

CENTER OF INNOVATIVE AND APPLIED BIOPROCESSING (CIAB)

**Department of Biotechnology,
Ministry of Science & Technology
(Govt. of India)**



e- Tender Notice

**for the award of Annual Operation & Maintenance contract of
Electrical, HVAC, Civil, Firefighting, Public Health and allied
services of CIAB campus, Knowledge City, Sector-81, Mohali-
Punjab, India**

TENDER NO: CIAB/7(77)/2019-Works

VOLUME-1

Tender Issued from: 24-08-2022

Last date of receipt of tender: 13-09-2022 upto 3:00pm

Tender Opening date: 14-09-2022 @ 3:30pm

CENTER OF INNOVATIVE AND APPLIED BIOPROCESSING (CIAB)

(Dept. of Biotechnology, Ministry of Science & Technology, Govt. of
India) Knowledge City, Sector-81, Mohali (Punjab)
Website: www.ciab.res.in

Notice Inviting Tender(NIT)

CIAB/7(77)/2019-Works

Name of Work: - “Annual Operation and Maintenance contract of Electrical, HVAC, Civil, Firefighting, Public Health and allied services for CIAB at Sector-81, Mohali.”

Sealed e-tender is invited on behalf of the Chief Executive Officer, Center Of Innovative And Applied Bioprocessing (CIAB), Mohali for the work of “**Annual Operation and Maintenance contract of Electrical, HVAC, Civil, Firefighting, Public Health and allied services for CIAB at Sector-81, Mohali**” as per terms and conditions provided in the tender document. The tender document may be purchased directly from the office of CIAB, Mohali, by paying Rs. 590/- in cash as cost of tender document or website of CIAB www.ciab.res.in or E-Central Public Procurement portal (<https://eprocure.gov.in>) in which case the fee in the form of a Demand draft of Rs. 590/- (Rupees Five Hundred Ninety Rupees only) in favour of Center of Innovative and Applied Bioprocessing (CIAB) payable at Mohali, shall be payable as cost of tender document.

Both the bids i.e., the Technical & Financial bids, must be submitted on or before 13th September 2022 (up to 3.00 PM), along with the appropriate EMD as per below mentioned schedule:

1.	Issue/download of Tender documents	From 24 th August 2022
2.	Last date and time for submission of sealed e-tender	13 th September 2022 (up to 3.00 PM)
3.	Date & time of opening of technical bid	14 th September 2022 at 3.30 PM
4.	Earnest Money Deposit	Rs. 1,98,749/-
5.	Time for Completion of Work	02 years from period specified in tender document

NOTE: Only e-tenders shall be accepted. The bids are to be submitted on E- Central Public Procurement portal (<https://eprocure.gov.in/eprocure/app>). Bids received by offline mode/FAX/email will be summarily rejected.

The Executive Director, NABI reserves the right to accept/reject any tender in part or full without assigning any reason.

Center of innovative and Applied Bioprocessing (CIAB)

E-NOTICE INVITING TENDER (NIT)

1.0 Item Rate e-Tenders in two parts [Part(A)-Technical Bid & Part(B)-Financial/Price Bid] are invited on the behalf of Chief Executive Officer, CIAB from the specialized agencies/firms who have executed similar works with some Central Govt. department/State Govt. Department/Central Autonomous body/State Autonomous Body/Central PSU/State PSU/Central Govt. undertaking/State Govt. Undertaking/ City Development Authority/Municipal Corporation of City//Reputed Private Companies & Organizations for carrying out the **Annual Operation & Maintenance Contract of Electrical, HVAC, Civil, Firefighting, Public Health and allied services of CIAB campus, Knowledge City, sector-81, Mohali-Punjab, India**

1.2 Technical Eligibility Criteria for Bidders-

1.2.1 Experience of having successfully completed following type of works during the last 07 years ending previous day of last date of submission of tenders.

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

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

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

Definition of Similar Work- Similar work shall mean the work of Annual Operation and Maintenance/Supply, Installation, Testing and Commissioning of **Annual Operation & Maintenance Contract of Electrical, HVAC inventory (High and low side both), Civil, Firefighting, Public Health and allied services** etc. in any reputed Institutional campus/University/Hospitals/Multistory Office buildings/Commercial Complexes/ Power Plants/Refineries/Manufacturing Plants & Industries/Research Centre's and Laboratories/ Date Centre/Sport Stadiums/Any other Industry or Organization in India.

Department reserves the right to ask contractor for detailed schedule of quantities (BOQ) authenticated by concerned Government department to ascertain the scope of work done, in case, there is any doubt. Contractor shall fully co-ordinate in providing such documents/details

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

Note - The Tenderer shall produce definite proof from the appropriate authority, which shall be to the satisfaction of the Competent Authority, of having satisfactorily completed similar works of magnitude specified above. Completion Certificates/proofs need to be enclosed.

1.2.2 The Agency/firm must have valid GST Registration No. The proof for the same shall be enclosed with the bid.

1.2.3 Average annual financial turnover should be at least 50% of the estimated cost put to tender during the immediate last three consecutive financial years. Copies of duly attested statement (for last 03years) by Chartered Accountant should be provided.

1.2.4 The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheet, duly audited and certified by the Chartered Accountant.

1.2.5 The bidder shall have Employees Provident Fund (EPF) enlistment and proof of the same shall be attached clearly showing the Provident Fund Code number.

- 1.2.6 The bidder shall have the Employee State Insurance Corporation (ESIC) enlistment and proof of the same shall be attached with the Technical bid.
- 1.2.7 The Firm shall have valid Class 'A' Electrical contractor license for minimum voltage level of 11kV duly issued by the licensing authority of Electricity Department. The copy of the same shall be enclosed with the Technical bid.
- 1.2.8 The bidder shall submit the performance certificate of works as per format given in **Annexure-2** (In case the bidder has executed any contract/work or ongoing work at CIAB during the last 05years). In case of non-satisfactory performance of any work executed or ongoing work at CIAB during last 05 years, the bid will not be considered for further evaluation.

The declaration on firm's letter head **'No work executed at CIAB during last 05 years'** be submitted if the firm has not executed any work in CIAB for last 05 years.

- 1.2.9 The bidder shall submit the mandatory site visit certificate as per the format given in **Annexure-3**.
- 1.2.10 The tenderer shall submit an affidavit on a non-judicial stamp paper of Rupees fifty only duly attested by notary, certifying that **"information /documents/experience certificates enclosed by the bidder (Name of contractor) along with this tender are genuine and also the bidder (applicant) shall not have any objection in case CIAB verifies them from the issuing authority. Original copy of the documents shall also be produced to CIAB for their verification on demand. In case, the information /documents /certificates are not found genuine the agency (applicant) shall be debarred for 05 years from participating in any tender of CIAB in future. Further, the agency (applicant) confirms that we have not been blacklisted by any of their clients.**

2. The tenderer shall depute all the required manpower at CIAB Campus on direct company/firm payrolls basis through regular/permanent employment or through direct contract employment. No third-party manpower outsourcing or subcontracting of manpower is allowed in this contract. The tenderer if successful, shall submit an affidavit on a non-judicial stamp paper of minimum Rupees hundred only duly attested by notary, certifying that "In case of award of work (Name of work) to the bidder (Name of Contractor), the bidder shall depute all the required manpower at CIAB on direct company/firm payrolls basis through regular/permanent employment or through direct contract employment. No third-party manpower outsourcing or subcontracting of manpower will be applied in this contract. If at any stage of tender evaluation or during execution of contract, the above information/undertaking given is found false or incorrect then the contract will be terminated with immediate effect with the approval of Competent Authority, CIAB and the contractor shall be debarred for 05 years from participating in any tender of CIAB in future".

3. Agreement shall be drawn with the successful tenderer on prescribed format by the Competent Authority. Tenderer shall quote his rates as per various terms and conditions laid down in the tender document.

4. The contract will be initially awarded for a period of 02 years however based on the satisfactory performance of the contractor and at the discretion of the Competent Authority, CIAB, it may be extended for a further period of 01 year or lesser based on the requirement of CIAB. During the extended period of contract (if any), the increment in minimum wages of the deputed staff (if any) stipulated by the Govt. of India shall be payable to the contractor proportionately. The date of start of contract shall be as defined in schedule 'C' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

5. The site for the work is available.

5 (i) Tender documents can be downloaded directly from the CIAB website **www.ciab.res.in** or E-Central public procurement portal **https://eprocure.gov.in/eprocure/app** (up to 14-09-2022).

(ii) Tender forms, NIT, schedule of items and all the Tender documents consisting of all the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of Assistant Executive Engineer, CIAB on all working days between 10:00 am to 5:00pm.

6.(i)Tenders shall be accompanied with tender cost of **Rs.590/-** only in the form of Demand Draft in favour of "Center of Innovative and Applied Bioprocessing, Mohali" payable at Mohali.

(ii) Tenders shall be accompanied with Earnest money of Rs. 1,98,749/-in the form of Receipt Treasury Challan/Deposit at Call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank issued in favour of "Center of Innovative and Applied Bioprocessing" payable at Mohali.

(iii) **Submission of Tender-** The tender shall be submitted/uploaded as e-tender only in the following covers as detailed below:

1. Cover -1 marked as Technical Bid containing the following-

- a) Scanned copy of Demand Draft of Rs.590/-only as cost of tender documents or cash receipt in case of tender fee submitted to CIAB office in cash.
- b) Scanned copy of Earnest Money Deposit (EMD) of Rs. 1,98,749/-in the prescribed format.
- c) Scanned copy of documents related to Technical eligibility criteria 1.2 i.e., Completion certificates/proofs of the similar works completed and all other required documents as mentioned in the Technical Eligibility criteria 1.2.1 to 1.2.10.
- d) Scanned copy of signed and stamped complete Tender documents i.e., Volume-1.

2. Envelope-2 marked as Financial/Price Bid containing the following-

- a) This shall contain the price for the execution of the works specified as per Volume-2 of the tender document.
3. The above documents shall be uploaded by the bidder on E-Central public procurement portal <https://eprocure.gov.in/eprocure/app> by 3:00 PM on 13-09-2022 and will be opened on 14-09-2022 by CIAB at 3:30 PM.

Note: - a) Documents to be uploaded in PDF format only (Price Bid in Excel format only). b) The original payment instrument like Demand Draft of any Nationalized Bank against Earnest Money and Cost of Tender document should be sent to the address- Center of Innovative and Applied Bioprocessing, Sector-81, Knowledge City, PO- Manauli, SAS Nagar, Mohali 140306, and Punjab by post/speed post/courier/by hand before due date & time of receipt of tenders, failing which the tenders will not be considered for further evaluation.

NOTE-2: In case of non-submission/incorrect submission of any of the above-mentioned documents/details by the bidder or in case of non-compliance of any of the technical eligibility criteria by the bidder, their bid shall not be considered for further evaluation or shall be considered ineligible.

REGARDING TENDER FEE AND EMD EXEMPTION

Only Tender Fee and EMD exemption is allowed for Micro & Small Enterprises (MSEs) who are registered with District Industries Centers(DICs)/Khadi & Village Industries Commission(KVIC)/ Khadi & Village Industries Board(KVIB)/ National Small Industries Corporation (NSIC)/MSEs registered under Udyog Aadhar Memorandum(UAM)/Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises(MoMSME) but relevant certificates of registration need to be enclosed by the bidder along with the Technical bid, claiming for exemption. Also, the bidders/MSEs claiming for exemption of Tender fee and EMD shall submit the duly signed and stamped hard copies of necessary registration certificates on or before the last date of submission of tenders, failing which their tenders will not be considered for further evaluation.

6. The contractor whose tender is accepted, will be required to furnish performance guarantee of 3% (Three Percent) of the tendered amount within the period specified in Schedule 'C'. This guarantee shall be in the

form of cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at Call receipt of any scheduled bank/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 Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'C' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

7. The description of the work is as follows:

Annual Operation & Maintenance Contract of Electrical, HVAC, Civil, Firefighting, Public Health and allied services of CIAB campus, Knowledge City, sector-81, Mohali-Punjab, India

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the type of system (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed.

The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work (For Annx-1,2,3) unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

8. The Competent Authority does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

9. Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

10. The Competent Authority reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

11. The contractor shall not be permitted to tender for works in the CIAB, Mohali if his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted officer in the CIAB, Mohali or in the Ministry of Science & Technology, Govt. of India. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.

12. No Engineer of gazette rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found 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.

13. The tender for the works shall remain open for acceptance for a period of one hundred eighty (180) days from the date of opening of tenders/Ninety days from the date of opening of financial bid in case tenders are invited on 2/3 envelop system (strike out as the case may be) if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the department shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.

14. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting/Competent Authority shall within 15 days from the stipulated date of start of the work, sign the contract agreement consisting of:-

- a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- b) Tender form-1.

15. No price preference to any corporate society/Registered society, Govt. Public Sector undertakings / bodies shall be given and tenders shall be exclusively dealt with on merit.

16. The contractor shall comply with the provisions of the Apprentices Act 1961, Minimum wages Act 1948, Workmen's compensation Act 1923, contract labour (Regulation and Abolition Act 1970), payment of wages Act 1938, Employer's liability Act 1938, Maternity Benefits Act 1961, Employee's State Insurance Act, 1948, Employees Provident Funds and Miscellaneous Provisions Act, 1952 and the Industrial disputes Act 1947 as applicable and the rules and regulations issued there under and by the local Administration/ Authorities from time to time as well all provisions of law applicable to workmen. Failure to do so shall amount to breach of the contract and the Competent Authority may at his discretion terminate the contract. The Contractor shall also be liable for any pecuniary liability arising on account of violation by him of any of the said Acts and shall indemnify the Institute on that account. Institute will not be liable for any act or omission on the part of the contractor in so far as any violation of any of the aforementioned acts.

17. Each tenderer shall submit only one tender; either by him or as partners in a joint venture. A tenderer who submits or participates in more than one tender will be disqualified.

18. Unless otherwise stated, the contract shall be for the whole work as described in the "Schedule of Items" and the drawings. The contractor shall be bound to complete the whole work as described in the schedule of items of works and the drawings, including additional items, if any, as per drawings and instructions. The issuance of certificate of completion as issued by the Engineer-in-Charge shall be mandatory and will be conclusive proof of completion of work.

19. Interpretations, corrections and changes to the Tenders Documents shall be made by Addendum, if required by the Institute.

20. Each Tenderer shall ascertain prior to submitting his Tender that he has received all Addenda issued and he shall so acknowledge their receipt in his Tender.

21. The provisions in the Tender documents shall govern over the contents of the above paragraphs if in contradiction or variation.

22. All pages of the Tender should be page numbered and indexed.

23. It is the responsibility of tenderer to go through the tender document to ensure furnishing all required documents in addition to above, if any.

25. The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender along with the stamp.

26. A tender, which does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

27. Only bidding through e-tendering on CPP portal (**E-Central public procurement portal <https://eprocure.gov.in/eprocure/app>**) shall be accepted.

Center of innovative and Applied Bioprocessing (CIAB)
Item rate Tender & Contract for Works

(i) Tender for the work of: **Annual Operation & Maintenance Contract of Electrical, HAVC, Civil, Firefighting, Public Health and allied services of CIAB campus, Knowledge City, sector-81, Mohali-Punjab, India**

(ii) To be submitted by 15:00 hours on 31-07-2022 to the Chief Executive Officer, CIAB

(iii) To be opened at 15:30 hours on 01-08-2022 in the office of the Administrative Officer, CIAB

Tender Fee: Rs.590 /- only (Non-refundable)

Earnest Money Deposit: Rs. 1,98,749/-

Performance Guarantee: @ 3% of Tendered value

Place of opening of tender document: Center of Innovative and Applied Bioprocessing, Knowledge City,
sector-81, Mohali-Punjab

Issued to*: _____

Signature of officer issuing the documents*: _____

Designation*: _____

Date of Issue*: _____

*Not to be filled if tender is downloaded from website.

TENDER

I/We have read and examined the notice inviting tender, **schedule A, B, C, D**, Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Institute within the time specified in Schedule 'C' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in General Rules and Directions and in Clauses of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

We agree to keep the tender open for ninety (90) days from the due date of its opening/ ninety days from the date of opening of financial bid in case tenders are invited on 2/3 envelop system (strike out as the case may be) and not to make any modification in its terms and conditions.

A sum of Rs. 1,98,749/-is hereby forwarded in cash/receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the Chief Executive Officer, CIAB or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that the Chief Executive Officer, CIAB or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in the Institute in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

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

Dated:

Signature of
Contractor

Witness:

Postal
Address

Address:

Occupation:

GENERAL RULES & DIRECTIONS

1. All work proposed for execution by contract will be notified in a form of invitation to tender posted on website as the case may be.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit and Performance guarantee to be deposited by the

successful tenderer and the percentage, if any, to be deducted from bills. Copy of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paisa and considering more than fifty paisa as rupee one.

In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more contractors is same, then such lowest contractors may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.

If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Administrative Officer, Engineer in-charge of major & minor component(s) and the lowest contractors those have quoted equal amount of their tenders.

In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited.

In case all the lowest contractors those have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors.

Contractor, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the retendering process of the work.

5. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked

out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

6. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15 P' and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be upto two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
7. The Bidder/Contractor Firm should possess all the necessary clearance from all the Govt. authorities/departments for the related work as well as the regulatory affairs.
8. The Chief Executive officer, CIAB shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
9. The Contractor whose tender is accepted, will be required to furnish performance guarantee of 3% (three Percent) of the tendered amount within the period specified in Schedule 'C'. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at call receipt of any scheduled bank/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 Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.
10. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
11. GST, turnover tax or any other tax applicable in respect of this contract shall be payable by the Contractor and Institute will not entertain any claim whatsoever in respect of the same. The bidder shall give the total composite price inclusive of all Central & State's levies and taxes i.e. GST, Excise duty, Turnover Tax, Works Contract Tax etc applicable to this work.

If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

12. The contractor shall give a list of both gazetted and non-gazetted CIAB employees related to him (if any).
13. The tender for the work shall not be witnessed by a contractor or contractors who himself/ themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
14. The statutory deductions such as TDS etc. shall be deducted at source as per prevailing percentage/rates/rules as amended from time to time by Central/State Govt.
15. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Competent Authority may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

16. The Contractor will be required to take labour license from the licensing authority for the deployment of manpower at CIAB campus and will submit the copy of same to the Engineer-In charge after the award of work.
17. CIAB shall be at liberty to terminate the contract by issuing a month's notice to the contractor without assigning any reason what so ever. As regards unsatisfactory performance or noncompliance with any of the terms and conditions of the contract by the contractor, CIAB shall have the right to terminate the contract forthwith without notice & rearrange the balance work through other agencies at the risk and cost of the contractor & under such circumstances, the security deposit paid by the contractor shall stand forfeited

CONDITIONS OF CONTRACT

Definitions

1. The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between competent authority on behalf of the CIAB and the contractor, together with the document referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by 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, hereby respectively assigned to them:-
 - a) The expression **works** or **work** shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - b) The **site** shall mean the land/ or other places like building etc. on into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - c) The **contractor** shall mean the individual, 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.
 - d) The Competent Authority shall mean the **Chief Executive Officer, CIAB**
 - e) **Institute/Department** shall mean the Center of innovative and Applied Bioprocessing (CIAB), Mohali.
 - f) **Administration** shall mean the administration of CIAB, Mohali.
 - g) **Local authority** shall mean the Municipal Corporation of Mohali and shall also deemed to include any other body, State Govt. Department or department of the administration.
 - h) **Accepting Authority** shall mean the authority mentioned in Schedule 'C'.
 - i) **Engineer-Incharge** shall mean the Assistant Engineer-Electrical
 - j) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers.
 - k) **District Specifications** means the specifications followed by the State Government in the area where the work is to be executed.

- l) **Tendered value** means the value of the entire work as stipulated in the letter of award.
- m) **Date of commencement of work:** The date of commencement of work shall be the date of start as specified in schedule 'C' or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.
- n) **Excepted Risk** are risks due to riots (other than those on account of contractor's Employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from 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 owner of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to owner's faulty design of works.
- o) **Market Rate** shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour as per market at the site where the work is to be executed plus the percentage to cover all overheads and profits.

Scope & Performance

- 3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
- 4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

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 descriptions given in the Schedule of Scope of Work (Schedule- A & Schedule-D) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

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 prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies and Adjustment of Errors

- 8. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

8.1 In the case of discrepancy between the schedule of work, the Specifications and/or the Drawings, the following order of preference shall be observed:-

- a) Description of Schedule of Quantities.
- b) Particular Specification and Special Condition, if any.
- c) Drawings.
- d) CPWD Specifications and Manufacturer specifications with upto date amendments.
- e) Indian Standard Specifications of B.I.S.

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

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

8.4 In case of any conflict/discrepancy on any specification or item to be executed or any other issue related to the contract, the CPWD guidelines and GFR (General Financial Rules) shall be referred to for the same with further recommendations and approvals of the Competent Authority.

Signing of Contract

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

- a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- b) Tender form-1.

10. No payment for the work done will be made unless contract is signed by the contractor.

UNIFORM

11.(i) The employees/manpower deployed by the agency shall have neat/clean/washed uniforms with visible identification badge along with ID cards to be carried by the persons at all times during duty hours at CIAB. All the O & M staff shall wear safety shoes in compulsory during duty hours.

(ii) The contractor shall be responsible for proper maintenance of decorum, punctuality, discipline and work output. The personnel so deployed will be in proper neat & clean uniform. Provision of uniform etc. to be made to deployed staff shall be the responsibility of the contractor. Nothing extra shall be paid on this account.

PAYMENT OF WAGES

1. The contractor shall pay to all the Operation & Maintenance (O&M) staff deployed at CIAB, the latest applicable minimum rates of wages as prescribed by Ministry of Labour & Employment, Govt. of India for Area- B (Chandigarh/Mohali) for Construction or Maintenance works. Any revision in wages as per Govt. of India shall be payable to the O & M staff by the contractor during contract period only, without any additional cost implication to CIAB. During the extended period of contract (if any), the increment in minimum wages of the deputed staff (if any) stipulated by the Govt. of India shall be payable to the contractor proportionately by CIAB. The wages shall be payable to the O&M staff in accordance with their respective category/domain of work i.e., highly skilled/skilled/semi-skilled/unskilled etc. the monthly payment /salary to all the O&M staff deployed at CIAB shall be made by the contractor by the end of first week i.e., 07th of every month. The disbursement of salaries to all the O&M staff shall be made in their respective bank accounts only and no cash payment shall be made to the workers/staff.

In delay of disbursement of salary per day 0.1% penalty will be deducted contractor monthly bill.

2. The payment for EPF, ESI contributions on behalf of employer i.e., CIAB shall be deposited by successful bidder. Also, other perks such as leave wages (Paid leave as per factory act 1948), bonus i.e. (as per bonus act 1965) etc. shall be payable to the workers. No extra to be paid by Employer for this in bidder quoted amount. Also all gazette holiday approved by GOI shall be given to them, if any worker joins the duty during holiday or working more than normal duty hours, overtime shall be given as per norms (extra wages should be given at twice the ordinary rate) without any implication to employer.

CLAUSES OF CONTRACT

CLAUSE 1

- (i) The contractor shall submit an irrevocable Performance Guarantee of **3% (Three percent)** of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified from the date of issue of letter of acceptance. This period can be further extended by the

Competent Authority up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 5,000/-) or Deposit at Call receipt of any scheduled bank/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 Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

- (ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

- (iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the owner 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 owner 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 Competent Authority.
- (v) On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a provisional Completion certificate shall be recorded by the Engineer-in-Charge. The provisional certificate shall have appended with a list of outstanding balance item of work that need to be completed in accordance with the provisions of the contract. This provisional completion certificate shall be recorded by the concerned Engineer-In-

charge with the approval of Superintending Engineer /Project Manager / Chief Engineer/Chief Project Manager, if required. After recording of the provisional Completion Certificate for the work by the competent authority, the 80 % of performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving Maintenance of building and services /any other work after construction of same building and services/ other work, then 40% of performance guarantee shall be returned to the contractor, without any interest after recording the provisional Completion certificate.

CLAUSE 2

Compensation for Delay

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

(i) Compensation @ point five percent (0.5%) per week of delay for delay of work to be computed on day basis provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

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 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.

(vi) If the contractor shall enter into a contract with Government 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 had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.

(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 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 Competent Authority 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 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

(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 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 following time limits:

(i) If the Tendered value of work is up to Rs. 45 lac: 15 days.

(ii) If the Tendered value of work is more than Rs. 45 lac and up to Rs. 2.5 Crore: 21 days.

(iii) If the Tendered value of work exceeds Rs. 2.5 Crore: 30 days.

CLAUSE 4

Contractor liable to pay Compensation even if action not taken under Clause 3

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

CLAUSE 5

Time and Extension for Delay

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely.

If the work(s) be delayed by: -

- (i) Force majeure, or
- (ii) Abnormally bad weather, rains or
- (iii) Serious loss or damage by fire, or
- (iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the Trades employed on the work.
- (v) Delay on the part of other contractors or tradesmen engaged by owner in executing work not forming part of the Contract, or
- (vi) Non-availability of stores material, which are the responsibility of owner to supply or
- (vii) Non-availability or break down of tools and Plant to be supplied or supplied by Government or
- (viii) Any other cause which, is beyond the Contractor's control.

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the authority as indicated in Schedule 'F' but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works. The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in sub clause 5.2.

Clause 8A

When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, color washing, painting etc., on walls, floor, windows, etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done: without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the 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 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 owner. 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 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 as specified in schedule F.

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's property and such materials shall be disposed off to the best advantage of Government

according to the instructions in writing issued by the Engineer in-Charge.

CLAUSE 11

Work to be executed in Accordance with Specifications, Drawings, Orders etc.

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract. The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

CLAUSE 12:

Deviations/ Variations Extent and Pricing

The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered be extended, if requested by the contractor, as follows:

(i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus

(ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

12.2

Deviation, Extra Items and Pricing

In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) submit market rate claim rates, supported by proper analysis which shall include invoices, vouchers etc. and Manufacturer's specification for the work failing which the rate approved later by the Engineer- in charge shall be binding and the Engineer-in-Charge shall within prescribed time limit of the receipt of the claims supported by analysis , after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined, failing which it will be deemed to have been approved. In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para.

(a) If the market rate for the substituted item so determined is more than the market rate of the agreement item

(to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

(b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

Deviation, deviated Quantities, Pricing

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in schedule F, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within prescribed time limit of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates (as per invoice, vouchers from the manufacturers or suppliers submitted by the agency and duly verified by Engineer in Charge or his representative) and the contractor shall be paid in accordance with the rates so determined. The prescribed time limit for finalizing rates for Extra Item(s), Substitute Item(s) and Deviated Quantities of contract items is within 45 days after submission of proposal by the contractor without observation of the Engineer-in-Charge. If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the

12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule F, and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

12.4 For the purpose of operation of Schedule "F", the following works shall be treated as works relating to foundation unless & otherwise defined in the contract:

- (i) For Buildings: All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower.
- (ii) For abutments, piers and well staining: All works up to 1.2 m above the bed level.
- (iii) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs/ tanks and other elevated structures: All works up to 1.2 metres above the ground level.
- (iv) For reservoirs/tanks (other than overhead reservoirs/tanks) : All works up to 1.2 metres above the ground level.
- (v) For basement: All works up to 1.2 m above ground level or up to floor 1 level whichever is lower.
- (vi) For Roads, all items of excavation and filling including treatment of sub base.

12.5 Any operation incidental to or necessarily has to be in contemplation of tenderer while quoting tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

CLAUSE 13

Foreclosure of contract due to Abandonment or Reduction in Scope of Work

If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the Engineer-in-Charge shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

Clause 14

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

(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 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.

(iii) 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, 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 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 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 as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government 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 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 15

Suspension of Work

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

(a) on account of any default on the part of the contractor or;

(b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or

(c) for safety of the works or part thereof.

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

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

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

(b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in- Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in- Charge within fifteen days of the expiry of the period of 30 days.

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

CLAUSE 16

Action in case Work not done as per Specifications

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-In-charge, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. If it shall appear to the Engineer-in-charge , that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work

costing Rs. 10 Lac and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

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

Clause 18

Contractor to Supply Tools & Plants etc

The contractor shall provide at his own cost all materials, machinery, tools & plants as specified in schedule F. 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 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 portion thereof.

Clause 18 B

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 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 C.P.W.D. Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by C.P.W.D. Contractors, Government will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Government under subsection(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise Government 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 licence 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, if required as per labour law. 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. Any failure to fulfil 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:

(i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the C.P.W.D 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 unauthorized made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

(iv) (a) The 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-fulfilment 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.

(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 CIAB against payments to be made under and for the observance of the laws aforesaid and any other law, 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 19L

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. The Employment of skilled/semi-skilled workers Contribution of EPF and ESI verification of deployment Labour will be done through biometric attendance system or any other suitable method by the Engineer in Charge.

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 21

Work not to be sublet. Action in case of insolvency

The contract shall not be assigned or sublet without the written approval of the Engineer-in - Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer in- Charge on behalf of the President of India shall have power to adopt the course specified in

Clause 3 hereof in the interest of Government and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

CLAUSE 24

Life Cost Cycle

The contractor shall be responsible for safety, quality and soundness of the buildings including structural elements beyond maintenance period. The contractor shall have obligation to rectify such defects minimum up to 5 (five) years from the date of completion of work. The defects have to be rectified within a reasonable time not exceeding three months after issue of notice by Engineer- in- Charge.

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 or if the Engineer in Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or 51 carrying out of the work, to be unacceptable and is disputed, such party shall promptly within 15 days of the arising of the disputes request the Chief Engineer/ CPM, or where there is no Chief Engineer/CPM, request the Additional Director General/Special Director General ,who shall refer the disputes to Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The Dispute Redressal Committee (DRC) give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from CE/CPM/ADG/SDG. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'.

Provided that no party shall be represented before the Dispute Redressal Committee by an advocate/legal counsel etc. The DRC will submit its decision to the concerned ADG/SDG for acceptance. ADG/ SDG in a time limit of 30 days from receipt of DRC decision will convey acceptance or other wise on the said decision .If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or the ADG/SDG fails to give his decision in the aforesaid time limit or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC)/ ADG/ SDG theneither party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC)/ ADG/SDG or on expiry of aforesaid the time limits available to DRC/ ADG/SDG ,may give notice to the Chief Engineer/CPM, CPWD, in charge of the work or if there be no Chief Engineer/ CPM,, the Additional Director General /Special Director General concerned or if there be no Additional Director General/ Special Director General, the Director General, CPWD for appointment of arbitrator on prescribed proforma as per Appendix XVII under intimation to the other party. It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration. The CE/ADG/ SDG /DG shall in such case appoint the sole arbitrator or one of the three arbitrators as the case may be within 30 days of receipt of such a request and refer such disputes to arbitration. Wherever the Arbitral Tribunal consists of three Arbitrators, the contractor shall appoint one arbitrator within 30 days of making request for arbitration or of receipt of request by Engineer-in-charge to CE/ADG/ SDG /DG for appointment of arbitrator, as the case may be, and two appointed arbitrators shall appoint the third arbitrator who shall act as the Presiding Arbitrator. In the event of a. A party fails to appoint the second Arbitrator, or b. The two appointed Arbitrators fail to appoint the Presiding Arbitrator, then the Director General, CPWD shall appoint the second or Presiding Arbitrator as the case may be. (ii) Dispute or difference shall be referred for adjudication through 52 arbitration by a Tribunal having sole arbitrator where claimed amount is Rs. 20 Crore or less. Where claimed Value is more than Rs. 20 Crore, Tribunal shall consist of three Arbitrators as above. The requirements of the Arbitration and Conciliation Act, 1996 (26 of 1996) and any further statutory modification or reenactment thereof and the rules made there under and for the time being in force shall be applicable. It is a term of this contract thatthe party invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the decision of the ADG/ SDG on the finding / recommendation of DRC. It is also a term of this contract that any member of the Arbitration Tribunal shall be a Graduate Engineer with experience in handling public works engineering contracts, and further he shall have earlier worked at a level not lower than Chief Engineer/ equivalent (i.e. Joint Secretary level of Government of India). This shall be treated as a mandatory qualification to be appointed as arbitrator. Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015. Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference by the appointing authority.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 fees payable to arbitral tribunal shall be as approved by DG, CPWD, OM issued vide no.2/2006/SE(TLC)/CSQ /137 dated 19-11-2019 (or its latest amendment as approved by DG, CPWD). This fee shall be shared equally by parties. The place of arbitration shall be as mentioned in Schedule F. In case there is no mention of place of arbitration, the arbitral tribunal shall determine the place of arbitration. The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with both the parties. Failing any such agreement, then the Arbitral Tribunal shall decide the venue.

CLAUSE 27

Lumpsum 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

Action where no Specifications are specified

In the case of any class of work for which there is no such specifications as referred to in Clause 11, 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 state/ District Specifications. In case there 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 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 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 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 Government or any contracting person 54 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 Government will be kept withheld or retained as such by the Engineer-in-Charge or Government till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise. (ii) Government shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum 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 overpayment and it shall be lawful for Government 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 to the contractor, without any interest thereon whatsoever. Provided that the Government 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 Superintending Engineer or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer

CLAUSE 30

Water for works

The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions. (i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge. (ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory

CLAUSE 31

Hire of Plant & Machinery

The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work.

CLAUSE 32

Employment 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 be lower than specified in Schedule 'F'. Even if the contractor (or partner(s) in case of firm/company) is himself / herself an Engineer, it is necessary on the part of the contractor to employ principal technical representative / technical representative (s) as per stipulation 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. 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 57 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 (nonrefundable) 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 technical 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) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every on-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 33

Levy/Taxes payable by Contractor

- (i) GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect except as provided under Clause 34.
- (ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities. If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor

CLAUSE 35

Termination of Contract on death of contractor

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

CLAUSE 36

If relative working in department then the contractor not allowed to tender

The contractor shall not be permitted to tender for works if officials responsible for award and execution of contracts. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Officer in CIAB. Any breach of this condition by the contractor would render him debarred from tendering.

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

CLAUSE 37

No Gazetted Engineer to work as Contractor within one year of retirement

No engineer of gazetted rank or other gazetted officer employed in CIAB engineering division or administrative duties shall work as a contractor or employee of a contractor for a period of one year after his retirement from CIAB service without the previous permission of Competent Authority at CIAB 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 Competent Authority at CIAB as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

CLAUSE 40

Apprentices Act provisions to be complied with

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the owner may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

Clause 41

Release of Performance Guarantee after Labour clearance

Release of **Performance Guarantee** of the work shall not be refunded till the contractor produces a clearance deposit after labour certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the

Security Deposit will be released if otherwise due.

OTHER CONDITIONS

- 1. The safety precautions/provisions as per CPWD Safety Code mentioned in CPWD General Condition of Contract 2020 may be required to execute the work by contractor free of cost.**
- 2. Model Rules for the Protection of Health and Sanitary Arrangements for Workers to be followed by Contractor as per CPWD General Condition of Contract 2020.**
- 3. Contractor Should be follow C.P.W.D. Contractor's Labour Regulations as per CPWD General Condition of Contract 2020.**
- 4. List of acts and omissions for which fine can be imposed to be implemented on site as per CPWD General Condition of Contract 2020.**

SCHEDULE-A

SCOPE OF WORK

ABOUT THE WORK:

Center of Innovative and Applied Bioprocessing (CIAB) is Central Autonomous Institutes under Department of Biotechnology, Ministry of Science and Technology, Govt. of India. CIAB are located in 15 acres which is newly constructed in Knowledge City, sector-81, Mohali-Punjab, India. The details of the different buildings constructed at CIAB campus with their built-up areas are given as below:

S.N.	Building Name	Built up Area (approx.) Sq. meter	No. of Floors
1.	CIAB laboratory inclusive of Admin Block	7827.00	G+3
2.	CIAB Main Entrance Gate	13.00	G
3.	Utility-01	814.625	G + Basement
4.	Bio Coal Plant Area	375	G

Note: - Bidder may visit the site and check all the buildings, areas, infrastructure etc before quoting their rates.

The CIAB intends to award the Operation and Maintenance contract to some specialized agency for the following running services/systems in the CIAB campus:

- 1) ELECTRICAL SYSTEM
- 2) EPABX SYSTEM INCLUDING TELEPHONE LINES
- 3) LIFTS
- 4) FIRE ALARM SYSTEM
- 5) GAS BASED FIRE SUPPRESSION SYSTEM
- 6) BUILDING MANAGEMENT SYSTEM(BMS)
- 7) AUDIO-VISUAL SYSTEM/PUBLIC ADDRESS SYSTEM
- 8) ACCESS CONTROL SYSTEM(ACS)
- 9) FIRE FIGHTING SYSTEM
- 10) WATER SUPPLY, STORM, SEWER, RAIN WATER HARVESTING, TREATED WATER LINES AND OTHER PUBLIC HEALTH SERVICES RELATED TO TOILETS ETC IN CAMPUS
- 11) STREET LIGHTING
- 12) SOLAR POWER GENERATION SYSTEM
- 13) SOLAR WATER HEATING SYSTEM
- 14) CCTV SURVEILLANCE SYSTEM
- 15) HVAC low side and High side

Schedule-B

SCHEDULE OF SERVICES TO BE PROVIDED BY THE AGENCY:

- 1) The agency shall be fully responsible for round the clock (24hrsx365days) Operation and Maintenance of the systems/services/inventories detailed above and installed at CIAB campus.
- 2) The agency shall depute the full manpower required for the Operation & Maintenance of CIAB campus as per the minimum manpower requirement proposed by CIAB in Annexure-4 respectively. If required, additional manpower may also be deployed by the agency as per their assessment of the work without any extra cost to CIAB. The Manpower deputed by the agency shall be fully trained in Operation & maintenance of the systems/services installed at CIAB campus.
- 3) Any relievers if required to maintain the required manpower at CIAB campus shall be the responsibility of the agency, without any extra cost to CIAB.
- 4) In case of any addition/deletion of manpower by the contractor on separate requirement given by CIAB, the equivalent gross salary amount (excluding overheads & profits) will be payable/deductible to/from the contractor monthly bills.
- 5) The Minimum educational qualification of the Manpower to be deployed by the agency shall be as per the requirements mentioned in Annexure-4. However higher qualification is also acceptable but without any extra cost of CIAB.
- 6) The agency shall prepare the building wise/area-wise manpower deployment schedule in consultation with the Engineer-In charge and get it approved in principal from the Engineer-In charge for deployment at CIAB campus.
- 7) The agency shall regularly maintain the Log books of all the services/systems installed in the CIAB campus i/c HT panels, LT panels, Transformers, DG sets, UPS, LIFTS, Fire Alarm systems, Solar Power generation system, Water Supply systems, Chillers etc., as per the format provided by Engineer-In charge.
- 8) The agency shall be fully responsible to maintain all the systems/services/inventories installed at CIAB campus as per the Maintenance schedule recommended by the respective Original Equipment Manufacturer (OEMs) of different systems and as per the instructions of Engineer-Incharge i/c regular cleaning and day to day maintenance of all the Machineries i/c LIFTS, Fire Alarm system smoke detectors, Solar panels and all other systems installed inside CIAB campus.
- 9) The agency shall regularly check all the systems/services of CIAB campus i/c checking of HT & LT Busbars for loose joints (if any), HT & LT cable connections, earthing connectivity, Earth Pit resistance measurement, Thermography of HT/LT busbars, cables, motors vibration checks and current loading etc. as per the checking schedule provided by the Engineer-In charge and will notify the defects found (if any) in the Defect register to be maintained by the agency as per the format provided by Engineer-In charge.
- 10) The agency shall also attend the complaints notified by CIAB staff in the complaint register.
- 11) In case of minor defects/complaints and in case of emergent situations, the agency shall rectify the defects on immediate basis but within a maximum of 24hrs. Time however the spares required, if any will be arranged by CIAB to the agency.
- 12) In case of emergent situations, the agency shall be responsible for the Cable fault identification & rectification, HT/LT Power cable jointing, cable terminations and related works i/c excavation of hard/soft soil area, backfilling etc. , low side pipelines of HVAC for which the agreed charges will be payable to the agency.
- 13) The agency shall be responsible for repair & replacement of Light fixtures, switches, sockets, wiring, smoke detectors etc. i/c street light fixtures as per the requirement for which the material/spares will be arranged by CIAB.
- 14) The minor works i/c internal wiring, extension of sockets, DB installation, any other works if required by CIAB shall be executed by the agency through its already deputed manpower for which the spares/material will be provided by CIAB.
- 15) The Preventive Maintenance of the specialized machineries i/c DG sets, UPS, Fire Alarm

system control panel, Fire Suppression system shall be arranged by CIAB through OEM or their authorized agency however the O & M agency will support & depute its manpower with the OEM/OEA during the same. The day-to-day maintenance of these machines shall be done by the O&M staff deputed by the contractor at CIAB campus.

16) The agency shall also be fully responsible for the regular training of it's deployed Manpower for Firefighting, operation of Fire suppression systems, Fire extinguishers etc. i/c monthly mock drill of the manpower to deal with emergent Fire situations inside CIAB campus.

17) The agency shall be fully responsible for filling of Diesel in the DG sets fuel tanks and HSD tank installed in the respective substations of CIAB campus however the diesel procurement in this case will be done by CIAB on it's own.

18) The agency shall also be fully responsible for coordinating with the Punjab State Power Corporation Ltd.(PSPCL) for restoration of power in case of any power cuts inside CIAB campus but under intimation to the Engineer-Incharge.

For CIVIL/PH/Fire Fighting

19) Cleaning, disinfection of all overhead, underground water tanks 4 times a year i.e., after every 03 months.

20) Cleaning of catch basins, gully traps, pipeline, storm, sewer manhole with manual/mechanical pump suction equipment one times in years. Also day to day blockage in Storm/sewer line/toilets/kitchen/etc. to be unblocked in quote amount only. No extra to be payable to contractor rather than this.

21) Conducting fire mock drills every 06 months with help of in-house/external fire expert.

22) Day to day operation, minor maintenance of water supply, firefighting pumps, water treatment plants, bore wells etc.

23) Day to day operation, maintenance in water supply lines, rain water pipe, sewer lines, laboratory effluent waste lines. Contractor shall deploy tools such as HDPW, PPH pipe jointing machine for any kind of emergency services.

24) In the event of any major failure of water supply pumps, fire-fighting pumps, contractor shall make interim arrangements with the help of additional pumps etc.

26) Contractor shall provide mechanical means such as JCB, crane etc for any minor digging required for maintenance purposes at site.

27) Contractor shall clear the site of un-serviceable material, debris occurred etc during maintenance, operation of any work to authorized dumping site of GMADA/MC etc.

28) Contractor shall co-ordinate with statutory bodies such as labour commission office, Punjab Pollution Control Board, Ministry of Environment & Forest, other authorities during site visit, sample collection etc.

For HVAC SYSTEM INVENTORY

29) The 03 in nos. YEWS 120 TR YORK make chillers of CIAB are already under Comprehensive maintenance contract with the OEM. Only operation and general maintenance required (in scope of work).

30) The Centralized Integrated Building Management System (IBMS) of Honeywell (Trend) make is installed at CIAB for the monitoring and operation of above-mentioned HVAC Inventory/system.

31) The agency shall depute the full manpower required for the Operation & Maintenance of HVAC system of CIAB campus as per the minimum manpower requirement proposed by CIAB in Annexure-5. If required, additional manpower may also be deployed by the agency as per their assessment of the work without any extra cost to CIAB. The Manpower deputed by the agency shall be fully trained in Operation & maintenance of the systems/services installed at CIAB campus.

32) The agency shall regularly maintain the Log books of all the HVAC machinery/systems

installed in the CIAB campus i/c Main HVAC panel, Chillers, Cooling Towers, Primary Chilled water pumps, Secondary Chilled water pumps, Condenser water pumps, Hot Water Generators, Hot water pumps, Air Handling Units, Fan Coil Units etc. as per the format provided by Engineer-In-charge.

33) The manpower deployed shall be fully responsible to as per the instructions of Engineer-In charge i/c regular cleaning and day to day maintenance of all the HVAC machineries installed inside CIAB campus.

34)q The technicians deployed shall also notify complaints in the separate complaint register for HVAC inventory.

35) The contractor shall be responsible for timely greasing/Preventive Maintenance of all motors, pumps etc. of HVAC system installed at CIAB.

36) Regarding Integrated Building Management system (IBMS), only operation and routine/preventive maintenance is required.

37) The agency shall also be fully responsible for coordinating with the other Operation & maintenance agencies (OEM or maintenance service provider) working inside CIAB campus related to Electric Power supply, HVAC inventory etc. for smooth operation of the HVAC system.

SCHEDULE-B

Reference to Conditions of Contract

Name of Work: **Annual Operation and Maintenance contract of Electrical, HVAC, Civil, Firefighting, Public Health and allied services for CIAB at Sector-81, Mohali**

- (i) Tender Fee : Rs.590/-only
- (ii) Earnest Money : **Rs.1,98,056/- only**
- (iii) Performance Guarantee : 3% of tendered value
- (iv) Date of Publication of Tender : 24-08-2022
- (v) Last date of receipt of tenders: 13-09-2022

SCHEDULE –C

GENERAL RULES & DIRECTIONS

Officer inviting Tender: **Administrative Officer**

Maximum percentage for quantity of items of work to be executed beyond which rates are to be Determined in accordance with Clauses 12.2 & 12.3.

See below

Definitions:

- | | |
|------------------------------|--------------------------------------|
| 1. Engineer-in-Charge | Assistant Executive Engineer |
| 2. Accepting Authority | Chief Executive Officer, CIAB |
| 3. Department..... | CIAB, Mohali |

Clause 1

- (i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance/award**15 days**
- (ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above**05 days***

Authority for fixing compensation as per contract**Chief Executive Officer, CIAB**

Clause 4

Number of days from the date of issue of letter of acceptance for reckoning date of start of work – **15 days**

Time allowed for execution of work. **24 months after reckoning date of start of work**

Authority to decide:

(i) Extension of time

.....

Chief Executive Officer, CIAB

(ii) Rescheduling of mile stones

.....

Chief Executive Officer, CIAB

(i) Shifting of date of start in case of delay in handing over of site..... **Chief Executive Officer, CIAB**

Clause 8

Type of work * **Annual Operation and Maintenance contract of Electrical, HVAC, Civil, Firefighting, Public Health and allied services for CIAB at Sector-81, Mohali**

8.2 & 8.3 Deviation Limit beyond which clauses

8.2 & 8.3 shall apply for building work**as per CPWD Works Manual 2019 with upto date amendments**

8.5 (i) Deviation Limit beyond which clauses

8.2 & 8.3 shall apply for foundation work (except items mentioned in earth work subhead in DSR and related

items).....

as per CPWD Works Manual 2019 with upto date

Amendments

(ii) Deviation Limit for items mentioned in earth

work subhead of DSR and related items

.....

as per CPWD Works Manual 2019

with upto date amendments

Clause 12

Competent Authority for deciding reduced rates.

.....

**Chief Executive Officer,
CIAB**

Clause 14

Any machinery, Instruments, tools & plant, ladder etc. required during execution of allotted work shall be provided by contractor. No extra payment shall be paid to contractor for any machinery, Instruments, tool & plants etc.

Clause 27

Requirement of Technical Representative(s) and recovery Rate----- **As per requirements laid down in tender and as per CPWD Works Manual 2019 Or as amended from time to time by CPWD**

Annexure-1
FORM OF PERFORMANCE BANK GUARANTEE

In consideration of the Chief Executive Officer, CIAB (hereinafter called "The Institute") having offered to accept the terms and conditions of the proposed agreement between.....and.....(hereinafter called "the said Contractor(s)") for the work..... (hereinafter called "the said agreement") having agreed 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 and conditions in the said agreement.

1. We, (hereinafter referred to as "the Bank") hereby undertake to pay to the Institute an amount not exceeding Rs. (Rupees..... Only) on demand by the Institute.
2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Institute stating that the amount claimed as 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. (Rupeesonly)
3. We, the said bank further undertake to pay the Institute any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Institute under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the Institute certified 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.

We, (indicate the name of the Bank) further agree with the Institute that the Institute shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Institute against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Institute or any indulgence by the Institute to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Institute in writing.

8. This guarantee shall be valid up to satisfactory completion of work at site and as per successful completion of time schedule period given in tender document.....unless extended on demand by the Institute. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated theday offor.....(indicate the name of the Bank)

ANNEXURE-2
PROFORMA FOR PERFORMANCE CERTIFICATE

To whomsoever it may concern

S.No	Name of work executed at CIAB during last 05years (if any)	Name of contractor who executed the work	Time Period of execution of contract (dates to be given)	Performance Level during execution of contract (Satisfactory/Not Satisfactory)

Name and Signature of Authorized person/Engineer-Incharge

Note: This Performance certificate should be on the **letter-head of CIAB** and should be signed by an authorised person of CIAB/Engineer-Incharge of the work executed. It should be enclosed by the Bidder with the tender documents.

ANNEXURE-3
MANDATORY SITE VISIT FORMAT

REF TENDER NO: CIAB/7(77)/2018-Works

NAME OF WORK: Annual Operation and Maintenance contract of Electrical, HVAC, Civil, Firefighting, Public Health and allied services for CIAB at Sector-81, Mohali

This is to certify that I/We (Name of Representative, Designation)(Name of contractor/firm with address) have visited the site onand are thoroughly aware of the work, technology/machinery installed at CIAB campus in relation to the above-mentioned work. We understand the execution site, guidelines, working hours etc. and shall adhere to the contract stipulations, terms, conditions and clauses. We, understand that, if any equipment/machinery, other parameters had been missed out by us during site visit, it shall be deemed to be included in our scope of work as per NIT terms and conditions.

Date of visit:

Signature of Firm's Representative who had visited the site

Name of Representative & Designation

Verified that Firm had visited the site on

Signature of Engineer-In-Charge on behalf of CIAB

Note: - Site visit is allowed only on working days (Monday to Friday: 9 am to 5 pm except on Holidays).

ANNEXURE-4
MINIMUM MANPOWER REQUIREMENT AT CIAB CAMPUS

S.N.	Designation	Category	Educational Qualification and Experience	Total Qty in Nos
1.	Sr. Supervisor	Highly Skilled	ITI in Electrical Trade/Diploma in Electrical Engineering, Minimum 07 years (with ITI) or 05years (with Diploma) in Operation & Maintenance/Erection and Commissioning of Electrical systems i/c Transformers, DG sets, UPS, LT/HT panels, Electrical Wiring, Cable Terminations, Street lighting works etc.	01nos
2.	BMS system Engineer	Highly Skilled	Diploma/Degree in Electrical/Mechanical Engineering along with proficiency in Computers, Internet usage , emails /BMS / SCADA system/Building Automation etc, Minimum of 02years experience in operating Building management system(BMs) /SCADA system /Automation of Large Building complexes and Audio-Visual system/Public address system operation i/c industries /Power plants/substations/Manufacturing plants etc.	01nos
3.	AC Technician	Skilled	ITI in Refrigeration & Airconditioning Trade/Diploma in Mechanical Engineering, Minimum 05years(with ITI) and 03years(with Diploma) in Operation & Maintenance/Erection and Commissioning of HVAC systems i/c Chillers, Cooling Towers,Pumps, AHUs, FCUs etc	04 nos
4.	Electrician	Skilled	ITI in Electrical Trade/Diploma in Electrical Engineering, Minimum 05years(with ITI) and 03years(with Diploma) in Electrical Wiring, cable termination work, DB installation and dressing work, Operation & Maintenance of Electrical LT/HT panels, DG sets etc.	04nos
5.	Plumber	Skilled	ITI/Diploma in relevant trade, Minimum 05years(with ITI) and 03years(with Diploma) in Plumbing works	01nos
8.	Helper technical	Semiskilled	Vocational course/ITI in Electrical/ Mechanical Engineering with 02 years relevant experience	01nos

NOTE: The existing manpower be retained being trained on as fitted engineering inventory of CIAB for more than 05 years. However, in case of an additional requirement or if felt essential in case of nonperformance or otherwise, the technician may be replaced at the discretion of Engineer in charge as per the qualifications as appended above. The manpower is dedicated to CIAB campus site only and shall not be deployed at any other site without prior approval of the Engineer in charge.

ANNEXURE-5

INDEMNITY BOND (VIOLATION OF LAWS, NORMS, ACCIDENTS, DAMAGES ETC.)
(On Non-Judicial Stamp Paper of Rs.100/-only)

Name of the work - Annual Operation and Maintenance contract of Electrical, HVAC, Civil, Firefighting, Public Health and allied services for CIAB at Sector-81, Mohali

KNOW all men by these presents that I/We _____ (Name of Contractor with address)do hereby execute Indemnity Bond in favour of Center of Innovative and Applied bioprocessing (CIAB) having their office at Knowledge City, Sector-81, Mohali and for the project Sector-81, Mohali under consideration.

On this day of2019

THIS DEED WITNESSETH AS FOLLOWS:

I/We, (Name of Contractor) hereby do indemnify and save harmless CIAB having their office at Knowledge City, Sector-81, Mohali from the following:-

1. Any third party claims, civil or criminal complaints/liabilities/material/life loss during site mishaps and other accidents such as snake bites etc or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed civil works by me/us.
2. Any damages, loss or expenses due to or resulting from any negligence or breach of duty on the part of me/us or any sub-Contractor/s if any, servants or agents.
3. Any claims by an employee of mine/ours or of sub-Contractors if any, under the workman compensation act and employers' Liability act, 1939 or any other law rules and regulations in force for the time being and any acts replacing and/or amending the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of execution of the Contract work and/or arising out of and in the course of employment of any workman/employee.
4. Any act or omission of mine/ours or sub-Contractor/s if any, our/their servants or agent which may involve any loss, damage, liability, civil or criminal action.

IN WITNESS WHEREOF THE HAS SET HIS/THEIR HANDS ON THIS DAY OF
SIGNED AND DELIVERED BY THE AFORESAID
IN THE PRESENCE OF WITNESSES:

- 1.
- 2.