

## Instructions to Bidders

### SECTION - A

#### 1. Scope of Works

The Professor & Head and IDP Coordinator invites quotations for the construction of works as detailed in the table given below

Brief Description of the Works	Approximate value of Works (Rs.)	Period of Completion
AC units and Additional electrical installation to the hybrid smart classroom at Madras Veterinary College and College of Food and Dairy Technology, Koduvalli, Chennai -52	Rs. 5,50,000/- (Rs. Five Lakhs fifty thousand only)	60 days after signing the contract

The successful bidder will be expected to complete the works by the intended completion date specified above.

#### 2. Qualification of the bidder : The bidder shall provide qualification information which shall include :-

- (a) total monetary value of construction works performed for each year of the last 3 years :
- (b) Income tax clearance certificate from the concerned IT circle;
- (c) Report on his financial standing; and
- (d) Details of any litigation, current or during the last 3 years in which the bidder is involved, the parties concerned and disputed amount in each case.

#### 3. To qualify for award of the contract the bidder:-

- (a) should have satisfactorily completed as a prime contractor at least one similar work of value not less than Rs. 500,000 in the last three years;
- (b) should possess valid electrical license for executing building electrification works (in the event of the works being sub - contracted, the sub-contractor should have the necessary license);

- (c) should possess required valid license for executing the water supply/sanitary works (in the event of the works being sub-contracted, the sub-contractor should have the necessary license);

#### **4. Bid Price**

- a) The contract shall be for the whole works as described in the Bill of quantities, drawings and technical specifications. Corrections, if any, shall be made by crossing out, initialing, dating and re writing.
- b) All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.
- c) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- d) The rates should be quoted in Indian Rupees only.

#### **5. Submission of Quotations**

**5.1** The bidder is advised to visit the site of works at his own expense and obtain all information that may be necessary for preparing the quotation.

**5.2** Each bidder shall submit only one quotation. Conditional quotations are not accepted.

**5.3** The quotation submitted by the bidder shall comprise the following :-

- (a) Quotation in the format given in Section B.
- (b) Signed Bill of Quantities
- (c) Filled up and signed Technical specification and Schedule
- (d) Qualification information form given in Section B duly completed
- (e) Signed Labor Management Plan

**5.4** The bidder shall seal the quotation in an envelope addressed to the **Professor & Head and IDP Coordinator, Department of Veterinary Microbiology, Madras Veterinary College, Chennai – 600 007**. The envelope will also bear the following identification :-

- Quotation for **AC units and Additional electrical installation to the hybrid smart classroom at Madras Veterinary College and College of Food and Dairy Technology, Koduvalli, Chennai -52**
- Do not open before **26/09/2023 4:00PM**

**5.5** Quotations must be received in the office of the **Professor & Head and IDP Coordinator, Department of Veterinary Microbiology, Madras Veterinary College, Chennai – 600 007** not later than the time and date given in the letter of invitation . If the specified date is declared a holiday, quotations shall be received upto the appointed time on the next working day.

**5.6** Any quotation received by the **Professor & Head and IDP Coordinator, Department of Veterinary Microbiology, Madras Veterinary College, Chennai – 600 007** after the deadline for submission of quotations will be rejected and returned unopened to the bidder.

## **6. Validity of Quotation**

Quotation shall remain valid for a period not less than 45 days after the deadline date specified for submission.

## **7. Opening of Quotations**

Quotations will be opened in the presence of bidders or their representatives who choose to attend on the date and time and at the place specified in the letter of invitation.

**8.** Information relating to evaluation of quotations and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced.

## **9. Evaluation of Quotations**

The Employer will evaluate and compare the quotations determined to be substantially responsive i.e. which

- (a) meet the qualification criteria specified in clause 3 above;
- (b) are properly signed ; and
- (c) conform to the terms and conditions, specifications and drawings without material deviations.

## **10. Award of contract**

The Employer will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price and who meets the specified qualification criteria.

**10.1** Notwithstanding the above, the Employer reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.

**10.2** The bidder whose bid is accepted will be notified of the award of contract by the Employer prior to expiration of the quotation validity period.

**11. Performance Security**

Within 15 days of receiving letter of acceptance, the successful bidder shall deliver to the **Professor & Head and IDP Coordinator, Department of Veterinary Microbiology, Madras Veterinary College, Chennai – 600 007** the performance security (either a bank guarantee or a bank draft in favour of the Employer) for an amount equivalent of 3 % of the contract price. The Performance Security shall be valid till the expiry of the period of maintenance of the work, specified in clause 12.

**12. Period of Maintenance :**

The “Period of Maintenance” for the work is six months from the date of taking over possession or one full monsoon season whichever occurs later. During the period of maintenance, the contractor will be responsible for rectifying any defects in construction free of cost to the Employer.

**13.** Purchase of all construction materials including cement and steel as per the specifications (ISI certification marked goods wherever available) shall be the responsibility of the contractor.

**14.** Questions should be addressed only to the email address – [idp@tanuvas.org.in](mailto:idp@tanuvas.org.in).

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## **SECTION - B**

- 1. Format for Qualification Information.**
- 2. Format for Submission of Quotation.**

## QUALIFICATION INFORMATION

### 1 For Individual Bidders

1.1 Principal place of business: \_\_\_\_\_

Power of attorney of signatory of Quotation.

**[Attach copy]**

1.2 Total value of Civil Engineering construction work performed in the last three years (in Rs. Lakhs)

20_____	_____
20_____	_____
20_____	_____

1.3 Work performed as prime contractor (in the same name) on works of a similar nature over the last three years.

<u>Project Name</u>	<u>Name of Employer</u>	<u>Description of work</u>	<u>Contract No.</u>	<u>Value of contract (Rs.Lakhs)</u>	<u>Date of issue of work order</u>	<u>Stipulated period of completion</u>	<u>Actual date of completion</u>	<u>Remarks explaining reasons for delay and work completed</u>

Existing commitments and on-going works:

<u>Description of Work</u>	<u>Place &amp; State</u>	<u>Contract No. &amp; Date</u>	<u>Value of Contract (Rs. Lakh)</u>	<u>Stipulated period of completion</u>	<u>Value of works* remaining to be completed (Rs. Lakhs)</u>	<u>Anticipated date of completion</u>
(1)	(2)	(3)	(4)	(5)	(6)	(7)

\* Enclose a certificate from Engineer concerned.

**1.4** Proposed subcontracts and firms involved.

Sections of the works	Value of Sub-contract	Sub-contractor (name & address)	Experience in similar work
*  *  *	* * * * * *	* * * * * *	*  *  *

**1.5** Evidence of access to financial resources to meet the requirements of working capital : cash in hand, lines of credit, etc. List them below and attach copies of support documents.

**1.6** Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

**1.7** Information on litigation history in which the Bidder is involved.

Other party(ies)	Employer	Cause of dispute	Amount involved	Remarks showing present status

## QUOTATION

\*Description of the Works : **AC units and Additional electrical installation to the Hybrid smart classroom at Madras Veterinary College and College of Food and Dairy Technology, Koduvalli, Chennai -52**

To:

Subject : Construction of .....  
.....

Reference : Letter No.....dated.....from.....

Sir,

We offer to execute the Works described in your letter referred to above in accordance with the Conditions of Contract enclosed therewith at ..... percentage above / below the estimated rates, i.e., for a total Contract Price of -

Rs. \*\* ..... [ in figures ]

Rs. .... [ in words ].

This quotation and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any quotation you receive.

We hereby confirm that this quotation is valid for 45 days as required in Clause 6 of the Instructions to Bidders.

Yours faithfully,

Authorized Signature : Date: \_\_\_\_\_

Name & Title of Signatory : \_\_\_\_\_

Name of Bidder : \_\_\_\_\_

Address : \_\_\_\_\_

\* To be filled in by the Employer before issue of the Letter of Invitation.

\*\* To be filled in by the Bidder, together with his particulars and date of submission at the bottom of this Form.

**LETTER OF ACCEPTANCE  
CUM NOTICE TO PROCEED WITH THE WORK**

**(LETTERHEAD OF THE EMPLOYER)**

Dated : \_\_\_\_\_

To : \_\_\_\_\_ [Name and address of the Contractor]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

This is to notify you that your Quotation dated \_\_\_\_\_ for execution of the \_\_\_\_\_ for the contract price of Rupees \_\_\_\_\_ [amount in words and figures], is hereby accepted by us.

You are hereby requested to furnish performance security for an amount of Rs. \_\_\_\_\_ (equivalent to 3% of the contract price) within 15 days of the receipt of the letter. The Performance Security in the form of Bank guarantee or a Bank draft in favour of .....(Employer) shall be valid till the expiry of the period of maintenance i.e. upto \_\_\_\_\_. Failure to furnish the Performance Security will entail cancellation of the award of contract.

You are also requested to sign the agreement form and proceed with the work not later than \_\_\_\_\_ under the instructions of the Engineer, \_\_\_\_\_ and ensure its completion within the contract period.

With the issuance of this acceptance letter and your furnishing the Performance Security, contract for the above said work stands concluded.

Yours faithfully,

**Authorized Signature  
Name and title of Signatory**

# Draft Agreement form for Construction through National Shopping

## ARTICLES OF AGREEMENT

This deed of agreement is made in the form of agreement on \_\_\_\_\_ day \_\_\_\_\_ month \_\_\_\_\_ 199 \_\_, between the \_\_\_\_\_ (Employer) or his authorized representative (hereinafter referred to as the first party) and \_\_\_\_\_ (Name of the Contractor), S/O \_\_\_\_\_ resident of \_\_\_\_\_ (hereinafter referred to as the second party), to execute the work of construction of \_\_\_\_\_ (hereinafter referred to as works) on the following terms and conditions.

### 2. Cost of the Contract

The total cost of the works (hereinafter referred to as the “total cost”) is Rs. \_\_\_\_\_ as reflected in Annexure - 1.

#### 3.1 Payments under its contract:

Payments to the second party for the construction work will be released by the first party in the following manner :-

On signing of agreement	:	25% of total cost
On arrival of materials at site	:	25% of the total cost
On completion of 75% of work as certified by the Engineer	:	25% of the total cost
Full completion or work as certified by the Engineer	:	25% of the total cost

#### 3.2 Payments at each stage will be made by the first party :

- (a) on the second party submitting an invoice for an equivalent amount ;
- (b) on certification of the invoice (except for the first installment) by the engineer nominated by the first party with respect to quality of works in the format in Annexure - 2; and
- (c) upon proper and justified utilization of at least 50 % of the previous installment and 100 % of any prior installment.

#### **4. Notice by Contractor to Engineer**

The second party, on the works reaching each stage of construction, issue a notice to the first party or the Engineer nominated by the first party (who is responsible for supervising the contractor, administering the contract, certifying the payments due to the contractor, issuing and valuing variations to the contract, awarding extensions of time etc.), to visit the site for certification of stage completion. Within 15 days of the receipt of such notice, the first party or the engineer nominated by it, will ensure issue of stage completion certificate after due verification.

#### **5. Completion time**

The works should be completed in 60days from the date of this Agreement. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

#### **6. If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period :**

- a) The first party does not give access to the site or a part thereof by the agreed period.
- b) The first party orders a delay or does not issue completed drawings, specifications or instructions for execution of the work on time.
- c) Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to second party or from visual inspection of the site.
- d) Payments due to the second party are delayed without reason.
- e) Certification for stage completion of the work is delayed unreasonably.

#### **7. Any willful delay on the part of the second party in completing the construction within the stipulated period will render him liable to pay liquidated damages. @ Rs. 615.00 per day which will be deducted from payments due to him. The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 2 % of the contract amount.**

**(Note : The amount of liquidated damages per day should be determined at 0.05 % of the contract value of the works and indicated here).**

#### **8. Duties and responsibilities of the first party**

##### **8.1 The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the works as per specifications. This will**

include written guidelines and regular site visit of the authorized personnel of the first party, for checking quality of material and construction to ensure that it is as per the norms.

- 8.2** The first party shall supply 3 sets of drawings, specifications and guidelines to the second party for the proposed works.
- 8.3** Possession of the site will be handed over to the second party within 10 days of signing of the agreement.
- 8.4** The Engineer or such other person as may be authorized by the first party shall hold meeting once in a month where the second party or his representative at site will submit the latest information including progress report and difficulties if any, in the execution of the work. The whole team may jointly inspect the site on a particular day to take stock of activities.
- 8.5** The Engineer shall record his observations/instructions at the time of his site visit in a site register maintained by the second party. The second party will carry out the instructions and promptly rectify any deviations pointed out by the engineer. If the deviations are not rectified, within the time specified in the Engineer's notice, the first party as well as the engineer nominated by it, may instruct stoppage or suspension of the construction. It shall thereupon be open to the first party or the engineer to have the deviations rectified at the cost of the second party.

## **9. Duties and responsibilities of the second party**

### **9.1** The second party shall :

- a) take up the works and arrange for its completion within the time period stipulated in clause 5;
- b) employ suitable skilled persons to carry out the works ;
- c) regularly supervise and monitor the progress of work ;
- d) abide by the technical suggestions / direction of supervisory personnel including engineers etc. regarding building construction ;
- e) be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification ;
- f) ensure that the work is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation ;
- g) keep the first party informed about the progress of work ;
- h) be responsible for all security and watch and ward arrangements at site till handing over of the building to the first party ; and

- i) maintain necessary insurance against loss of materials/cash, etc. or workman disability compensation claims of the personnel deployed on the works as well as third party claims.
- f) Pay all duties, taxes and other levies payable by construction agencies as per law under the contract (First party will effect deduction from running bills in respect of such taxes as may be imposed under the law).

#### **10. Variations / Extra Items**

The works shall be carried out by the second party in accordance with the approved drawings and specifications. However, if, on account of site conditions or any other factors, variations are considered necessary, the following procedure shall be followed: -

- a) The second party shall provide the Engineer with a quotation for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request before the Variation is ordered.
- b) If the quotation given by the second party is unreasonable, the Engineer may order the Variation and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the Variation on the Contractor's costs.
- c) The second party shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

#### **11. Securities**

The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

#### **12. Termination**

- 12.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 12.2 Fundamental breaches of Contract include, but shall not be limited to the following:
  - (a) the contractor stops work for 28 days and the stoppage has not been authorized by the Engineer;
  - (b) the Contractor has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
  - (c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;

(d) the Contractor does not maintain a security which is required;

12.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

12.4 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

### **13. Payment upon Termination**

13.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.

13.2 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

### **14. Dispute settlement**

If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.

In the event of agreement not being reached, the matter will be referred for arbitration by a Sole Arbitrator not below the level of retired Superintending Engineer, PWD to be appointed by the first party. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.

## BILL OF QUANTITIES

Sl.No	Description of work	Qty	Unit	Estimate Cost		Amount
				In figure	Words	
<b>A</b>	<b>ELECTRICAL WORKS</b>					
1	Supply and fixing of 2 Ton Split 3 star rated AC unit with indoor and outdoor with unit with 5 KVA stabilizer with copper tube fixed with MS suitable stand with connections complete. (Make: Carrier/Voltas/Bluestar/LG/Panasonic/Equivalent)	7.00	Nos	50188.00	Rupees Fifty thousand and one hundred eighty-eight only	351316.00
2	Supply and fixing of 20 Amps DP plug and socket in sheet enclosure with 20Amps DP MCB in flush with wall with earth connection (For AC Plug point) (Make: Havells/L&T/Siemens)	4.00	Nos.	1858.00	Rupees One thousand and Eight hundred fifty eight only	7432.00
3	Supply and run of 2 of 4 sqmm(56/0.3) PVC insulated SC unsheathed cu.conductor of 1100 V grade in suitable PVC rigid pipe open on wall and ceiling with continuous earth wire connection of 14 SWG TC wire with painting of suitable colour and connection complete (make:ISI cable only)	125.00	Mtrs	214.00	Rupees two hundred fourteen only	26750.00
4	Supply and laying 5/8" ad 3/8" Copper pipe with connection complete for existing AC units.	20.00	Mtrs	940.00	Rupees nine hundred fourty only	18800.00
5	Supply and laying 1" PVC water drain pipe on wall with suitable clamp and connection complete for existing units	40.00	Mtrs	64.00	Rupees sixty four only	2560.00
6	Earthing as per P.W.D standard with an earth electrode of 2 Mtr. Class 'B' GI pipe of dia not less than 32mm complete with necessary masonry work.	2.00	Mtrs	2415.00	Rupees two thousand and four hundred fifteen only	4830.00
7	Supply and run of No.8 copper base conductor on wall/floor with suitable 'U' nail clamp for connect earth pit to DB, etc.	15.00	Mtrs	97.00	Rupees ninety seven only	1455.00
8	Supply and erecting and commissioning of 1 KVA single phase input to single phase output UPS (OFF line) with 2 hours back up with connections with minor wirings complete	1.00	No	41264.00	Rupees forty one thousand and two hundred sixty four only	41264.00
					<b>Total (without GST)</b>	<b>454407.00</b>

We agree to execute the works in accordance with the approved drawings and technical specifications at ..... percentage above/below the estimated rates, i.e., for a total contract price of Rs. ....(amount in figures ) (Rs. .... amount in words).

**Signature of Contractor**

### TECHNICAL SPECIFICATIONS AND SCHEDULE

Sl.No	Qty	Unit	Description of work	Unit Rate (INR)	Total Amount
			<b>ELECTRICAL WORKS</b>		
1	7.00	Nos	Supply and fixing of 2 Ton Split 3 star rated AC unit with indoor and outdoor with unit with 5 KVA stabilizer with copper tube fixed with MS suitable stand with connections complete. (Make: Carrier/Voltas/Bluestar/LG/Panasonic/Equivalent)		
2	4.00	Nos.	Supply and fixing of 20 Amps DP plug and socket in sheet enclosure with 20Amps DP MCB in flush with wall with earth connection (For AC Plug point) (Make: Havells/L&T/Siemens)		
3	125.00	Mtrs	Supply and run of 2 of 4 sqmm(56/0.3) PVC insulated SC unsheathed cu.conductor of 1100 V grade in suitable PVC rigid pipe open on wall and ceiling with continuous earth wire connection of 14 SWG TC wire with painting of suitable colour and connection complete (make:ISI cable only)		
4	20.00	Mtrs	Supply and laying 5/8" ad 3/8" Copper pipe with connection complete for existing AC units.		
5	40.00	Mtrs	Supply and laying 1" PVC water drain pipe on wall with suitable clamp and connection complete for existing units		
6	2.00	Mtrs	Earthing as per P.W.D standard with an earth electrode of 2 Mtr. Class 'B' GI pipe of dia not less than 32mm complete with necessary masonry work.		
7	15.00	Mtrs	Supply and run of No.8 copper base conductor on wall/floor with suitable 'U' nail clamp for connect earth pit to DB, etc.		
8	1.00	No	Supply and erecting and commissioning of 1 KVA single phase input to single phase output UPS (OFF line) with 2 hours back up with connections with minor wirings complete		
			<b>Total</b>		
			<b>GST %</b>		
			<b>Grand Total</b>		

# **NATIONAL AGRICULTURAL HIGHER EDUCATION PROJECT (NAHEP)**

## **DRAFT LABOR MANAGEMENT PLAN (LMP)**



**PROJECT IMPLEMENTATION UNIT EDUCATION DIVISION**

**INDIAN COUNCIL OF AGRICULTURAL RESEARCH**

Krishi Anusandhan Bhawan- II, Pusa Campus

New Delhi- 110012, India

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## Abbreviations

AIDS	Acquired Immunodeficiency Syndrome
AU	Agricultural University
ESS	Environmental and Social Standard
HIV	Human Immunodeficiency Virus
ICAR	Indian Council of Agricultural Research
LMP	Labor Management Plan
NAHEP	National Agricultural Higher Education Project
PIU	Project Implementation Unit
OHSS	Occupational Health & Safety and Social
SMP	Social Management Plan

# 1 Overview

## Introduction

1. The project is supporting minor civil works in terms of up gradation / refurbishment of existing infrastructure that typically include classrooms, laboratories, library buildings, toilets, ramps, etc. The safety of students, faculty and labor during the construction is of prime concern for the AU/ Institution. The Head of the institution along with the site engineer and the contractor / sub-contractor, will ensure and manage safety provisions through the implementation of a Labor Management Plan (LMP). The LMP will be a part of the bidding document, approved by the Head, AU<sup>1</sup>, before start of any physical works. The LMP shall be implemented by the contractor and sub-contractor, irrespective of the contract size/price. The final and signed copies of the LMP along with a certificate duly signed by the Director / Principal/ Vice Chancellor confirming that the land used is free of enclosures/ squatters (sample copy is provided in **Annexure 1**) will be shared with ICAR/NAHEP for records.

## Construction Activities Guideline

2. The Labor Management Plan outlines Environmental, Occupational Health & Safety and Social (OHSS) guideline, management system and governance controls on these issue for the implementation of NAHEP. Through this guideline and associated standard operating procedures, it has been intended to integrate the social, occupational health and safety principles of the National, and World Banks Social Standards guidelines with the working strategy of the project.
  3. The AUs/Institutions shall ensure safety and health of the workers, compliance to the existing labor laws with respect to daily working hours, payment of wages, welfare and compensation etc. during construction of the infrastructure proposed under the project. The AUs with the guidance of PIU, NAHEP shall monitor the compliance by the contractor. The guidelines will broadly cover the following:
    - Compliance with the provisions of the labor laws applicable to construction industry;
    - Ensuring prohibition of the engagement of child labor;
    - Location of labor camp, provision of sanitary facilities, drinking water etc.;
    - Health and safety programs for the workers;
    - Awareness on HIV/AIDS/ sexual health;
    - Prevent the use of all forms of forced labor and child labor (no child below the age of 18 will be allowed to work in hazardous circumstances).
-

<sup>1</sup>The Dean, AU will also approve / sanction LMP for the associated colleges / institutions, part of NAHEP

- Avoid discrepancy in wages to male and female workers for similar nature of work and
  - Preference to the local laborers, women in construction works.
4. The health and safety related Acts and Rules applicable in the project activities have been summarized in the **Annexure 2** Elements of the LMP/ Guidelines on Managing Adverse Impact
5. The purpose of this LMP is to offer NAHEP's AUs the general and specific guidance for ensuring that all contractors / sub-contractors<sup>2</sup> will be able to protect the workers' rights, health, safety, and security during the project implementation period. LMP sets the norms and regulations that will have to be respected by all contractors, which will work for NAHEP project. In, all the contractor(s) / sub-contractor(s) shall meet national legislation (as stated above), but not restricted to the following:
- Ensure that all workers on site are provided with information on their terms and conditions, including hours, wages, breaks and holidays, discipline, and termination procedures in a language they understand.
  - The construction workforce has minimal impacts / no interface on the students and faculty by putting adequate barricading, signage boards, and other safety measures.
  - Provide guidance / training on the detrimental effects of the abuse of alcohol and drugs and other potentially harmful substances and the risk and concerns relating to HIV/AIDS and of other health risk-related activities to workers.
  - Provide training on gender-based violence to avoid sexual harassment of female students and faculty and other exploitative sexual relations.
  - Ensure that all workers on site understand how to access an easily accessible, confidential process for making complaints/ grievances<sup>3</sup> about their employment:
    - This will require establishing a coherent and integrated grievance mechanism for all workers engaged in the NAHEP project
    - In addition, there should be adequate provision/mechanisms for reporting cases of sexual harassment and abuse, with a time frame within these are addressed and resolved. This can be tied to the internal complaints committee set up within the project
  - Provision of facilities to workers such as provision of sanitary (separate toilets for men and women), portable water, first aid and medical facilities. – rest shed
  - Development of workers accommodation plan that should consider aspects such as: i) the provision of minimum amounts of space required for each worker; ii) provision of sanitary (separate toilets for men and women), laundry and cooking facilities and potable water; iii) creche facility for small children of working women; iv) the location of accommodation in relation to the workplace; v) the provision of first aid and medical facilities. – Labor camp
-

<sup>2</sup>The provisions of this LMP is also applicable to the sub-contractors

<sup>3</sup>Grievance Redressal Mechanism for workers to be provided by the contractor

- Maintaining discipline in the Camp. The contractor / sub-contractor will be responsible to ensure:
  - workers shall abide by camp rules which includes a disciplinary process. Contractor/sub-contractor shall ensure adherence to the code of conduct by the workers in the camp.
  - provide briefing to all migrated workers on camp rules, behavior between fellow workers and the students and faculty. The objective of this orientation will be to increase awareness about the institution, and cultural sensitivities.
- Emergency plans on health and fire safety are prepared for minimizing the accidental and intended critical situations, including a plan for fire safety, including training of workers, periodic testing and monitoring of fire safety equipment and periodic drills. Depending on the local context, additional emergency plans are prepared as needed to handle specific occurrences (earthquakes, floods, cyclones, etc.).
- Maintain a register on accidental incidents and actions taken to avoid similar situations.
- Each contractor/sub-contractor should develop a register for all their workers. This register should contain data such as: name, age, sex, hours worked, wages, payments (including overtime payments) made and any deductions made from their wages. The register should be in line with national requirements on registration of workers.
- Each contractor/sub-contractor should specify the minimum age for employment or engagement in connection with the project, which will be the age of 14.
  - A child over the minimum age (14) and under the age of 18 will not be employed or engaged in connection with the project in a manner that is likely to be hazardous or interfere with the child's education or be harmful to the child's health or physical, mental, spiritual, moral or social development.

## 2 Responsibility

6. The Nodal officer for Social / GRM in each AU/Institution will be responsible for ensuring implementation and monitoring the LMP.

Role	Responsibilities
Dean / Vice-Chancellor / Principal	Approves the Labor Management Plan
Nodal Officer, Social, AU / Institution	<ul style="list-style-type: none"> <li>• Ensure implementation of LMP, including contractor implementation</li> <li>• Develop, monitor, and revise LMP, as and when required, in consultation with the ICAR/NAHEP and Bank</li> <li>• Periodical inspections / audits of contractors /sub-contractor's performance and</li> <li>• Take stock of all risks, lack of conformities and incidents to</li> </ul>

Role	Responsibilities
	<p data-bbox="532 243 699 279">ICAR/NAHEP</p> <ul data-bbox="488 289 1422 443" style="list-style-type: none"> <li data-bbox="488 289 1377 325">• Periodic verifications of accommodation conditions / labor camps</li> <li data-bbox="488 331 1422 443">• Quarterly report to ICAR/NAHEP on LMP implementation, including details about workers' living conditions and any incidents (especially regarding incidents of Gender Based Violence) and other grievances</li> </ul>

### **Annexure 1: Certificate**

AU's / Institute's Letter head

Date:-----

I, \_\_\_\_\_, is working as the Director / Principal/ Vice Chancellor of the  
\_\_\_\_\_(the name of institute/AU/Institute) hereby submits my undertaking on  
behalf of the AU/ Institutethat:

all the civil works will take place on the lands that are free of encroachers, squatters, and other claims or encumbrances.

shall ensure safety and health of the workers, compliance to the existing labour laws with respect to daily working hours, payment of wages, welfare and compensation etc. during construction of the infrastructure proposed under the project.

(Head of the AU/ Institute)

(Seal of the Institute/ATU)

### Annexure 2: Acts/ Laws related to health and safety

Sl. No	Acts/ Laws related to health and safety	Objectives	Applicability
1	Minimum wages Act, 1948	The Minimum Wages Act, 1948 safeguards the interests of workers by providing fixation of minimum wages mainly focusing, e.g., The employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act	In compliance with the Act, the wage to be paid to the laborers engaged in any civil work, supported under NAHEP shall not be less than the latest minimum wage fixed by the state.
2.	The Child Labor (Prohibition and Regulation Amendment Act, 2016	<ul style="list-style-type: none"> <li>• Ban of employment of children below 14 years in specific occupation and processes.</li> <li>• Lay down the procedure to decide modifications to the schedule of banned occupation and processes.</li> <li>• Regulate the conditions of work of children in employments where they are not prohibited for working.</li> </ul>	Children below the age of 14 shall not be engaged in construction works as laborers, in hazardous works like handling pesticides, fertilizers etc. at participating institutions
3.	The Contract Labor (Regulation and Abolition) Act, 1970	To regulate the employment of contract laborers in certain establishments and to provide for its abolition in certain circumstances and for matters connected therewith.	The laborers hired by contractors for engaging in construction/up-gradation at institutions shall be provided with facilities like rest rooms, drinking water sanitary provisions, first aid box etc.
4.	Equal Remuneration Act, 1976	To provide for the payment of equal remuneration to men and women workers and for the prevention of discrimination, on the ground of sex, against women in the matter of employment and for matters connected therewith or incidental thereto.	Women engaged in the activities supported by the project should be paid at par with their male counterparts

5.	The Building and Other Construction Workers Related Laws(Amendment) Bill, 2013:	To regulate the employment and conditions of services of building and other construction workers and to provide their safety, health and welfare measures and for other matters connected therewith or incidental thereto	The Act shall be applicable to the contractors to be engaged for the construction/ expansion of buildings and other infrastructure
6	Workmen's Compensation Act, 1923 (Amended 2009)	Provides for compensation in case of injury by accident arising out of and during the course of employment	The Act shall be applicable to the contractors to be engaged for the construction/ expansion of buildings and other infrastructure
7.	The Bonded Labor (Abolition) Act 1976	An Act to provide for the abolition of bonded labor system with a view to preventing the economic and physical exploitation of the weaker sections of the people and for matters connected therewith or incidental thereto	Applicable to the contractors to be engaged under the project