

University of Calcutta 87/1, College Street, Kolkata-700 073

E-Tender No: - 74/Eng./RSC/Substn.Mtc./20-21(2ndcall) Date:-01/10/2020

Item Rate BOQ:

Name of Work: Three Years Maintenance of Electrical installation of Rajabazar Science College, CU, Two boys hostel & Two ladies hostel-Routine, Preventive and breakdown maintenance of electrical installation including light, fan & substation of Rajabazar Science College, CU, Two boys hostel & Two ladies hostel.

- Earnest Money (EMD):Rs 50,000/- (Rupees Fifty Thousand)only. (To be deposited Online). For exemption of EMD see details.
- Completion time of the work: 36 Months from the date of issuing work order.
- Bid Validity Period: 120 days
- Name of the Concerned Department: Office of the University Engineer, Darbhanga Building, 87/1 College Street, Kolkata- 700073
- **Time Extension:** Time is the essence of the contract, generally no time of extension will be allowed. But, in case of Force Majeures, the extension of time may be considered on the basis of actual situation and subject to consideration of the Tender Inviting Authority.
- Penalty Charges: Penalty charges will be imposed @ 0.1 % per week, of the tendered amount subject to Maximum @ 10% of the tendered amount, if the work will not be completed within stipulated time period of the tender.
- Defect & Liability Period: 6(six) months from the date of final completion of the work.
- No extra payment to be paid beyond the tendered amount.
- The Tender Inviting Authority reserves the right to accept or reject any tender without assigning any reasons.
- The intending bidder must quote for all the items of work in BOQ, failing which his/her tender, will be cancelled.

Item Rate BOQ:

Bill Of Quantity(BOQ) & Price Bid Schedule

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Validate	Print Help	Item R	ate BoC	2			
Tender Inviti	ng Authority: Office of the Engineer, Darbhanga Building, 87/1 College Street, Kolkata-70	00073					
	rk: Three Years Maintenance of Electrical installation of Rajabazar Science College, CU ation of Rajabazar Science College, CU , Two boys hostel & Two ladies hostel.	, Two boys I	nostel & Tv	vo ladies hostel- Routine, F	reventive and breakdown i	naintenance of electrical installation including light	
Contract No:							
Name of the Bidder/ Bidding Firm / Company:							
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
NUMBER#	TEXT#	NUMBER#	TEXT#	NUMBER#	NUMBER#	TEXT #	
SI. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Per Month (Inclusive of All Govt. Taxes, G.S.T @ 12% and Labour welfare Csess@1%) Loading, Unloading, Carriage etc. complete Rs.	Unloading, Carriage etc. complete	TOTAL AMOUNT In Words	
1	2	4	5	13	54	55	
1	Routine, preventive breakdown maintenance of EI and Maintenance of 4X500 KVA_1X150KVA & 1x250KVA sub station including all buidings, compound light, Fan of Rajabazar Science College, One boys hostel at Vidyasagar street, two girls hostel (one is Radhanathbose lane & other is Beadon street) by providing four nos skilled worker and four no's un-skilled workers at two shifts as given below 1st shift: Skilled-02 & Semi Skilled-02 (2 PM to 10PM) 2nd shift: Skilled-02 & Semi Skilled-02 (2 PM to 10PM) (Note: Agency provided supervisor must have minimum one year experience of similar nature of works and SCC parts of 1,2,3,4,5,6A,6B,7A,7B,9,10,11,12, who will supervise the whole maintenance work) (As per NIT documents)	36	Per Month		0.00	INR Zero Only	
Total in Figur	Total in Figures				0.00	INR Zero Only	
Quoted Rate in Words					INR Zero Only	1	

Earnest Money (EMD):- Intending bidders are requested to deposit Rs. 50,000/-(to be deposited online) by each bidder only to be deposited by the bidder concerned electronically: online – through his net banking enabled bank account, maintained at any bank or: offline – through any bank generating NEFT/RTGS challan from the e-tendering portal. Intending bidder will get the beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the EMD from their respective Bank as per the Beneficiary Name & Account No., Amount, Beneficiary Bank name (ICICI Bank) & IFSC Code and e-Proc Ref No.Intending bidder who wants to transfer EMD through NEFT/RTGS must read the instruction of the Challan generated from E-Procurement site.

Bidders are also advised to submit EMD of their bid, at least 3 working days before the bid submission closing date as it requires considerable time for processing of Payment of EMD.

For getting exemption of EMD: - Biddersare requested to upload the relevant NSIC / MSME Registered Certificate against each item work for getting exemption of EMD, failing which their Tender will be rejected. For that they need to select the EMD page as Yes and provide the exemption type as fixed and put the actual EMD amount in Rupees and upload the exemptiondocument.

N.B.: During evaluation, the bidders may be invited and clarification/ information or additional documents or original hard copy of any of the documents already submitted may be sought from them & if these are not produced within the stipulated time frame, their bid will be liable to rejection.

Important Dates:

Sl. No.	Items	Publishing Date (s)
1	Date of uploading of N.I.T. & Tender documents (online) from this end	01/10/2020 ; 05:00 pm
2	Documents downloading, Starting date (online)	01/10/2020 ; 05:00 pm
3	Bid submission, starting date (online)	01/10/2020 ; 05:00 pm
4	Bid submission, closing date (online)	14/10/2020 ; 02:00 pm
5	Bid opening date for Technical Proposal (online)	16/10/2020 ; 02:00 pm
6	Date of uploading of the list of Technically qualified Bidder (online)	To be communicated
		later
7	Date and Place for opening of Financial Proposal (online)	To be communicated
		later
8	Date of uploading of the list of bidders along with the approved rate	To be communicated
		later

INSTRUCTIONS TO BIDDERS

Instructions / guidelines for electronic submission of tenders have been annexed for assisting the contractors to participate in e- tendering.

- I. Registration of Bidder: Any bidder willing to take part in the process of e -tendering will have to be enrolled & registered with the Government e Procurement system through logging on to https://wbtenders.gov.in.The bidder is to click on the link for e Tendering site as given on the web portal.
- **II. Digital Signature Certificate (DSC):** Each bidder is required to obtain a class II or class III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider.
- **III.** Collection of Tender documents: The bidder can search & download NIT & Tender documents electronically from computer once he/she logs on to the website mentioned in Clause 1 using the Digital Signature Certificate. This is the only mode of collection of Tender documents.

IV. Cost of Earnest Money (EMD)

Description of Items	Earnest Money (EMD) Quoted INR
Three Years Maintenance of Electrical installation of Rajabazar Science College, CU, Two boys hostel & Two ladies hostel-Routine, Preventive and breakdown maintenance of electrical installation including light, fan & substation of Rajabazar Science College, CU, Two boys hostel & Two ladies hostel.	Rs. 50,000/- (To be deposited Online)

V. Submission of Tenders:-

- **a. General process of submission: -** Tenders are to be submitted through online to the website **https://wbtenders.gov.in** in two folders at a time for each work, one is Technical bid and other is Financial Bid, before the prescribed date and time using the Digital Signature Certificates.
- **b. Technical Bid:-** Technical Bid contains scanned copies of the followings further in two covers (folder)

c. Online bid submission (Bidder/Contractor) process in https://wbtenders.gov.inportal, download the pdf file.

 $\frac{https://wbtenders.gov.in/nicgep/app?component=\%24DirectLink\&page=BiddersManualKit\&service=direct\&session=T\&sp=SfUVGgFbsFY0A3Fp2KziwO2\%2FVowZwVnRXQfMmjoH\%2Fn\%2BINATPO\%2BHMgQI5FFHZ3RkV1XPd8Y04M8ue\%0ADA0V3WhnuA\%3D\%3D$

VI. Statutory Cover Containing

i) For NIT and Corrigendum if any (Download the NIT and upload the same by through digital signature).

VII. NON-STATUTORY/MY DOCUMENTS containing the following documents:

Sl.No.	Category	Sub Category	Sub-Category Description
A.	Certificates	Certificates	PAN Card Professional Tax Registration Certificate GST Registration Certificate A. Valid Trade License S. NSIC / MSME Registered Certificate for getting Exemption of EMD. 6. For non-registered organizations under NSIC/MSME, EMD documents are to be enclosed. 7. PF, ESI certificate of enlistments 8. Certificates of technical persons(Such as Engineer, Supervisor, Technician etc.)
B.	Credential	Credentials of similar nature of works as per tender documents.	

Rejection of Bid:

Tender Committee reserves the right to accept or reject any Bid and to cancel the Bidding processes & reject all Bids at any time prior to the award of Contract without thereby incurring anyliability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Tender Committee's action.

Note: Failure of submission of any of the above mentioned documents will render the tender liable to be summarily rejected for both statutory &non statutory cover.

VIII. Financial Bid:- BOQ in INR (in excel sheet)

- i) The financial bid should contain the following documents in one cover (folder) i.e. Bill of Quantities (BOQ). The contractor is to quote the rate through online in the space marked for quoting rate in the BOQ.
- ii) Only downloaded copies of the above documents are to be uploaded, virus scanned & digitally signed by the contractor.

IX. Opening & Evaluation of Tender:-

Opening of Technical Bid:

- i) Technical bid will be opened by the University of Calcutta Officials. Intending bidders may remain present if they so desire. Statutory Cover (folder) would be opened first & if found in order and correct Non Statutory Cover (folder) will be opened. If there is any deficiency in the Statutory & Non statutory documents the tender will summarily be rejected.
- ii) Decrypted (transformed in to readable formats) documents of the non statutory cover will be downloaded & handed over to the evaluation committee.
- iii)List of technically qualified bidders would be uploaded.

NB: While evaluation, the committee may invite the bidders & seek clarification/ information or additional documents or original hard copy of any of the documents already submitted & if they are not produced within the stipulated time frame, their bid will liable for rejection.

X. Opening and evaluation of Financial Bid:

Financial bid of bidders declared technically eligible by the Committee will be opened electronically from the web portal on the prescribed date and time.

XI. Penalty for suppression / distortion of facts:

Submission of false document by bidder is strictly prohibited and will be liable for rejection of the tender.

UNIVERSITY ENGINEER (C.U)

GENERAL TERMS AND CONDITIONS

- 1. No Tenderwill be accepted after scheduled time anddate.
- 2. Unsealed Tender will not beaccepted.
- 3. The contractor should quote their rates inclusive of all taxes/duties/levies (i.e. Commercial Tax, Education Cess, TDS etc. as applicable to a contractor and are subject to deduction at source by the University from bills/dues) including wastage, transportation of material to the aforesaid work site,etc.
- 4. The tender should remain valid for acceptance by the University for a minimum period of 15 days from the date its opening, which period may be extended by mutual agreement and tenderer shall not cancel or withdraw the tender during thisperiod.
- 5. Tender with corrections and or overwriting if not authenticated will be liable for rejection. No advice for any change in rate or conditions after the opening of the tender will be entertained.
- 6. Time is the essence of this contract. The contractor whose tender is accepted shall take up the work on hand immediately from the date of receipt of written workorder.
- 7. The University does not bind itself to accept the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doingso.
- 8.The contractors are requested to acquaint themselves with the site conditions, terms & conditions, schedule of items and technical specifications of the tender and should seek requisite clarifications, if required, from this office before quoting therates.
- 9.The Earnest money deposit of amounting to Rs 50,000/- only by way of Bank draft/Banker's Cheque in favor of 'University of Calcutta' will have to be deposited along with the tender. The tenders received without Earnest Money Deposit are liable for rejection. For exemption of EMD please see the EMD clause. No interest shall be paid on the said deposit. The Successful contractor will have to deposit an amount of Rs. 50,000/- (fifty thousand) towards security deposit in the form of FDR/Bank Guarantee in favor of University of Calcutta in addition to EMD which will be retained by the same during entire period of contract period for due fulfillment ofcontract.

10.In case contractor fails to undertake the work at site within 7 days from the date of issue of work order, the University reserve the rights to entrust the work to any other contractor at its discretion and earnest money deposit of the defaulter contractor will beforfeited.

11. The contractors quoting abnormally low/erratic rates may be asked to submit additional performance guarantee in the form of Bank Guarantee of suitable amount decided by the University Engineer, before award of work.

12.If in the opinion of the University the rates quoted by any contractor are found unworkable keeping in view the specifications proposed and workmanship expected, the University may choose to reject such tenders within its sole discretion and without showing any cause to the contractors. Moreover, no claim/correspondence will be entertained by the University in such cases.

13. Conditional Tendersare liable forrejection.

Signature of

Contractor with Seal

Name of the Agency:

Address of the office of

the Agency:

Contact No.:

SCOPE OF WORK(MAINTENANCESERVICES)

ELECTRICAL MAINTENANCE/REPAIRS/REPLACEMENT

1)The scope of work will include Maintenance of all kind of Electrical installations and main HT/LT distribution of stated campuses like cables, wires, switches, all electrical lighting & power points, main switches, panels (LT panel of substation to local distribution panels &upto load end point) electrical fixtures, transformers, HTswitch gears at above sites.

2)The scope of works does not cover operation of motor-pump, AC machine(both window or split type) & any other instruments, computers at laboratories of stated campus or hostels.[L.T Side]

3)The following tests are to be carried out at least once in a year or more times as required in consultation with **University Engineer/SAE** of the respective site office and the test reports must be submitted to the University Engineer. During the tests, if any defects or deficiency be found in the equipments/installations, it shall immediately be brought to the notice of the University Engineer and corrective action must be taken.

- A) Insulation resistance test with the help of meggar for the entire EI of different places are to be carried out at least onceinayear or more times as required in consultation with **University Engineer/SAE** of the respective site office and the test reports must be submitted to the University Engineer.
- B) Measurement of earth resistance test for all available earth stations of building.
- C)Earth loop test & polarity test in each building in the Campus
- D)Testing of Acidity,Viscosity&Di electric strength of transformer oil(where required),OCB etc from any reputed laboratory & to be submitted to the **Engineer**,**CU**.Necessary rectification to be done immediately,ifrequire,after taking permission from**Engineer,CU** or **EIC** in site.
- E.Refilling of oil for transformer &Switch Gear for both HT<: Oil which may loss for any technical reason to be refilled by supplying fresh oil after producing the test certificate from any reputed organization after executing necessary tests(Di electric etc.) and filtration subjected to the approval of the E.I.C.

Payment for transformer oil as per actual requirement will be made separately on submission of original purchasing Bill with GST from the reputed shop.

2)TERMS& CONDITIONS

- **A) Maintenance**&up keeping of the above electrical installation in safe & proper workingcondition.
- **B)** The agency should depute manpower to execute the work in following manner& will follow the instruction of concerned**S.A.E/Engineer,C.U** as per necessity of site condition;

1st shift: (7AM to 3pm)Skilled 01+semi skilled 01[for sl no 1 to 6 of annexure-A]

2ndshift:(1pm to9pm) Skilled 01 +semi skilled 01 [for sl no 1 to 6 of annexure- A]

General shift (10AM to 6pm) Skilled 01 +semi skilled 01 [for sl no 7 to10of annexure- A]

- **C)**The contractor will have to arrange all types of tools, tackles and instrument to carry out the above works at theircost.
- **D)** The On duty electricians must have the valid workman permitno 1(b),ii &iv,issued by Directorate of electricity,Govt.of west Bengal,also the supervisor of co.should have at least 1year working experience in similar nature of job & valid SCC permit 1,2,3,4,5,6A&6B,7A&7B,9,10,11,12.Both the documents i.e workman permits&SCC of supervisor should be submitted by the agency to concerned S.A.E under letter head of agency on commencement of work,else the work commencement will not take effect. The agency must depute his supervisor in the site .

- **E)** The contractor or his supervisor should be available at the above site from 10AM to 6Pm & the contractor must always be available at request and in case of emergency complaints or as and whendirected.
- **F)** The contractor has to attain & carryout the routine check up,normal maintenance work, will have to maintain all types of records(in Log book/Record book)dulysigned by the occupant & to be countersigned by concerned S.A.E,which has to be produced along with bill.
- **G)**The agency& his team would be responsible for restoration of any breakdown or malfunctioning of electrical systems incl.substations.
- **H)** The contractor is liable to Maintain the Electrical substation yard of 6KV like regular grass/ tree trimming inside/outside the substation, yearly painting of pole/channel/accessories installed in substation yard.
- I)The scope of work includes cost of minor material such as 5 Amps Switches/Sockets/Ceiling Rose, Screws, Nails, Saddles, wooden / PVC Rawl Plug etc. required for day to day maintenance by thecontractor. Agency have to check the tightening of ceiling fan &other fittings of all building in once in a three months at free of cost incl.dismantling&Re-fixing also.
- J) The other major materials (other than those mentioned above in point no. I) as well as consumables viz. Tube Rods, Electronic Chokes, Capacitors etc.for L.T side of approved makes d required for the maintenance/repairs/replacement the labs, classrooms, lift rooms / Guest House including common areas such as Staircase, Street Lights, Gardens, Play grounds etc. will be arranged by the contractor at their own and actual cost thereof will be reimbursed by the University on production of Bills/Cash memo / receipts and "Work Completion Certificate" from the residents or person authorized by the University where the work has been carried out duly certify by concerned S.A.E/Engineer, CU.
- **K)** The contractor shall keep all the electrical installations of whatsoever nature in good, substantial and proper working order & condition while carrying out the maintenance & repairs operations of the aforesaid works & shall not cause any damage or destruction to the aforesaid fixtures & fittings & material & the contractor expressly undertake to keep the University indemnified and pay all the costs charges or expenses of whatsoever nature immediately on demand by the authority.
- **L**)The agency should be available over telephone & the tel.or mobile no should be submitted to S.A.E of respective sites.
- **M)** Supply photo identity cards to his/her employees or agents who shall be doing the subject job at the University's premises. All the employees and agents should bear the identity card for all the times they are working in Universitypremises.

- **N)** The maintenance contract may be terminated at one month's notice by the University Engineer in case of deterioration or failure or mal practice of service. No compensation will be claimed in this case and the Earnest Money and Security Deposit will be forfeited.
- O)Mode of Payment: The rates quoted by the contractor will be remained valid for three years from the date of work order of the work. However, the payment shall be made by the University on Quarterly basis subject to rendering satisfactory maintenance services during the period and production of bills & other required relevant documents (original purchase receipts/cash memo etc., completion report duly signed by the S.A.E and E.I.C. and submission of P.F. and E.S.I certificate with the Bill. Failure to submission of the above documents, the payment of the bill will not be made and claim for payment to the agency in that case will be not considered.
- **P)**Failure to provide the maintenance staff will attract pro-rata deduction from the bill as per minimum wages Act. However substitute to be provided in absence of technician/helper.
- **Q)**The technician of the agency should be capable of repairing all sorts of electrical installations like tube fittings,ceiling/cabin/exhaust fans,SVlamps,rigid conduit/concealed wiring to overcome the emergent situation.
- R)The agency also has to engage additional adequate number of electricians& helper if required during any breakdown/fault to restore the same on emergency basis. No extra payment will be made for this extra technical staff.
- **S)** The contractor should pay at least the minimum wages to the workers engaged as per prevailing State Government Law. The contractor shall be solely liable and responsible for payment of minimum Wages as per the Minimum Wages Act, 1948 and all other applicable statutory payments to the workers engaged by them, during the contract period. Any legal case/ expenses/penalty arising out of violation of any provisions of Minimum Wages Act or any other act, rules or regulations shall be at the cost of contractor only and the University shall not be responsible for thesame. The age of the workers engaged for the work should be between 20 Years and 60 Years.
 - T) Attend to all types of routine/preventive maintenance work such aschecking/cleaning ,tightening of all electrical accessories and switch gears, DBsAB switch/Isolators, HT/LT breakers, HT/LT panels, feeder pillar, Distribution panel, Distribution boards, switch boards meter rooms and cleaning the same at regular intervals.
 - **U)** The contractor is liable to ensure that all the Transformer are working in healthy condition (Working). The contractor should transfer the load from one to other after

reducing the load in sustainable condition in extreme emergency cases..If any major maintenance is required such as transformer core rewinding, change of transformer bushing, replacement of CT/PT in switch gears, change of cable(if required)etc. to take prior approval from the Engineer C.U and cost of these major items for maintenance to be paid by the UNIVERSITY separately on submission of actual GST Bill of purchasing materials.

V)The agency must keep on attendance register at site & his staff must sign regularly, which should be verified by the S.A.E /Engineer C,U, frequent change of manpower will not be allowed, if it is necessary, must inform officially before change & submit respective attested Xerox copy of identity card, workpermit, voter I.D card etc.

W)The agency must have to prepare proper single line schematic diagram for the load distribution of each floor, substation, liftroom, hostels to be submitted to the concerned S.A.E or Engineer, C.U, as and when required.

X) Any other work pertaining to electrical installation/power supply as per instruction of Engineer, C.U or E.I.C at site so as to ensure proper facility to thecampus. Liaising with the C.E.S.C& Directorate of electricity, W.B regarding various matters pertaining to energy-meters, continuous power supply and other matters given in the scope of AMC, if required, has to be done by the contractor. No additional amount will be paid by University for liaisonwork.

Y)The contractor will have to attend all complaints immediately. Preferably, the complaint should be attended on the same day. In case of unavoidable circumstances, if the time required for attending the complaint is likely to exceed 24 Hrs. the same should be brought to the notice of the Engineer, C.U or Engineer in charge at site well in time and adequate stop gap arrangements will have to be made by the contractor to avoid inconvenience to the occupants of the Lab/office/class room/hostel room.

3)ADDITIONAL CLAUSES

- 1) The successful bidder/contractorshall:-
- a. Ensure that he/she deploys only adult, trained and competent persons who are physically fit and are not suffering from any chronic or contagious diseases for carrying out the maintenanceworks.
- b. Be responsible for and arrange to bear costs of such equipment's, materials and other paraphernalia as University considers necessary for effectively rendering the services required by the University.
- c. Be responsible and liable for payment of salaries, statutory minimum wages and other legal dues to the persons employed by him/her for the purposes for rendering the services required by the University under this tender. Written records for having made these payments will be submitted to the University, at quarterly intervals, for its verification.

- d. Maintain neatly, completely and legibly registers, records, reports and submit for inspection by various authorities at shortnotice.
- e. Ensure that his/her employees, while on the premises of University or while carrying out their obligations, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by theUniversity or its authorized agents and the University shall be the sole judge as to whether or not the contractor and /or his employees have observed the same.
- f. Personally and exclusively supervise or employ sufficient supervisory personnel, exclusively to supervise the work of his/her employees so as to ensure that the services rendered are carried out to the satisfaction of the University.
- g. Ensure that no employee of the contractor will enter or remain on the University premises beyond the specified time limits unless and absolutely necessary for fulfilling contractors obligations
- h. Be liable for any damage caused to the University or its premises or any part thereof or to any fixtures or fittings thereof or any property of the University and therein by any act, omission, default or negligence of the contractor or his employees or agents.
- i. The quoted service charges shall also <u>include</u> insurance charges, Work contract tax, GST, service tax, excise duty, octroi and any other tax and duty or other levy whether existing or future, levied by the central government or any State or local authority if applicable
- J) In the event of termination of the contract for any reason whatsoever, the contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the University by way of compensation, damages orotherwise.
- k)The contractor shall ensure payment of minimum wages to the workmen employed by him/them shall maintain a register of wages and shall issue a wage slip to every workman employed by him/them and obtain their signature or thumb impression on the wage slips in the presence of the University's authorized person assigned for this work. A copy of such wage slip shall be submitted to the University after every payment to theworkmen.

I)The contract could be considered for renewal further on same terms and conditions provided the University finds the services of the contractor satisfactory and if University desires so. The decision of the University in this regard willbefinal.

m)The contractor from time to time after completion of work in the Departments /Laboratory/Hostels shall take certificate from the respective persons that the work has been completed satisfactorily and same shall be enclosed along with the bill.

n) In the event of the contractor failing to undertake or carryout the aforesaid maintenance/repair works or absconds during the currency of this agreement with or without any material supplied to him or leaves without payment to his labourers of the wages, compensation, remunerations & any other money payable to any of the labourers, the University shall be entitled to forfeit the security deposit furnished by the

contractor without assigning any reason & without incurring any liability whatsoever to the labourers. The powers conferred under this clause on the University is in addition to & without prejudice to any other power or right or remedy which the University may have against the contractor under the law, time being in-force in thisbehalf.

o)ACCIDENTS/INSURANCE:

The contractor will be responsible to bear payments of compensation (under Workmen's Compensation Act or if any, other such similar Laws for the time being in force & amended from time to time by Govt.), in the event of loss of life of any person(s) or any injury or of any physical hazard of any nature, whatsoever and howsoever described, to his workers or to the third party or to any residents or their dependents, friends, relatives by any or all acts of commissions or omissions of the

contractor himself or of any persons working under him or claiming through him to be his agent during the governing of this agreement. The contractor takes out adequate insurance cover at hiscost.

k)In case of any happens during the operation and maintenance of the equipment leading to injuries/damages/disablement/death to human beings, the contractor shall be solely liable and responsible to settle the claims arising out of such accident and shall also indemnify the University against all claims, actions, loss, damages, costs, Charges, expenses (including legal expenses) which the University may suffer or incur on account of suchaccident.

I) The University will not be liable or responsible financially or otherwise for any injury/disablement/death caused to any personnel of the contractor while executing the work under this Tender. The contractor shall obtain adequate insurance policy in respect of his workmen engaged for the Work, towards meeting the liability of compensation arising out of death, injury/disablement at work etc. and shall regularly and punctually pay each and every premium as and when the same shall become due during the currency of these presents.

m) INCOME TAX ATSOURCE:

Income Tax of the certified amount of the bill will be recovered as per Government Instructions for crediting to Govt. account and tax deduction certificates for the same will be issued to the contractor in due course.

n) PENALTY:

In case of contractor's failure to comply with provisions of the agreement or rendering unsatisfactory services including abnormal delay in attending the complaints, the University will be at liberty to get such work done from any other agency at the risk and cost of the Contractor including imposition of suitable penalty and the cost thereof shall be recovered by the University from their bills or any other dues including security deposit / retention money etc. whatsoever.

o)The security deposit may be forfeited at the discretion of the University in case the work is not carried out to the entire satisfaction of authority.

4) SAFETY CODE:

Contractor shall be responsible to observe following Safety Code

- 1. The contractor shall maintain in a readily & easily accessible place first-aid appliances including adequate supply of sterilized dressings and cottonwool.
- 2. The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitateshospitalization.
- 3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done fromground.
- 4. No portable single ladder shall be more than 6 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra labour shall be engaged for holding the ladder. Safety belt should be used during working on external surface of the building, terrace, overhead tanks and electrical polesetc.
- 5. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person(s) or materials by providing suitable fencing or railing minimum height of which shall be onemeter.
- 6. No floor roof or other parts of the structure shall be loaded with rubbish or materials as to render itunsafe.

- 7. Suitable face masks / helmets should be supplied for use by the workers when the paint is applied in the form of spray. Surface having lead paint be dry rubbed and scrapped.
- 8. Ropes used in hoisting or lowering material or as a means of suspension should be of durable quality, adequate strength and free fromdefects.
- 9. The contractor will ensure that all types of safety measures as advised by Government from time to time are taken care of during the performance ofwork.
- 10. The contractor is liable to maintain HT yard LT room to be neat and clean and all the electrical works carried out by the contractors should be followed as per Indian Electricity Rule 1956 and India Electricity act2003.

UNIVERSITY ENGINEER (C.U)