
57	Connection Tube Washer	Each	100					Conforming to IS as approved by Engineer-in-Charge.
58	Wash Basin Fischer Bolt 12mm	Each	15					Conforming to IS as approved by Engineer-in-Charge.
59	Wash Basin Brackets	Set	15					Conforming to IS as approved by Engineer-in-Charge.
60	Vacuum Plunger, 100mm dia	Each	100					Conforming to IS as approved by Engineer-in-Charge.
61	Thread Ball Big	Each	20					
62	Towel Rod, Stainless steel, 300mm	Each	30					Jaguar
63	Towel Ring, Stainless steel, 200mm Dia	Each	30					Jaguar

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64	Screen Holder, 25mm dia, Powder coated Aluminium	Each	50					Conforming to IS as approved by Engineer-in- Charge.
65	PVC Seat Cover White	Each	40					Parryware
66	Seat Cover Hinges	Each	50					Conforming to IS as approved by Engineer-in- Charge.
67	Plastic holder for Health Faucet	Each	50					Conforming to IS as approved by Engineer-in- Charge.
68	Stainless Steel Soap Dispenser, 150 x 100mm	Each	25					Hindustan
69	1 1/4 " UPVC SCH 40	m	150					Astral or equivalent.
70	1 1/2 " UPVC SCH 40	m	150					Astral or equivalent.
71	3/4 " CPVC SDR 11	m	150					Astral or equivalent.
72	1" CPVC SDR 11	m	150					Astral or equivalent.
73	1 1/4 " CPVC SDR 11	m	150					Astral or equivalent.
74	3/4" UPVC Elbow	Each	70					Astral or equivalent.
75	1 1/4 "U PVC Elbow	Each	120					Astral or equivalent.
76	2 1/2 " UPVC Elbow	Each	40					Astral or equivalent.
77	3/4" UPVC FTA	Each	50					Astral or equivalent.
78	1" UPVC FTA	Each	30					Astral or equivalent.
79	1 1/4" UPVC FTA	Each	70					Astral or equivalent.
80	3/4" UPVC MTA	Each	50					Astral or equivalent.
81	1" UPVC MTA	Each	20					Astral or equivalent.
82	1 1/4 " UPVC MTA	Each	30					Astral or equivalent.
83	3/4" UPVC Tee	Each	30					Astral or



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								equivalent.
84	1" UPVC Tee	Each	20					Astral or equivalent.
85	1 1/4" UPVC Tee	Each	40					Astral or equivalent.
86	3/4" UPVC Coupling	Each	40					Astral or equivalent.
87	1" UPVC Coupling	Each	50					Astral or equivalent.
88	1 1/4" UPVC Coupling	Each	70					Astral or equivalent.
89	1 1/2" UPVC Coupling	Each	70					Astral or equivalent.
90	2 1/2" UPVC Coupling	Each	40					Astral or equivalent.
91	1 1/2" X 1 1/4" UPVC Reducer	Each	40					Astral or equivalent.
92	1" UPVC Dummy	Each	20					Astral or equivalent.
93	3/4" CPVC Coupling	Each	40					Astral or equivalent.
94	1" CPVC Coupling	Each	40					Astral or equivalent.
95	1 1/4" CPVC Coupling	Each	40					Astral or equivalent.
96	1 1/2" CPVC Coupling	Each	40					Astral or equivalent.
97	3/4" X 1 1/2" CPVC Elbow	Each	50					Astral or equivalent.
98	3/4" CPVC Elbow	Each	70					Astral or equivalent.
99	1" CPVC Elbow	Each	70					Astral or equivalent.
100	1" X 3/4" CPVC Elbow Brass	Each	70					Astral or equivalent.
101	3/4" X 1 1/2" MTA CPVC Brass	Each	70					Astral or equivalent.
102	3/4" CPVC MTA	Each	40					Astral or equivalent.
103	1" CPVC MTA	Each	40					Astral or equivalent.
104	1 1/4" CPVC MTA	Each	50					Astral or equivalent.
105	1 1/2" CPVC MTA	Each	40					Astral or equivalent.
106	3/4" CPVC Tee	Each	40					Astral or

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								equivalent.
107	1" CPVC Tee	Each	30					Astral or equivalent.
108	1X3/4" CPVC Reducer	Each	20					Astral or equivalent.
109	3/4" CPVC FTA	Each	40					Astral or equivalent.
110	3/4 X 1/2" FTA CPVC	Each	50					Astral or equivalent.
111	1/2" CPVC FTA Brass	Each	70					Astral or equivalent.
112	3/4 CPVC Dummy	Each	40					Astral or equivalent.
113	3/4" CPVC Clamp	Each	70					Astral or equivalent.
114	GI Reducer 3/4 X 1/2"	Each	40					R' Brand or equivalent.
115	1/2" Extension Nipple	Each	70					R' Brand or equivalent.
116	3" Extension Nipple	Each	70					R' Brand or equivalent.
117	1/2" Hex Nipple	Each	100					R' Brand or equivalent.
118	Foot Valve 1" PVC	Each	50					Supreme or equivalent.
119	NRV 2 1/2" , GI	Each	20					Kirloskar/ CRI
120	NRV 3" , GI	Each	20					Kirloskar/ CRI
121	Butterfly Valve 2 1/2" , GI	Each	20					Kirloskar/ CRI
122	Butterfly Valve 3" , GI	Each	20					Kirloskar/ CRI
123	Brass Float Valve 2"	Each	20					Kirloskar/ CRI
124	Brass Ball Valve 1/2"	Each	20					Leader or equivalent.
125	Brass Ball Valve 3/4"	Each	20					Leader or equivalent.
126	Brass Ball Valve 1"	Each	20					Leader or equivalent.
127	Brass Ball Valve 2"	Each	20					Leader or equivalent.
128	12" L Clamp	Each	50					Conforming to IS as approved by Engineer-in-Charge.

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129	Hacksaw Blade	Each	100					Conforming to IS as approved by Engineer-in-Charge.
130	Caustic Soda	Kg	75					
131	2"Brush	Each	15					Padmashri
132	4" Brush	Each	15					Padmashri
133	Emery sheet, 150 grade	Each	100					Conforming to IS as approved by Engineer-in-Charge.
134	Wood Cutting Blade 5"	Nos	50					Conforming to IS as approved by Engineer-in-Charge.
135	45 X 10 Wood Screw, Steel	Box	50					Conforming to IS as approved by Engineer-in-Charge.
136	3/4" Star Head Screws Black, Steel	Nos	10000					Conforming to IS as approved by Engineer-in-Charge.
137	5/8" Star Head Screws Black, Steel	Nos	10000					Conforming to IS as approved by Engineer-in-Charge.
138	1 1/2" Star Head Screws Black, Steel	Nos	10000					Conforming to IS as approved by Engineer-in-Charge.
139	2" Star Head Screws Black, Steel	Nos	10000					Conforming to IS as approved by Engineer-in-Charge.
140	Renderoc Plug	Kg	50					
141	Fevicol SH	Kg	10					
142	Fevicol SR	L	50					
143	White Cement	Kg	100					JK or equivalent.
144	Cement	Bag	10					Ultratech or equivalent.
145	River Sand	cum	50					Sample to be got approved by Engineer-in-Charge.

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146	Red Bricks	Nos	1000					Sample to be got approved by Engineer-in-Charge.
147	Reinforcement Steel	kg	100					TATA or equivalent.
148	Laminates 0.8mm tk 8' X 4'	Nos	20					Decolam or equivalent.
149	Plywood 12mm tk 8' X 4'	Nos	20					Greenply or equivalent.
150	Plywood 18mm tk 8' X 4'	Nos	20					Greenply or equivalent.
151	Gypsum Board 12mm tk 6' X 4'	Nos	20					Gyproc or Equivalent
152	Acrylic Sheet 2mm tk 8' X 4'	Nos	15					Conforming to IS as approved by Engineer-in-Charge.
153	Acrylic Sheet 5mm tk 8' X 4'	Nos	15					Conforming to IS as approved by Engineer-in-Charge.
154	Acrylic Sheet 6mm tk 8' X 4'	Nos	15					Conforming to IS as approved by Engineer-in-Charge.
155	Telephone Stand, Steel	Nos	25					Conforming to IS as approved by Engineer-in-Charge.
156	Wall Clock	Nos	10					Ajanta
157	Mirror 600mm X 450mm	Each	20					Giant
158	Coat Hook (5 hook))	Each	25					Conforming to IS as approved by Engineer-in-Charge.
159	MS Chapel stand (4 Steps)	Each	25					Conforming to IS as approved by Engineer-in-Charge.
160	Felt Notice Board Size 2'X2'	Nos	30					Allark
161	Felt Notice Board Size 3'X5'	Nos	30					Allark
162	Non Magnetic	Nos	30					Allark

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	White board 11/2 X 2'							
163	Non Magnetic White board 2' X 2'	Nos	30					Allark
164	Non Magnetic White board 2' X 4'	Nos	30					Allark
165	Non Magnetic White board 2' X 3'	Nos	30					Allark
166	Non Magnetic White board 3' X 3'	Nos	30					Allark
167	Standard Acrylic Cover 30 Key Cabinets	Nos	15					Allark
168	Sodium hypochlorite	kg	7000					
<b>Medical Gas Plant Spares and consumables</b>								
1	O-ring and washers for O2, N2O, Vacuum jar	Nos	1500					
2	Connected Hose , 30 mtr roll	Roll	4					Sitaflex
3	Oxygen Flow meter, BPC type	Nos	250					Breathe easy
4	Ward Vacuum Unit full set 600 ML	Nos	250					Medflow
5	Ward Vacuum Unit Lid with jar 600 ML	Nos	250					Medflow
6	Theater Vacuum Unit full set 2000 ML	Nos	40					Medflow
7	Vacuum Jar with lid 2000 ML	Nos	40					Medflow
8	Vacuum Unit pressure gauge - 2"	Nos	150					EMPL
9	Medgas key Plug (Probe) - Oxygen	Nos	150					Medflow
10	Medgas key Plug (Probe) - Nitrous	Nos	150					Medflow

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	oxide							
11	Medgas key Plug (Probe) - Air	Nos	150					Medflow
12	Medgas key Plug (Probe) - Vacuum	Nos	150					Medflow
13	Regulator Diaphragm Kit	Set	150					IOX -14
14	Tile copper pipe	Nos	30					
15	Flow meter with Humidifier	Nos	250					Breathe easy
<b>TSSU Spares and consumables</b>								
1	Cartridges for ETO - Steri gas, Ethylene Oxide - 100 gm	Box	500					3M,
2	Indicator tape for Auto Clave	Roll	40					3M - Yellow color
3	Indicator tape for ETO	Roll	15					3M - Green color
<b>Firefighting and fire detection system Spares and consumables</b>								
1	Fire extinguishers DCP 6 Kg (sodium bi carbonate powder)	Kg	50					3M
2	Fire extinguishers ABC 6 Kg Refilling	Nos	400					Conforming to IS as approved by Engineer-in-Charge.
3	Fire extinguishers ABC 5&4 Kg Refilling	Nos	300					Conforming to IS as approved by Engineer-in-Charge.
4	Fire extinguishers ABC 1 Kg Refilling	Nos	4					Conforming to IS as approved by Engineer-in-Charge.
5	Fire extinguishers CO2 4.5 kg Refilling	Nos	25					Conforming to IS as approved by Engineer-in-Charge.

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6	Fire extinguishers CO2 3 kg Refilling	Nos	25					Conforming to IS as approved by Engineer-in- Charge.
7	Fire extinguisher DCP 50 kg refilling	Nos	2					Conforming to IS as approved by Engineer-in- Charge.
8	Fire extinguishers Foam type 50 ltr Refilling	Nos	2					Conforming to IS as approved by Engineer-in- Charge.
9	Fire extinguishers ABC Hose	Nos	200					apex
10	Fire extinguishers ABC body belt	Nos	350					apex
11	Fire extinguisher CO2 Bend with Hose 3kg	Nos	100					Conforming to IS as approved by Engineer-in- Charge.
12	Fire extinguishers CO2 Hose with horn 4.5kg	Nos	150					
13	Fire extinguishers CO2 neck clamp and handle	Nos	100					
14	safety pin for CO2	Per pack	100					
15	Safety pin for ABC	Per pack	100					
16	Operating sticker ABC	Nos	200					
17	Operating sticker CO2	Nos	200					
18	Hydrant RRL hose	Nos	25					Newage
19	Female adapter SS	Nos	20					Newage
20	Hydrant landing valve - Cast Iron	Nos	15					Newage
21	Fire Brigade Disk washer	Nos	50					
22	Female adapter blank cap with chain	Nos	50					
23	Male adapter	Nos	50					

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	blank cap with chain							
24	Female adapter washer	Nos	50					Newage
25	Hose reel hose (30 mtr) PVC	Nos	25					Newage
26	Hose reel hose with drum	Nos	10					Newage
27	Hose reel nozzle PVC	Nos	50					Newage
28	Firehose box (FRP)	Nos	10					
29	Smoke detectors notifier - FST - 851	Nos	100					notifier
30	Smoke detectors bosch - FAP - 0420	Nos	100					bosch
31	Conventional type MCP	Nos	10					Ravel
32	Sprinkler pendent type - 68 centigrade and K factor - 5.6	Nos	50					Tyco
33	Sprinkler upright type	Nos	50					Tyco
34	Sprinkler flexible hose - Unbraided	Nos	50					Tyco
35	Rosa plate	Nos	10					Tyco
36	Gland rope 10mm	Mtr	30					
37	Gland Rope 6mm	Mtr	30					
38	Gland rope 8 mm	Mtr	30					
39	Butterfly Valve 8" - Lever Type, PN 16	Each	5					Audco
40	Butterfly Valve 6" - Lever Type, PN 16	Each	5					Audco
41	Response indicator	Each	30					
42	Ball valve 1"	Each	20					italy
43	Ball valve 2"	Each	10					italy
44	Pressure gauge - liquid Type, up to	Each	10					



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	16 Kg/cm2							
45	Pressure switch liquid - RT series	Each	10					
<b>STP Spares and consumables</b>								
1	Gear Oil 140	Liter s	60					Vidol / Castrol
2	Grease	Kg	60					SKF
3	Sludge removal - 7 KL capacity tanker	load	60					Certified Agency
4	Spider washer	No.s	5					Ero
5	Nylon Brush	No.s	5					Nil
6	Mask	No.s	100					Nil
7	Fine bubble diffuser	Nos	50					Proflex
8	Gloves	set	10					Nil
9	Bearing 6305 2Z	No.s	2					SKF
10	Bearing 6306 2Z	No.s	2					SKF
11	Bearing 6204 2Z	No.s	2					SKF
12	Bearing 6304 2Z	No.s	2					SKF
13	Bearing 6209 2Z	No.s	2					SKF
14	Bearing 6309 2Z	No.s	2					SKF
15	Bearing 3207 2Z	No.s	2					SKF
<b>HVAC Spares and consumables</b>								
1	AHU Belt							
	SPA 1250	Set	3					Fenner
	SPA 1320	Set	3					Fenner
	SPA 1200	Set	2					Fenner
	SPA 1060	Set	2					Fenner
	SPA 1400	Set	2					Fenner
	SPA 1100	Set	3					Fenner
	SPA 1600	Set	2					Fenner
	SPA 1650	Set	2					Fenner
	SPA 1557	Set	2					Fenner
	SPA 1800	Set	3					Fenner
	SPA 1450	Set	3					Fenner
	SPA 1180	Set	3					Fenner

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	SPA 1500	Set	3					Fenner
	SPA 1700	Set	3					Fenner
	SPA 800	Set	15					Fenner
	SPA 1457	Set	2					Fenner
	SPA 1332	Set	3					Fenner
	SPA 1750	Set	3					Fenner
	SPA 1307	Set	3					Fenner
	SPA 1657	Set	2					Fenner
	SPA 1550	Set	2					Fenner
	SPA 1850	Set	3					Fenner
	SPA 1732	Set	3					Fenner
	SPA 1460	Set	3					Fenner
	SPA 900	Set	15					Fenner
	SPA 950	Set	3					Fenner
	SPB 1800	Set	2					Fenner
	A-1940/ A 75	Set	2					Fenner
	B 75	Set	2					Fenner
	B 69	Set	2					Fenner
	B 66	Set	2					Fenner
	B 68	Set	2					Fenner
	SPA 1280	Set	3					Fenner
2	Bearings 6203ZZ	Nos	20					SKF
3	Bearings 6204ZZ	Nos	20					SKF
4	Bearings 6206ZZ	Nos	20					SKF
5	Bearings 6307ZZ	Nos	20					SKF
6	Bearings 6312ZZ	Nos	20					SKF
7	Bearings 6313ZZ	Nos	20					SKF
8	Bearings SA204	Nos	20					SKF
9	Bearings SA205	Nos	20					SKF
10	Bearings SA206	Nos	20					SKF
11	Bearings SA207	Nos	20					SKF
12	Bearings SA208	Nos	20					SKF
13	NO / NC contactor relay	Nos	50					GIC - SM 501
14	Filters - Pre filter , 10 Micron, EU 4 grade	Nos	500					AAF/spectrum
15	Re winding for AHU,CSU, FCU							

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	Motors							
	5 HP Class C winding	Nos	4					
	10 HP Class C winding	Nos	4					
16	R134 - A refrigerant	Kg	325					
17	Chemical coil cleaning ( Freeze) 35 Ltr	Can	20					
18	Replacement of New remote Control Units Suitable for Split Ac Unit	Nos	5					
19	Replacement of New Service valve 5/8 with Flare nuts	Each .	10					
20	Replacement of New Service valve 1/2 with Flare nuts	Each .	10					
21	Replacement of New Service valve 3/8 with Flare nuts	Each .	10					
22	Replacement of New Service valve 1/4 with Flare nuts	Each .	10					
23	Replacement of Drain Hose	Each .	20					
24	Replacement of Compressor Mounting Bush	Each .	5					
25	Repairing Charges for PCP Assembly	Each .	5					
26	Gas Refilling charges 2.0 Ton Capacity unit	Each .	15					
27	Gas Refilling charges 1.5Ton Capacity unit	Each .	15					
28	Gas Refilling	Each	15					

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	charges 1.0 Ton Capacity unit	.						
29	Routine Service Split AC 1,1.5/2.0 Ton Capacity	Each	5					
30	Pump down Split AC 1.5 /2.0 Ton Capacity	Each	5					
31	Gas Welding ,Nitrogen Flushing, leak Testing Charge	Each	5					
32	Reinstallation charges of Split AC	Each	5					
33	Service Charges of Stabilizer	Each	5					
34	Fan Blade	Each	5					
<b>Electrical Spares and consumables</b>								
1	1 x 18w Electronic ballast	Each	350					Havells/Philips
2	2 x 18w Electronic ballast	Each	300					Havells/Philips
3	1 X 36w Electronic ballast	Each	800					Havells/Philips
4	2 X 36w Electronic ballast	Each	910					Havells/Philips
5	1 X 28w Electronic ballast	Each	910					Havells/Philips
6	2 X 28w Electronic ballast	Each	910					Havells/Philips
7	70w MH choke	Each	50					Havells/Crompton Greaves
8	150w MH choke	Each	30					Havells/Crompton Greaves
9	250w MH choke	Each	50					Havells/Philips
10	2 X 36 Analog dimmable choke	Each	30					Havells/Philips
11	18w 2 pin CFL	Each	90					Havells
12	18w 4 pin CFL	Each	700					Havells
13	36w 4 pin CFL	Each	200					Havells
14	36w Tube Light	Each	750					Havells

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15	70w SV lamp	Each	10					Havells
16	250w SV lamp	Each	10					Havells
17	70w MH lamp	Each	10					Havells
18	150w MH lamp	Each	70					Havells
19	250w MH lamp	Each	70					Havells
20	2 feet tube light	Each	40					Havells
21	15w CFL	Each	90					Havells
22	10w bulb CFL (Bulkhead)	Each	90					Havells
23	100w bulb (Halogen)	Each	10					Havells
24	2.5 mfd capacitor	Each	1500					Havells
25	Tube Light Starter	Each	400					Havells
26	63A RCCB four pole	Each	20					Havells
27	Insulation Tape	Each	500					-
28	10 mfd capacitor	Each	250					Havells
29	33 mfd capacitor	Each	250					Havells
30	6A switch - 2 way	Each	250					Crabtree /Roma/MK/No rth West/ Schneider/ABB
31	16A switch - 2 way	Each	250					Crabtree /Roma/MK/No rth West/ Schneider/ABB
32	6A socket - Modular Type	Each	1700					Crabtree / Anchor Roma
33	16A socket - Modular Type	Each	1300					Crabtree / Anchor Roma
34	RJ 11 socket	Each	200					Crabtree / Anchor Roma
35	RJ 45 socket	Each	200					Crabtree / Anchor Roma
36	2 module plate	Each	120					Crabtree / Anchor Roma
37	3 module plate	Each	120					Crabtree / Anchor Roma
38	4 module plate	Each	120					Crabtree / Anchor Roma
39	6 module plate	Each	120					Crabtree / Anchor Roma

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40	8 module plate	Each	120					Crabtree / Anchor Roma
41	9 module plate	Each	120					Crabtree / Anchor Roma
42	2 module surface box	Each	120					Crabtree / Anchor Roma
43	3 module surface box	Each	120					Crabtree / Anchor Roma
44	4 module surface box	Each	120					Crabtree / Anchor Roma
45	6 module surface box	Each	120					Crabtree / Anchor Roma
46	8 module surface box	Each	120					Crabtree / Anchor Roma
47	9 module surface box	Each	120					Crabtree / Anchor Roma
48	Fan Regulator regular	Each	200					Crabtree / Anchor Roma
49	Fan Regulator Electronic	Each	150					Crabtree / Anchor Roma
50	6A plug top	Each	190					Crabtree / Anchor Roma
51	16A plug top	Each	190					Crabtree / Anchor Roma
52	4 pole ELCB 63A	Each	50					Havells
53	Switch board screw MS	Each	1500					-
54	Panel Indicators (R, Y, B, G) Approved Make	Each	240					-
55	1.5 Sqmm lug Copper	Each	300					-
56	2.5 Sqmm lug Copper	Each	300					
57	6 Sqmm Lug Copper	Each	50					
58	4.0 Sqmm lug Copper	Each	200					-
59	1.5 sqmm FRLS copper wire(300 mts coil )	Coil	45					Polycab/ RR
60	2.5 sqmm FRLS copper wire(300 mts coil )	Coil	45					Polycab/ RR
61	4.0 sqmm FRLS copper wire(200	Coil	45					Polycab/ RR

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	mts coil )							
62	Telephone receiver cable (1meter)	Each	275					-
63	RJ 11 Telephone cable (90 Mtr)	Coil	270					Delton
64	RJ 45 Telephone cable (305 Mtr)	Each	250					
65	RJ 11 2 pin jack	Each	330					Crabtree
66	RJ 11 4 pin jack	Each	330					Crabtree
67	RJ 45 4 pin jack	Each	250					
68	63 A 4 way connector	Each	50					-
69	C 10A single pole MCB	Each	150					Havells
70	C 20A single pole MCB	Each	250					Havells
71	32A 2 pole MCB - C curve	Each	30					Havells
72	32A 4 pole MCB - C curve	Each	50					Havells
73	63A 4 pole MCB - C curve	Each	50					Havells
74	CRC spray 300ml	Each	70					-
75	4 pole ADD on block EN 60947-5-1 (MNX-A2), TA1- DN 40	Each	20					L&T, TC
76	ON, OFF switches	Each	90					-
77	25 X 8 screws MS	Box	20					-
78	35 X 8 screws SS Box	Box	30					-
79	50 X 8 screws SS Bolt nut with washer	Nos	250					
80	6mm Fishers box	box	300					-
81	10 X 40 mm bolt nuts	Each	50					-
82	10 X 65 mm bolt nuts	Each	50					-
83	1/4 X 1/4 bolt nuts	Each	50					-
84	Cotton Wastes	Kg	600					-

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85	CAT - 6 data cable (180mts)	Roll	30					Delton
86	2 pair telephone cable (180mts)	Roll	25					Delton
87	6A HRC fuse	Each	75					Schneider
88	150A HT Fuse	Each	50					
89	100A HT Fuse	Each	50					
90	10A HRC fuse	Each	75					Schneider
91	10A glass fuse	Each	40					Schneider
92	1.5V Battery AA,AAA	Each	500					Duracell
93	9V Battery	Each	50					Duracell
94	Electronic Igniter 400 w	Each	150					Havells, CG
95	FTL Lamp holder	Each	150					-
96	CFL Lamp holder	Each	150					Anchor
97	Starter Holder	Each	150					Anchor
98	20A Plug & Socket board (With metal glad socket)	Each	50					Havells
99	Single phase ceiling fan Motor Rewinding	Each	600					Havells
100	12V Battery for UPS 18 AH	Each	440					Exide/ Rocket/ Amaron
101	20mm conduits - PVC	Mtr	500					Avonplast
102	Casing capping 1 inch	Nos	500					Modi
103	28 w T5 Lamp	Nos.	100					Havells
104	2X20 Insect Fly killer set	Nos.	50					Pesto flash
105	3KW Heater - Geyser	Nos.	100					Gemson
106	6KW Water Heater - Solar Panel	Nos.	30					Escort
107	Thermostat - Heating element	Nos.	100					
108	MCB Dummy	Nos.	100					Legrand
109	M Blank Plate - Switch Dummy	Nos.	50					Legrand



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110	A R Blank plate - Modular Dummy	Nos.	50					Anchor
111	Batten Holder Modular	Nos.	20					Anchor
112	Digital Timer - for street light	Nos.	20					
113	Panel Lock	Nos.	100					
114	Digital Wall clock	Nos.	30					Ajanta
115	Fan Clamp	Nos.	100					
116	Carter pin 1 inch	Nos.	200					TVS
117	MN2 overload relay 9-15 A	Nos.	20					
118	CR 2032 3V battery	Nos.	50					
119	SMF 12V 7 AH Batteries for lift car	Nos.	100					Exide/ Rocket/ Amaron
120	SMF 12 V 26 AH Batteries for UPS	Nos.	50					Exide/ Rocket/ Amaron
121	Calling bell with remote type	Nos.	20					Vinay
122	24 W Astra Line Plus	Nos.	30					Philips
123	R1 -2 m S Box	Nos.	100					Anchor
124	R 1M tresa plate	Nos.	100					Anchor
125	36 W 4 Pin CFL Holder	Nos.	50					
126	12 V DC Relay	No.	100					
127	Basic telephone	Nos	70					BPL
128	Supply of wall Mount fan coil Long Shaft	Nos.	200					
129	60W Incandescent Lamp	Nos.	20					Philips/ Havells
130	18W FTL	Nos.	20					Philips/ Havells
131	16Amps Iron Connector	Nos.	50					
132	25 Aqua angle Holder	Nos.	30					
133	120W Led slim Street light set	Nos.	30					CG/ Bajaj/ Havells
134	36W Led slim set	Nos.	100					Havells

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								/Crompton Greaves
135	18W LED lamp	Nos.	500					Havells /Crompton Greaves
136	7W LED Lamp	Nos.	50					Havells /Crompton Greaves
137	Welding rode 2.5 mm MS	Box	4					
138	Welding rode 3mm MS	Box	4					
139	Welding rode SS	Box	4					
140	Budget for replacement of spares and service other than rate contract	5000000						Percentage of Bidder's management fee to be mentioned in the rate colum
	TOTAL							
Rupees..... only )								

**Note: Rates shall be inclusive of service provider's margin for management fee**

**FINACIAL BID BOQ- 4**

**REPAIR AND MAINTENANCE OF CIVIL WORK AND INTERIOR PAINTING OF BUILDINGS**

<b>Annual Repair and Maintenance Contract for Civil works</b>					
<b>SI</b>	<b>DETAILS OF WORK</b>	<b>UNITS</b>	<b>QTY</b>	<b>RATE</b>	<b>AMOUNT</b>
	<b>Interior painting and Repairing of Wall cracks</b>				
1	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq. meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground, all complete as per directions of Engineer-In-Charge.				
	With cement mortar 1:4 (1cement: 4 coarse sand)	sqm	500.00		
2	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	sqm	67000.00		
3	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	sqm	5000.00		
4	Applying priming coats with primer of approved brand and manufacture, having low VOC (Volatile Organic Compound) content.				
	With ready mixed red oxide zinc chromatic on steel / iron works having VOC content less than 250 grams/ litre	sqm	1000.00		
	With water thinnable cement primer on wall surface having VOC	sqm	200.00		

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	content less than 50 grams/litre				
5	Wall painting with acrylic emulsion paint, having VOC (Volatile Organic Compound) content less than 50 grams/ litre, of approved brand and manufacture, including applying additional coats wherever required, to achieve even shade and colour.				
	One coat	sqm	7000.00		
6	Painting with synthetic enamel paint, having VOC (Volatile Organic Compound) content less than 150 grams/ litre, of approved brand and manufacture, including applying additional coats wherever required to achieve even shade and colour.				
	One coat	sqm	3000.00		
7	Finishing with Deluxe Multi surface paint system for interiors and exteriors using Primer as per manufacturers specifications :				
	Two or more coats applied on walls @ 1.25 ltr/10 sqm over and including one coat of Special primer applied @ 0.75 ltr /10 sqm	sqm	55000.00		
8	Wall painting with MRF Polyurethane Paint on old work, to give an even shade.	sqm	2000.00		
9	Floor painting with floor enamel paint of approved brand and manufacture of required colour to give an even shade :				
	Two or more coats on new work	sqm	250.00		
	<b>Repairs Addition and altration</b>				
10	Dismantling aluminium/ Gypsum partitions, doors, windows, fixed glazing and false ceiling including disposal of unserviceable surplus material and stacking of serviceable material within 50 meters lead as directed by Engineer-in-charge.	sqm	100.00		

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11	Dismantling tile work in floors and roofs laid in cement mortar including stacking material within 50 metres lead.				
12	For thickness of tiles 10 mm to 25 mm	sqm	650.00		
13	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge.				
14	Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)	cum	55.00		
15	Dismantling W.C. Pan of all sizes including disposal of dismantled materials i/c malba all complete as per directions of Engineer-in- Charge.	each	25.00		
16	Providing and fixing water closet squatting pan (Indian type W.C. pan ) with 100 mm sand cast Iron P or S trap, 10 litre low level white P.V.C. flushing cistern, including flush pipe, with manually controlled device (handle lever) conforming to IS : 7231, with all fittings and fixtures complete, including cutting and making good the walls and floors wherever required:				
17	White Vitreous china Orissa pattern W.C. pan of size 580x440 mm with integral type foot rests	each	25.00		
18	Providing and laying damp-proof course 40mm thick with cement concrete 1:2:4 (1 cement : 2 coarse sand (zone-III): 4 graded stone aggregate 12.5mm nominal size)	sqm	50.00		
19	Providing and laying damp-proof course 50mm thick with cement concrete 1:2:4 (1 cement : 2 coarse sand(zone-III) : 4 graded stone aggregate 20mm nominal size).	sqm	500.00		
20	Providing and laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS: 15622, of approved make, in all colours and shades, laid				

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	on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand), jointing with grey cement slurry @ 3.3kg/sqm including grouting the joints with white cement and matching pigments etc., complete.:				
21	Size of Tile 600x600 mm	sqm	250.00		
22	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS: 15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete.	sqm	250.00		
23	Providing and laying Ceramic glazed floor tiles of size 300x300 mm (thickness to be specified by the manufacturer) of 1st quality conforming to IS : 15622 of approved make in colours such as White, Ivory, Grey, Fume Red Brown, laid on 20 mm thick cement mortar 1:4 (1 Cement : 4 Coarse sand), jointing with grey cement slurry @ 3.3kg/sqm including pointing the joints with white cement and matching pigment etc., complete.	sqm	100.00		
24	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium				

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	sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately) :				
25	For fixed portion				
26	Powder coated aluminium (minimum thickness of powder coating 50 micron)	kg	2375.00		
27	For shutters of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately)				
28	Powder coated aluminium (minimum thickness of powder coating 50 micron)	kg	1140.00		
29	Providing and fixing 12 mm thick prelaminated particle board flat pressed three layer or graded wood particle board conforming to IS: 12823 Grade 1 Type II, in panelling fixed in aluminum doors, windows shutters and partition frames with C.P. brass / stainless steel screws etc. complete as per architectural drawings and directions of engineer-in-charge.				
30	Pre-laminated particle board with decorative lamination on both sides	sqm	285.00		
31	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge.				
32	With float glass panes of 5.50 mm thickness	sqm	285.00		

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33	Providing and fixing anodised aluminium grill (anodised transparent or dyed to required shade according to IS: 1868 with minimum anodic coating of grade AC 15) of approved design/pattern, with approved standard section and fixed to the existing window frame with C.P. brass/ stainless steel screws @ 200 mm centre to centre, including cutting the grill to proper opening size for fixing and operation of handles and fixing approved anodised aluminium standard section around the opening, all complete as per requirement and direction of Engineer-in-charge. (Only weight of grill to be measured for payment).	kg	145.00		
34	Providing and fixing aluminium sliding door bolts, ISI marked anodised anodic coating not less than grade AC 10 as per IS : 1868), transparent or dyed to required colour or shade, with nuts and screws etc. complete.				
35	250x16 mm	Nos	190.00		
36	Providing and fixing aluminium tower bolts, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868 ) transparent or dyed to required colour or shade, with necessary screws etc. complete.				
37	200x10 mm	each	190.00		
38	Providing and fixing aluminium handles, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade, with necessary screws etc. complete.				
39	125 mm	each	190.00		
40	Providing and fixing bright finished 100 mm mortice lock with 6 levers without pair of handles of approved quality for aluminium door, with necessary screws etc complete as per direction of Engineerin- charge.	each	95.00		



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41	Providing and fixing aluminium extruded section body tubular type universal hydraulic door closer (having brand logo with ISI, IS : 3564, embossed on the body, door weight upto 36 kg to 80 kg and door width from 701 mm to 1000 mm), with double speed adjustment with necessary accessories and screws etc. complete.	each	48.00		
42	Supplying and fixing sun control film of black shade including cost and conveyance of all materials,labour charges etc complete as per the direction of Engineer-in-charge	sqm	75.00		
43	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.	cum	50.00		
<b>Sub total Amount</b>					
<b>GST @ 18% on Sub total Amount</b>					
<b>Total Amount</b>					
Rupees..... only )					

**Note: Rates shall be inclusive of service provider's margin for management fee**