



## Center of Innovative and Applied Bioprocessing (CIAB)

Sector-81, Knowledge City, PO Manauli,  
S.A.S Nagar, Mohali 140306, Punjab, India

नवोन्मेषी एवं अनुप्रयुक्त जैव - प्रसंस्करण केंद्र (सी० आई० ऐ० बी०)

A National Institute under the Department of Biotechnology (Govt. of India)



CIAB/7(76)/2018-works

04<sup>th</sup> April 2019

### CORRIGENDUM

#### Electrification inclusive of power panel at Bio coal plant site of CIAB campus, Knowledge City, sector-81, Mohali Punjab, India

Attention is invited to the Open Tender ref no. CIAB/7(76)/2018 Works for Electrification inclusive of power panel at Bio coal plant site of CIAB campus, Knowledge City, sector-81, Mohali Punjab, India the following details are

	As per Tender Technical Criteria	Revised Tender Technical Criteria
CIAB/7(76)/2018 Works	<ol style="list-style-type: none"><li>1. Demand Draft of Rs.590/- as cost of tender documents (if downloaded from website).</li><li>2. Earnest Money Deposit (EMD) of Rs.9,900/- /-only in the prescribed format</li><li>3. The agency must be operating in the state of Punjab &amp; having their office located in Punjab/Chandigarh</li><li>4. DSR Item no. 2900 ( HPPE Pipe coupler and 185 sq. mm 3.5 C cable)</li><li>5. Tender receipt date: 08.04.2019 at 15:00 hrs</li><li>6. Tender opening date: 08.04.2019 at 15:30 hrs</li></ol>	<ol style="list-style-type: none"><li>1. Demand Draft of Rs.590/- as cost of tender documents (if downloaded from website) or MSME valid enlistment copy.</li><li>2. Earnest Money Deposit (EMD) of Rs.9,900/- /-only in the prescribed format or MSME valid enlistment copy.</li><li>3. Deleted</li><li>4. Read Sl. no 24 (i) and unit as meter</li><li>5. Extended Tender receipt date: 15.04.2019 at 15:00 hrs</li><li>6. Extended Tender opening date: 15.04.2019 at 15:30 hrs</li></ol>

The remaining specifications and terms & conditions of the tender are remains same. The Chief Executive Officer, CIAB reserves the right to accept or reject any offer without assigning any reason.

S/d

Administrative Officer

# **CENTER OF INNOVATIVE AND APPLIED BIOPROCESSING (CIAB)**

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



**Tender Notice for award of Electrification inclusive of power panel at  
Biocoal plant site of CIAB campus, Knowledge City, sector-81, Mohali-  
Punjab, India**

**TENDER NO: CIAB/7(76)/2018-Works**

**Tender Issued from: 28-03-2019**

**Last date of receipt of tender: 08-04-2019 up to 3:00pm**

**Tender Opening date: 08-04-2019 @ 3:30pm**

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**CENTER OF INNOVATIVE AND APPLIED BIOPROCESSING(CIAB)**

(Deptt. of Biotechnology, Ministry of Science & Technology, Govt. of India) Knowledge City, sector-81 Mohali-140306, Punjab, INDIA Website: [www.ciab.res.in](http://www.ciab.res.in), Tel: 0172-5221400

**Tender Ref No: CIAB/7(76)/2018-Works**

1. Sealed Tenders in Two parts [Part (A)-Technical Bid & Part (B)-Financial/Price Bid] are invited on the behalf of Chief Executive Director, CIAB from experienced, reputed and capable **agencies who have installed and commissioned the power panels** for the award of **“Electrification inclusive of power panel at Biocoal plant site of CIAB campus, Knowledge City, sector-81, Mohali-Punjab, India”**.

The details of the complete tender documents along with the Tender fee, EMD, last date of submission, opening date, schedule of items etc. will be available on the CIAB Website [www.ciab.res.in](http://www.ciab.res.in) & CPPP Website [www.eprocure.gov.in](http://www.eprocure.gov.in). Further changes, if any in the tender document will be available only on the CIAB Website. Bidders may kindly refer the CIAB website before submitting the bids. Amendments will be available only on the CIAB Website. Bidders may kindly refer the CIAB website before submitting the bids.

CIAB reserves the right to accept/reject any offer in part or full without assigning any reason.

**Administrative Officer**

## CENTER OF INNOVATIVE AND APPLIED BIOPROCESSING (CIAB)

### NOTICE INVITING TENDER (NIT)

2. Sealed Item rate 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 including Original Equipment Manufacturers(OEM) of power panel or their authorized system service providers/channel partners who have executed similar works with some Central Govt. department/State Govt. Department/Central Autonomous body/State Autonomous Body/Central PSU/State PSU/City Development Authority/Municipal Corporation of City/Reputed Private Companies & Organizations for carrying out the **Electrification inclusive of power panel at Biocoal plant site of CIAB campus, Knowledge City, sector-81, Mohali-Punjab, India.**

#### 1.1 Technical Eligibility Criteria for Bidders-

1. All the information requested for pre-qualification shall be provided by the bidding firm. Failure to provide information, which is essential to evaluate the bidder's qualification, or to provide timely clarification or substantiation of the information, supplied may result in disqualification of the bidder.
2. Pre-qualification will be based on meeting all the following minimum criteria regarding the bidder's **general and special experience, personnel, equipment and financial capabilities, as demonstrated by the bidder's responses in the forms attached.**
3. The bidder must submit a self-attested copy of the work order (s) (detail to be filled in the attached format- 3) about the works completed within last five years as on 31.03.2019 as a proof of similar work done in Central / state Government organization / PSU.
4. The agency must be operating in the state of Punjab & having their office located in Punjab/Chandigarh.
5. **Annual Turnover:**

The bidder should have achieved a minimum annual turnover of **Rs.2.5 Lacs** in any one of the last 3 financial years. Tenderer should submit attested copies of auditor's report along with balance sheet and Profit & loss statement for the relevant financial year in which the minimum criteria are met. Provisional audited balance sheet/certified statement shall not be acceptable.

6. **Profit/loss:**  
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.
7. **Solvency Certificate:**  
Solvency of the amount equal to 40% of the Estimated Cost put to tender (ECPT).

#### 6. **Work Experience:**

The bidder should have satisfactorily completed in his own name at least one work of similar nature amounting to **Rs.2.4 lakh or two works of 1.8 lakhs each** or three works **1.2 Lakhs** each in one year of the last three calendar years prior to the date of submission of bids. Work of similar nature and complexity means – **“Electrification inclusive of power panel, Distribution Boxes and laying of Cabling etc in office building cum laboratory building.**

- Only such works will be considered which 100% complete in all respect on or before 31-03-2019. The work(s) which is/are not similar as per above requirements shall not be considered for evaluation of bid. The works or part work(s) at different sites concurrently completed by bidder shall also not be considered for evaluation of bid.

**The tenderer should submit the following documentary proof in support of the above: -**

The tenderer is required to submit the Completion certificate issued from client indicating above items defined for similar works. **CIAB reserves the right to verify the authenticity of completion certificates/ other documents.**

(The bidder should submit the details of such completed works as per the format at **Proforma-3** enclosed.)

**7. General:**

Even though the bidders meet the above qualifying criteria, they are subject to disqualification if they are found to:

- Have made misleading or false representation in the forms, statements and attachments in proof of the qualification requirements and/ or;
- Have performed poorly such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. and /or
- Be blacklisted or business banned by any Central/State Govt. Department/ Public Sector Undertakings or any Enterprises of Central/ State Govt. and / or.
- Have submitted incomplete/ inadequate supporting documents or not furnished all the relevant details as per the prescribed format and/or
- Have suppressed any material information/ fact(s) relevant to this bid and/or have submitted fraudulent document/ information at any stage of tender / during execution of contract.

A declaration to this effect should be submitted as per format given in **Performa-4** enclosed

**8. The site for the work is available.**

(i) Tender documents will be issued from the office of Assistant Engineer-Electrical, CIAB from 28-03-19 to 08-04-19 up to 12:00 pm, on payment of Rs.590/- only as cost of tender OR can be downloaded directly from the website [www.ciab.res.in](http://www.ciab.res.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in) (up to 08-04-19) and to be accompanied with a DD of Rs.590/- only in favor of “Center of Innovative and Applied Bioprocessing, Mohali” payable at Mohali as cost of tender documents.

(ii) Tender forms, NIT, plans, specifications, 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 Engineer-Electrical, CIAB on all working days between 9:00 am to 5:00 pm.

(iii) Tenders will be issued to eligible bidders provided they produce definite proof from the appropriate authority of having satisfactorily completed Technical eligibility criteria 1.1 as mentioned above.

(iv) Tenders shall be accompanied with Earnest money of Rs.9,900/- only 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, Mohali” payable at Mohali.

9. **Submission of Tender-** The tender should be submitted in the envelopes as detailed below:

**1. Envelope -1 marked as Technical Bid containing the following-**

- a) Demand Draft of Rs.590/- as cost of tender documents (if downloaded from website).
- b) Envelope containing Earnest Money Deposit (EMD) of Rs.9,900/- /-only in the prescribed format.
- c) Documents related to Technical eligibility criteria 1.1 i.e., Completion certificates/proofs of the similar works completed and all other required documents as mentioned in the Technical Eligibility criteria.
- d) Tender form-1, Tender terms & conditions, clauses, schedules etc. given in the tender document.

**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 schedule-D.
3. Both the above envelopes shall be placed in a third envelope and Name of work, Date of opening of tender etc. shall be written on the cover which will be received by the Institute by 3:00 PM on 08-04-2019 and will be opened on the same day at 3:30 PM.

8. The contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule '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.

9. The description of the work is as follows:

**Electrification inclusive of power panel at Biocoal plant site of CIAB campus, Knowledge City, sector-81, Mohali-Punjab, India.**

The Contractor shall have to carry out the jobs in consultation with Engineer-in-charge and have to be completed in all respect to the entire satisfaction of Engineer-in-charge. In other words: **The scope of work includes preparing Single line drawings as per the site requirement, SITC of requisite rating of power panel, three phase and single phase power distribution boxes, power points, requisite lighting and ventilation and laying of cabling accordingly in constructed shade size of (25x16) sq. meter of Biocoal plant site.** The decision of competent authority regarding scope of job will be final and binding on the contractor. All the consumable and non-consumable required for equipment listed in schedule of quantities shall be obeyed by the contractor during execution of the work. All other related electrical jobs are in the scope of contractor.

Bidders are advised to personally visit the site and assess the actual quantum/scope of work before submitting the tender. 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 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.

10. 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.

11. 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.

12. 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.

13. The tender for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of tenders. 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:-

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 there to 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.

19. 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.



20. Unless otherwise stated, the contract shall be for the whole work as described in the “Schedule of Items”. 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.
21. Interpretations, corrections and changes to the Tenders Documents shall be made by Addendum, if required by the Institute.
22. 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.
23. The provisions in the Tender documents shall govern over the contents of the above paragraphs if in contradiction or variation.
24. All pages of the Tender should be page numbered and indexed.
- 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. Tender sent by fax/telex/electronically shall be ignored.

**Center of Innovative and Applied Bioprocessing (CIAB)**

**Tender Form 1**

**Item rate Tender & Contract for Works**

Tender for the work of: - **Electrification inclusive of power panel at Biocoal plant site of CIAB campus, Knowledge City, sector-81, Mohali-Punjab, India.**

(i) To be opened at 15:00 hours on 10-04-2019.

Estimated Cost of Work - Rs.4,95,000/- only

Performance Guarantee - @ 5% of Tendered value

Security Deposit- @ 2.5% of Value of work completed

Earnest Money Deposit (EMD)- Rs.9,9,00/- only

Completion Period – 01 months from the reckoning date of start of work as mentioned in NIT

Place of opening of tender document – Center of Innovative and Applied Bioprocessing (CIAB), Knowledge City, sector-81, Mohali-Punjab

COST OF TENDER DOCUMENT- Rs.590/-only (Non-refundable)

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 'B' 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 days (90) from the due date of its opening 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.9900/- only 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 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 pasted in public places and signed by the officer inviting tender or by publication in Newspapers or 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. Copies 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 contractor.

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. Use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.
10. (i) The Contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in **Schedule '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. (ii) Fixed Deposit Receipt of a Scheduled Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.

11. 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.
12. 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.

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.

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, security deposit, labour cess, WCT, 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.

## 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, 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 Chief Executive Officer, CIAB.
  - i) **Engineer-Incharge** shall mean the Assistant Engineer-Electrical, CIAB.
  - 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.



## CLAUSES OF CONTRACT

### CLAUSE 1

(i) The contractor shall submit an irrevocable Performance Guarantee of **5% (Five percent)** of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified 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 'C' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or 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 Engineer-Incharge, 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 CIAB is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

(a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.

(b) Failure by the contractor to pay CIAB 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.

### CLAUSE 1 A

#### **Recovery of Security Deposit**

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Department at the time of making any payment to him for work done under the contract

to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. Such

deductions will be made and held by Department by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.

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.

**Note-1:** Government papers tendered as security will be taken at 5% (five per cent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

**Note-2:** Government Securities will include all forms of Securities mentioned in Rule No. 275 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

**Note-3:** Note 1 & 2 above shall be applicable for both clause 1 and 1A

## **CLAUSE 2**

### **Compensation for Delay**

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'C' (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 @ one percent (1.0 %) per week of delay** to be computed on per day basis for delay of work 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.

ii) The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone, or the re-scheduled milestone(s), the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

## **CLAUSE 3**

### **When Contract can be rescinded**

3.1 The Employer / CEO, CIAB, 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 for completion has or has not elapsed, by notice in writing absolutely rescind the contract in any of the following cases:-

a) If the Contractor has abandoned the Contract

b) If the Contractor has, without reasonable excuse, failed to commence the work considering handing over- taking over period within specified period under clause-2.1/Section-1 of tender documents or has suspended the progress of the work or has failed to proceed with

the work with due diligence so that in the opinion of the CEO, CIAB (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 7 (seven) days from the Employer / CEO, CIAB.

c) 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 Employer / CEO, CIAB or .

d) 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 (seven) days after a notice in writing is given to him in that behalf by the CEO, CIAB.

e) If the contractor having been given a notice by the CEO, CIAB in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or other-wise improper or un-workmanship -like unprofessional manner shall omit to comply with the requirements of such notice for a period of seven days thereafter.

f) 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.

g) If the contractor shall offer or give or agree to give to any person in CIAB 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 CIAB; or

h) If the contractor shall enter into a contract with CIAB 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 Accepting Authority / CEO, CIAB.

i) If the contractor shall obtain a contract with CIAB as a result of wrong tendering, fraudulent supporting documents or information or other non-bonafide methods of competitive tendering; or

j) 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 to do so, 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; or

k) 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 Accepting Chief Executive Officer, CIAB.

3.2 When the contractor has made himself liable for action under any of the cases aforesaid, the CEO, CIAB shall have powers:

a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the CEO, CIAB shall be conclusive evidence). Upon such determination or rescission the Earnest Money Deposit and/or full security deposit recoverable under the Contract shall be liable to be forfeited and shall be absolutely at the disposal of CIAB. If any portion of the Security Deposit has not been paid or received it would be called for and forfeited.

- b) To employ labour paid by CIAB and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the CEO, CIAB shall be final and conclusive) against the contractor and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it has been carried out by the contractor under the terms of his contract. The certificate of the CEO, CIAB as to the value of the work done shall be final and conclusive against the contractor provided always that action under the sub clause should only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the CIAB are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor.
- c) 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 unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Chief Executive Officer, CIAB shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by CIAB under his contract or on any other account whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be. If the expenses incurred by the CIAB are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.
- d) Any excess expenditure incurred or to be incurred by CIAB in completing the works or part of the works or the excess loss or damages suffered or any may be suffered by CIAB as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to CIAB in law be recovered from any moneys due to the contractor on any account and if such moneys are not sufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.
- 3.3 If the contractor shall fail to pay the required sum within the aforesaid period of 30 days the CEO, CIAB shall have the right to sell any or all of the contractor's unused materials, constructional plants, implements, temporary buildings, etc and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance outstanding from the contractor it shall be recovered in accordance with the provision of the contract.
- 3.4 In the event of any one or more of the above courses being adopted by the CEO, CIAB 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 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 Director, CIAB has certified in writing the performance of such work and the value to be paid the value so certified.
- 3.5 Provided further that if any of the recoveries to be made, while taking action as per 3.2 (b) and/or 3.2 (c) above, are in excess of the security deposit forfeited, these shall be limited to the amount by which the excess cost incurred by the CIAB exceeds the security deposit so forfeited.

## **CLAUSE 4**

### **Time and Extension for Delay**

The contract period shall be as specified in the Notice Inviting Tender 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 'B' 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.

## **CLAUSE 5**

### **5.0 Measurements of Work & Payment**

- 5.1 Payment to the contractor shall be made by CIAB against **bills** for the work done against this contract. The payment shall be made after deducting any amounts due from the contractor by way of mobilization advance, taxes, security deposit, penalties/ recoveries if any etc. The contractor should ensure that all employees are covered for all social benefits viz PF, EPS, EDLI and ESI. The contractor shall submit proof of recovery and remittance of the same along with the monthly/running bill for the next month. An indemnification covering CIAB shall be submitted against any claim during the execution of the contract or later stage under Employees Provident Fund and workmen Compensation Act before release of payment of First bill.
- 5.2 For any deficiency or defective service, an amount proportionate to the rates quoted by the contractor as given in his Price Bid shall be deducted from the monthly payment made to the contractor. The decision of Engineer-in-charge/competent authority of CIAB shall be final in this regard.
- 5.3 Due payment after completion of each month after making any recoveries etc. towards taxes, duties & non-performance as described elsewhere in the bid documents shall be made to the contractor. No payment to the contractor shall be released till the contractor submits the bill for the work done by him. CIAB will make all endeavors to release the due payment within 10 days of receipt of certified bill from the contractor.
- 5.4 Proportionate payment shall be deducted from the contractor's bill if any work is found to be not done/is incomplete or is unsatisfactory, as adjudged by the Engineer-in-charge. In case of any difference of opinion between the engineer in charge and the contractor, regarding the non-performance or unsatisfactory performance of work, the matter will be referred to the Chief Executive Officer, CIAB whose decision on the matter shall be final. CIAB may also, at their discretion get such defective/deficiency work done at the risk & cost of the contractor and recover the actual amount spent plus 20% of actual spent amount including all actual CIAB establishment charges, from the contractor's bills. Repeated lapses in doing the work satisfactorily shall result in rescinding the contract as described in clause 4.

## **CLAUSE 6**

### **6.0 Payment of final Bill**

The final bill shall be submitted by the contractor and CIAB shall pay it within 30 days, after the final certificate of completion furnished by the Engineer-in-Charge. Further claims shall neither be made by the contractor nor admissible for payment after submission of the final bill and these shall be deemed to have been waived and extinguished.

## **CLAUSE 7**

### **7.0 Materials/Spares not to be supplied by CIAB**

CIAB will not supply or procure for the Contractor any material/spares and the contractor shall make his own arrangements.

## **CLAUSE 8**

### **8.0 Execution of work.**

8.1 The contractor shall execute the whole and every part of the work in the most professional and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the agreement, site requirements & instructions of the Engineer-in-Charge. The contractor shall comply with the provisions of the contract and with the care and diligence & execute and maintain the installations and provide all labour and materials, tools and plants in so far as necessary for providing these or as inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of maintenance.

8.1 The Engineer-in-Charge shall have power: -

- i) To make alteration in, omissions from, additions to, or substitutions for the original Instructions that may appear to him to be necessary or advisable during the progress of the work, and 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 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 or on assessed rates.

8.2 Rates for altered or substituted or additional work or extra item shall be determined as follows;

- a) If the rate for altered or substituted item of work is specified in the schedule of quantities; the contractor shall carry out the altered or substituted items at the same rate. In the case of composite tenders, where two or more schedules of quantities may form part of the contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the same item of work in the other schedules of quantities.
- b) If the rate for any altered or substituted item of work is not specified in the schedule of quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tenders where two or more schedule of quantities form part of the contract, the rate shall be derived from the nearest similar item in the schedule of quantities of the particular part of works in which the deviation is involved failing that from the lowest of the nearest similar items in other schedule of quantities.
- c) If the rate for any additional or substituted item of work cannot be determined in the manner specified above, the contractor shall, within 15 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-Charge of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-Charge shall, within one month thereafter, after giving due consideration to the rate claimed by the contractor, determine the rate on the basis of market rate(s). In the event of the contractor failing to inform the Engineer-in-Charge within the stipulated period of time, the rate which he proposes

to claim, the rate for such item shall be determined by the Engineer-in-Charge on the basis of market rate(s).

## **CLAUSE 9**

### **9.0 No compensation for alteration or restrictions of work to be carried out**

If at any time after the commencement of the work, CIAB shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of fact to the contractor who 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 work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alternations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

## **CLAUSE 10**

### **10.0 A: Recovery of Compensation paid to Workman**

In every case in which by virtue of the provisions sub-section (1) of Section 12 of the Workmen's Compensation Act, 1923, the Employer is obliged to pay compensation to a workman employed by the Contractor, in execution of the works, the Employer will recover from the Contractor the amount of the compensation so paid; and, without prejudice to the rights of the Employer under sub-section (2) of Section 12 of the said Act, the Employer 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 the Employer to the contractor whether under this contract or otherwise. The Employer shall not be bound to contest any claim made against it under sub-section (1) Section 12 of the said Act, except on the written request of the contractor and upon his giving to the Employer full security for all costs for which the Employer might become liable in consequence of contesting such claim.

### **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, the Employer 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 Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Employer's Contractors, the Employer 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 Employer under sub-section (2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, the Employer 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 the Employer to the Contractor whether under this contract or otherwise. The Employer 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 Employer full



security for all costs for which the Employer might become liable in contesting such claim.

## **CLAUSE 11**

### **Labour Laws to be complied by the Contractor**

The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work, 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 11A**

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

### **CLAUSE 11 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 11C**

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per C.P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make Arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition, the Engineer -in- Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

#### **CLAUSE 11D**

##### **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 12**

##### **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 owner on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, the contractor may file for arbitration. The arbitrator shall be appointed by Competent Authority, CIAB & arbitration shall take place at Mohali under arbitration act.

ii) The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

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

### **CLAUSE 13**

#### **Contractor to indemnify owner against Patent Rights**

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

### **CLAUSE 14**

#### **14.0 INDEMNITY REGARDING DAMAGE TO PERSONS AND PROPERTY:**

The Contractor shall, except if and so far as the Contract provides otherwise, indemnify CIAB (through Indemnity bond on format approved by CIAB, before commencement of work) against all losses and claims whatsoever in respect of injuries or death to any person, whether CIAB or Contractor's employee or a third party, or loss / damage to any property whether of CIAB, Contractor or third party, which may arise out of or in consequence of the execution and maintenance of the works related to this contract. This indemnity shall be against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

### **CLAUSE 15**

#### **15.0 OTHER INDEMNITY**

The contractor shall also indemnify CIAB (through Indemnity bond on format approved by CIAB, before commencement of work/release of first bill) against any fine/penalty/ prosecution levied by any government authority for any violation of environment laws, safety norms, labour laws (like workmen compensation Act etc. in respect of workers engaged by the contractor), PF laws, health laws etc. which may occur in the process of carrying out of this work or at later stage. It will be the contractor's responsibility to ensure that relevant rules & regulations are fulfilled by him.

## **CLAUSE 16**

### **16.0 INSURANCE:**

The contractor is required to seek Insurance policy against injury or death of his own employees or any third party which may result out of execution of this contract. FM agency is liable to replace /repair CIAB property/equipment in the event of fault /damage etc. due to the fault of FM agency. CIAB has insured its property. The insurance policy arranged by CIAB in this respect may be seen from CIAB office for knowing the conditions under which claim can be raised on Insurance Company. Thus, FM agency is required to inform CIAB in writing in the event of fault /damage/theft etc. to the property/equipment for the cause other than the fault of FM agency when claim can be raised on the insurance company. FM agency shall pursue on behalf of CIAB with the insurance company for realization of the claim to CIAB, if so desired by CIAB. In case of failure of FM agency to follow the above directives, FM agency shall be solely responsible for losses suffered by CIAB in the event of fault /damage etc. to the CIAB property.

## **CLAUSE 17**

### **17.0 With-holding and lien in respect of sums due from Contractor**

17.1 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 CIAB 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 CIAB 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.

17.2 CIAB shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for CIAB to recover the same from him in any 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 CIAB to the contractor, without any interest thereon whatsoever.

## **CLAUSE 18**

### **18.0 RATES TO BE INCLUSIVE OF TAXES & LEVIES**

18.1. Tendered rates must be inclusive of all taxes, duties and levies (excluding service tax), payable under the respective statutes. However, pursuant to the Constitution (Forty six Amendment) Act, 1982, if any new tax or increase/decrease in tax (except service tax) or levy is imposed by the statute, after the date of receipt of tenders, and the contractors thereupon necessarily and properly pay such taxes/levies the contractor shall be reimbursed the amount so paid on production of proof of payment, provided such payment, if any is not in the opinion of CIAB (whose decision shall be final and binding) attributable to delay in execution of work within the control of the contractor. CIAB will have no liability whatsoever on any account to pay any taxes, levies, duties etc. levied by Central / State Govt. pertaining to execution of the work.

18.1 The contractor shall, within in a period of 30 days of imposition of any further tax or levy pursuant to the Constitution (Forty-six Amendment) Act, 1982 give a written notice

thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

## **Clause 19**

### **19.0 Carrying out part work at risk & cost of contractor**

If contractor:

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 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. The Engineer- in-Charge may invoke action under clause 3 or may 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.

## **CLAUSE 20**

### **20.0 Contractor to Keep Site Clean**

After the work is carried out by the Contractor carried out, the contractor shall remove the wastage, debris etc. from the site completely arising out during the preventive maintenance or execution of work. 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 21**

### **21.0 Termination of Contract on death of Contractor**

Without prejudice to any of the rights or remedies under this contract if the contractor (in proprietary case) dies, the CIAB shall have the option of terminating the contract without compensation to the contractor's successor.

## **CLAUSE 22**

### **22.0 Contractor Liable for Damages, defects during liability period**

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within 36 months after a certificate final or otherwise of its completion shall have been given by the Engineer in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-

Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of 36 months after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. After the notification of defect to the contractor by the Engineer-In-Charge, the contractor shall attend the complaint/defect within 24hrs. of such notification and will rectify the same within the reasonable time limit. In case of non-rectification of defect by the contractor, the CIAB shall get it rectified from some external agency at the risk and cost of the contractor.

**The Defect liability period (DLP)/Warranty period of work done by the contractor is 12 months from the date of completion of work as certified by the Engineer-In-Charge. During the DLP, the contractor shall also ensure timely Preventive Maintenance of the system installed as per the Manufacturer Guidelines.**

## **CLAUSE 23**

### **23.0 Contractors to Supply Tools & Plants etc.**

The contractor shall provide at his own cost all materials, plant, tools, appliances, implements, ladders, scaffolding and temporary works etc. required for the proper execution of the work, whether original, altered or substituted and whether included in the specification 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 portions thereof.

While bringing the equipments inside CIAB office campus by the contractor, necessary for execution of the work, the contractor shall get them verified through the representative nominated by Engineer-in-charge and security at the time of commencement of the work. Engineer-in-charge and security and contractor shall keep such verified list of above equipments in records. The gate pass shall be issued to the contractor in respect of those equipments which have been verified in the above list, to enable him to take back his equipment after completion of work.

## **CLAUSE 24**

### **24.0 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 25**

### **25.0 Changes in firm's Constitution to be intimated**

Where the contractor is a partnership firm, the previous approval in writing of the Engineer in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 3 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 3.

## **CLAUSE 26**

### **26.0 Employment of Technical Staff and employees**

Contractors Superintendence, Supervision, competent Technical Staff & Employees

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. In case contractor fails to depute the technical representative at site rate of recovery shall be imposed as per provisions in CPWD manual 2014 as amended/revised by CPWD from time to time.

## **CLAUSE 27**

### **27.0 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.

## **CLAUSE 28**

### **28.0 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 29**

### **29.0 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 30**

### **30.0 SUFFICIENCY OF TENDER:**

The contractor shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid for the works and of the rates and prices quoted in the Bill of Quantities which rates and prices shall except as otherwise provided, cover all his obligations under the Contract and everything necessary for the proper completion and maintenance of the works, if required contractor shall obtain clearances from concerned local authorities at his cost. The cost of any item for which contractor has failed to enter rate shall be deemed to be covered by other rates entered in the Bill of Quantities. The Contractor shall also co-ordinate with any other agency working in the same project, compare plans, specifications and the time schedules and so arrange his work that there will be no interference. CIAB shall entertain no claim on this account. The rates quoted by the contractor shall also take into account the cost of the following:

a) **INCOME TAX DEDUCTIONS:**

Appropriate deductions as per relevant Income Tax Rules applicable at the time shall be made from bills submitted by the contractor.

b) **RATES TO BE INCLUSIVE OF ALL LABOUR, MATERIAL ETC.**

The rates for all items, unless clearly specified otherwise, cover all costs for proper execution of work including labour, material, hire charges of machinery etc. and any other inputs involved during execution of the works.

c) **WATER AND ELECTRIC SUPPLY**

CIAB will provide required supply of water and electric power to the contractor at the designated point. Any further extension from that source shall be organized by the contractor at his own expense.

## **CLAUSE 31**

### **31.0 CONTRACT AGREEMENT:**

The agreement shall be executed within 15 days from the date of issue of letter of award on a non-judicial stamp paper of appropriate value as per Indian Stamp Act applicable in the State in which works are being executed and the cost of the stamp paper shall be borne by the contractor.

## **CLAUSE 32**

### **32.0 PRICE ESCALATION:**

Rates once accepted will remain fixed for the entire duration of the contract. No price escalation shall be applicable for this work during the stipulated or extended period, if any, of contract.



## **CLAUSE 33**

### **33.0 Applicable Law**

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

## **CLAUSE 34**

### **34.0 Force Majeure**

Neither Contractor nor Owner (CIAB) shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as but not limited to war, hostilities, revolution, riots, civil commotion, strikes, lock-outs, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of God or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However, a notice is required to be given within 30 (thirty) days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve the notice, within the shortest possible period without delay.

As soon as the cause of Force Majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

From the date of occurrence of a case of Force Majeure, obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and the inability resulting therefrom having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

Should one or both parties be prevented from fulfilling the contractual obligations by a state of Force Majeure lasting to a period of 6 months or more, the two parties shall consult each other to decide regarding the future execution of this agreement.

## **SAFETY CODE**

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to  $1\frac{1}{4}$  horizontal and 1 vertical.)

2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.

4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)

5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder upto and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least  $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

6. All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

7. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned:- The following safety equipment shall invariably be provided.

(i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.

(ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.

(iii) Those engaged in welding works shall be provided with welder's protective eye shields.

(iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated atleast for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent Accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to:-

(a) Entry for workers into the line shall not be allowed except under supervision of higher officer.

(b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.

(c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.

(d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.

(e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.

(f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.

(g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.

(h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.

(i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.

(j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.

(k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.

(l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.

(m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary).

They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.

(n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.

(o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.

(p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.

(vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-

(a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

(b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.

(c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.

8. An additional clause (viii) (i) of Central Public Works Department Safety Code (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use :

(i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.

(ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.

(iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.

(iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

(v) Overall shall be worn by working painters during the whole of working period.

(vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.

(vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical officer.

(viii) Medical examination may be done further in such cases.

(ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

9. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.

10. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:-

(a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.

(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

(c) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.

(d) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

(e) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer in- Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.

10. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

11. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

12. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

13. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.

14. Contractor shall indemnify CIAB from the disputes arising out of loss of life to its workers, material during the whole duration of contract agreement including defect liability period.

15. Notwithstanding the above clauses from (1) to (16), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

***Note: - The above safety precautions/provisions along with any other as may be required to execute the work shall be provided by contractor free of cost.***

## Schedule-A

### SCHEDULE/SCOPE OF WORK

#### **Building infrastructure details:**

Center of Innovative and Applied Bioprocessing (CIAB) is a Central Autonomous Institute under Department of Biotechnology, Ministry of Science and Technology, Govt. of India. The Institute has developed its new campus in 15 acres in Knowledge City, sec-81, Mohali. with approximately **77000.00 sq. fts.** of built up area. The institute is working on Secondary Agriculture and development of value-added products from different types of bio resources.

There is requirement of providing and extending the Electrical services inclusive as per site requirement from the Substation to the R&D pilot plant site at CIAB campus.

#### **B: Scope of Works**

##### **1.0 Scope of work**

The scope of work includes preparing Single line drawings as per the site requirement, SITC of requisite rating of power panel, three phase and single phase power distribution boxes, power points, requisite lighting and ventilation and laying of cabling accordingly in constructed shade size of (25x16) sq. meter of Biocoal plant site.

The work is to be executed as per instructions of Engineer in Charge and as mutually agreed in due consideration of site requirement. Bidders are advised to personally visit the site and assess the actual quantum of work before submission of bids.

##### **2.0 Contract Period:**

**2.1** The successful bidder will be awarded the work for 04 weeks. Contractor shall commence the work as per date specified in the Letter of award which will be the effective date of start If the Contractor commits default in commencing the work as per issuance of written orders to commence the work, CIAB shall, without prejudice to any other right or remedy available in law, be at liberty to deduct the AMC charges proportionally.

##### **3.0 Defect liability period:**

**The Defect liability period (DLP)/Warranty period of work done by the contractor is 12 months from the date of completion of work as certified by the Engineer-In-Charge. During the DLP, the contractor shall also ensure timely Preventive Maintenance and defect rectification of the items/cabling installed with no cost to CIAB.**

However, in case of any doubt in classification of rectification work, contractor can give technical justification and ask for extra time for approval of Engineer in charge who will have power to grant such extra time/change the classification of rectification work depending upon the correct technical justification and a reasonability of time scheduling for such extension/change of classification of a particular rectification work.

In case the contractor fails to rectify the defect(s) after handing over assets installed in CIAB in time limit maximum of 07 days, CIAB reserves the right to get the defect(s) rectified at risk and cost of the contractor without further notice and will deduct the amount from the security deposit of the contractor.

NOTE: 1. In exceptional cases, competent authority of CIAB may consider to extend the time limit mentioned above. The decision of competent authority shall be final and binding on the contractor in respect of category of rectification of defects. However, all complaints will be attended promptly and the time limit set for each category is the maximum time limit.

2. Any damage to the installations during the currency of contract will be made good by the contractor without extra cost to CIAB. Further, contractor would also indemnify CIAB for the damages caused due to negligence in imparting the services.

#### **4.0 Responsibility of the contractor at end of the contract period:**

The successful contractor after the completion of work shall handover the site to the Engineer-in charge with nil observation. Also submit completion report consisting of SLD, bill of material, factory test certificates, field wiring details and GLD of the power panel, and includes Installation information, including, but not limited to, weights and dimensions.

b. Any equipment taken outside for repair from CIAB Campus shall be handed over in good working condition well before the end date of contract

c. Passes issued by CIAB to the contractor' employees if any shall be handed over to CIAB representative.

d. In case any equipment not handed over to CIAB in good working condition, then CIAB would get them repaired/procured on its own from other sources at the risk & cost of the contractor and the cost (**along with 20% extra Charge**) incurred shall be deducted from any payment due to him/security deposit.

#### **5. OTHER REQUIREMENTS TO BE FULFILLED BY THE BIDDER:**

**5.1** All coordination in respect of legal obligations of CIAB for this Contract in terms of any accident/ incident /inspection, Govt. department's viz. PSPCL or Other local authority like: Pollution control board, Central Electricity Authority etc. shall be carried out by the contractor. However, contractor will provide / furnish such information to Engineer-in-charge as may be required during investigations.

**5.2** Bidder should in his technical bid provide detail of the manpower and equipment, bidder proposes to be used/ deployed by him/ those to render the Services covered in these Tender documents.

**5.3** Bidder has to provide a list of spares which are to be replaced / required on a regular basis for necessary action at CIAB.

**5.4** An undertaking for supply of spares for various assemblies (components) & subassemblies of manufacturer obtaining a clearance from various OEMs shall be submitted.



## **SCHEDULE-B**

Reference to Conditions of Contract

**Name of Work: Electrification inclusive of power panel at Biocoal plant site of CIAB campus, Knowledge City, sector-81, Mohali-Punjab, India.**

- (i) Estimated value of tender: Approx.Rupees 4.95 lacs
- (ii) Tender Fee : Rs.590/-only
- (iii) Earnest Money : Rs.9, 900/-
- (iv) Performance Guarantee : 5% of tendered value
- (v) Security Deposit : 2.5% of tendered value
- (vi) Date of Publication of Tender: 28-03-2019
- (vii) Last date of receipt of tenders: 08-04-2019

**SCHEDULE-C**

**FORM OF PERFORMANCE  
SECURITY (GUARANTEE)**

**Form of Performance Security (Guarantee) Bank Guarantee Bond**

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. .... (Rupees----- only)
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.
5. 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 the .....day of .....for.....(indicate the name of the Bank)

## SCHEDULE D

### BILL OF MATERIAL- ITEMS FOR EXECUTION

**Name of work: Electrification inclusive of power panel at Biocoal plant site of CIAB campus, Knowledge City, sector-81, Mohali-Punjab, India.**

Sl no.	DSR item No	Item Description	Unit	Qty
1	1.10.1	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable in surface / recessed medium class PVC conduit, with modular switch, modular plate, suitable GI box and earthing the point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable etc. as required.		
		Group A	Point	30
2	1.14	Wiring for circuit/ submain wiring alongwith earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/ recessed medium class PVC conduit as required.		
	1.14.2	2 X 2.5 sq. mm + 1 X 2.5 sq. mm earth wire	Meter	100
	1.14.4	2 X 6 sq. mm + 1 X 6 sq. mm earth wire	Meter	100
	1.14.10	4 X 10 sq. mm + 2 X 6 sq. mm earth wire	Meter	50
	1.14.11	4 X 16 sq. mm + 2 X 6 sq. mm earth wire	Meter	100
3	1.21	Supplying and fixing of following sizes of medium class PVC conduit along with accessories in surface/recess including cutting the wall and making good the same in case of recessed conduit as required.		
	1.21.4	40 mm	Meter	50
4	1.24	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.		
	1.24.1	5/6 amps switch	each	20
	1.24.3	15/16 A switch	each	20
	1.24.4	3 pin 5/6 A socket outlet	Each	12
	1.24.5	6 pin 15/16 A socket outlet	Each	20
5	1.26	Supplying and fixing modular blanking plate on the existing modular plate & switch box excluding modular plate as required.	each	10
6	1.27	Supplying and fixing following size/ modules, GI box alongwith modular base & cover plate for modular switches in recess etc. as required.		
	1.27.2	3 Module (100mmX75mm)	Each	4
	1.27.5	8 Module (125mmX125mm)	Each	4

	1.27.6	12 Module (200mmX150mm)	Each	6
9	1.51	Wiring for group controlled (looped) light point/fan point/exhaust fan point/ call bell point ( without independent switch etc.) with 1.5 sq. mm FRLS PVC insulated copper conductor single core cable in surface/ recessed PVC conduit, and earthing the point with 1.5 sq. mm FRLS PVC insulated copper conductor single core cable etc. as required.		
		Group A	Point	6
11	2.3	Supplying and fixing following way, single pole and neutral, sheet steel, MCB distribution board, 240 V, on surface/ recess, complete with tinned copper bus bar, neutral bus bar, earth bar, din bar, interconnections, powder painted including earthing etc. as required. (But without MCB/RCCB/Isolator)		
	2.3.2	8 way , Double door	Each	1
	2.3.3	12 way , Double door	Each	1
12	2.5	Supplying and fixing of following ways surface/ recess mounting, vertical type, 415 V, TPN MCB distribution board of sheet steel, dust protected, duly powder painted, inclusive of 200 A tinned copper bus bar, common neutral link, earth bar, din bar for mounting MCBs (but without MCBs and incomer ) as required . (Note : Vertical type MCB TPDB is normally used where 3 phase outlets are required.)		
	2.5.2	8 way (4 + 24), Double door	Each	1
	2.5.3	12 way (4 + 36), Double door	Each	1
13	2.10.0	Supplying and fixing 5 A to 32 A rating, 240/415 V, 10 kA, "C" curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required.		
	2.10.1	Single pole	Each	20
	2.10.4	Triple pole	Each	20
14	2.11	Supplying and fixing single pole blanking plate in the existing MCB DB complete etc. as required.	Each	10
15	2.15	Supplying and fixing following rating, four pole, (three phase and neutral), 415 volts, residual current circuit breaker (RCCB), having a sensitivity current 30 mA in the existing MCB DB complete with connections, testing and commissioning etc. as required.		
	2.15.3	63 A	Each	2
18	2.21	Providing and fixing M.V. danger notice plate of 200 mm X 150 mm, made of mild steel, at least 2 mm thick, and vitreous enameled white on both sides, and with inscription in single red colour on front side as required.	each	1

19	5.2	Earthing with G.I. earth pipe 4.5 metre long, 40 mm dia including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe etc. with charcoal/ coke and salt as required.	Each	1
20	5.9	Supplying and laying 25 mm X 5 mm G.I strip at 0.50 metre below ground as strip earth electrode, including connection/ terminating with G.I. nut, bolt, spring, washer etc. as required. (Jointing shall be done by overlapping and with 2 sets of G.I. nut bolt & spring washer spaced at 50mm)	Meter	10
21	5.18	Providing and fixing 6 SWG dia G.I. wire on surface or in recess for loop earthing along with existing surface/ recessed conduit/ submain wiring/ cable as required.	Meter	100
22	7.3	Laying of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of following size direct in ground including excavation and refilling the trench etc as required, but excluding sand cushioning and protective covering		
	7.3.4	Above 185 sq. mm and upto 400 sq. mm	Meter	60
23	7.8	Laying and fixing of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of following size on cable tray as required.		
	7.8.1	Upto 35 sq. mm (clamped with 1mm thick saddle)	Meter	100
24	9.1	Supplying and making end termination with brass compression gland and aluminium lugs for following size of PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade as required.		
	9.1.1	2 X 6 sq. mm (19mm)	Each	8
	9.1.3	2 X 16 sq. mm (22mm)	Each	12
	9.1.5	3 X 16 sq. mm	Each	4
	9.1.27	3½ X 185 sq. mm (57mm)	Each	6
DSR Items				
	2900	200 mm dia HPPE Pipe coupler inclusive of contractor profit and lavies	Each	80
		185 sq mm 3.5 core Aluminum XLPE cable of 1.1 KV grade	Each	80

NON -DSR ITEMS				
25	1	Design, fabrication, assembly, wiring testing supply forward to site, unloading shifting to location, inspection, installation testing and commissioning of main distribution panels/ sub distribution panel/ meter board panels, fabricated out of 14 gauge CRCA sheet steel in cubicle fumetreatment, compartmentalized from 3b construction, free standing floor mounted dust and vemetrein proof with reinforcement of suitable size angle iron channel T section and/ or flat wherever necessary. 16 gauge CRCA sheet steel shall be used for the final distribution panel. 3mm thick cable gland plate shall be provided on top as well as the bottom of the panels. Panel shall be treated with all anticorrosive process before powder coating as per specification and final approved shade. 2 each earthing terminals shall be provide for all distribution panel. Panel shall be suitable for 415v, 3 phase, 4wire, and 50 Hz supply system. Lifting hooks shall also be provide in case of large panel. Approval shall be taken for each panel fometre shop drawing before fabrication as per drawings (PANEL SLD)		
		Plant Power panel	Each	1
	1.1	Incomer		
		250 FP MCCB, 25 KA WITH MICROPROCESSOR RELEASE. -1NO.		
		Digital “A”, “V”, & “ LOAD MANAGER “ meter with suitable CT		
		D0 LED 1 NO. FP HIGH PROTECTION , 40 KA , VOLTAGE SURGE PROTECTOR		
		LED TYPE INDICATIPNG LAMP WITH 2 AMPS WSP MCB , 10 Ka ,”C” Curve – 6 nos.		
		<b>Busbar</b>		
		250A 4 pole heat shrinkable sleeved tinned copper busbar (100% neutral) - 1st		
	1.2	<b>OUTGOING</b>		
		100 AMP FP MCCB, 25 kA, thermagnetic release		
		63 AMP FP MCB 10 KA – 8 NOS.		
		40 A FP MCB 10 KA 17 NOS.		
		25A FP MCB 10 KA 2 NOS		
		16A FP MCVB 10 KA 4 NOS		
		LED type INDICATING LAMP WITH CONTROL FUSE- 2 NOS.		

**SCHEDULE-E**

**FORM OF AGREEMENT**

(To be executed on non-judicial stamp paper of Rs.50/-)

Agreement No: \_\_\_\_\_ Dated: \_\_\_\_\_

THIS AGREEMENT is made on \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_(year) between CIAB, AN AUTONOMOUS INSTITUTE OF THE DEPARTMENT OF BIOTECHNOLOGY, GOVT. OF INDIA hereinafter called CIAB, (which expression shall, wherever the context so demands or requires, includes their successors in office and assigns) on the one part and M/s. \_\_\_\_\_ hereinafter called the Contractor (which expression shall wherever the context so demands or requires, include his/their successors and assigns) on the other part.

WHEREAS the CIAB is desirous that certain works should be executed viz. (brief description of the work)..... and has by Letter of Acceptance dated \_\_\_\_\_ accepted the tender submitted by the contractor for the execution, maintenance and completion \_\_\_\_\_ of such works at a total contract price of Rs.----- (Rupees-----only).

Now THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents in conjunction with Addendum/ Corrigendum to Bid Documents shall be deemed to form and be read and construed as part of the agreement viz:
  - a. This Form of Agreement
  - b. The Letter of Award dated \_\_\_\_\_
  - c. Priced Schedule (Bill) of Quantities
  - d. Amendments to Tender Documents
  - e. Prequalifying Criteria- Section
  - f. Conditions of Contract / Clauses of Contract
  - g. Notice Inviting Tender and Instructions to bidders-

The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies, shall take precedence in the order set out above.

3. In consideration of the payment to be made by the CIAB to the contractor as hereinafter mentioned, the contractor hereby covenants with the CIAB to execute, complete and maintain the works in conformity in all respects within the provisions of the contract.
4. The CIAB thereby covenants to pay to the contractor in consideration of the execution, completion and maintenance of the works at contract price at the time and in the manner prescribed by the contract.

In WITNESS whereof the parties hereto have caused their respective common seals to be here into affixed (or have herewith set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED BY

M/S. \_\_\_\_\_ (for contractor)

\_\_\_\_\_ (for CIAB)

In the capacity of \_\_\_\_\_

In the capacity of \_\_\_\_\_

On behalf of: Contractor

On behalf Of CIAB

In the presence of

In the presence of

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_



No.

Date:

To,

The Chief Executive Officer,  
Center of Innovative and Applied Bioprocessing (CIAB),  
Knowledge City, Sector-81  
Mohali-140306

Sub: **Letter of submission of Bid**

Sir,

1. Having examined the drawings, Conditions of Contract, Specifications, Bill of Quantities etc. incorporated in the bid documents for the execution of above work and having visited and examined the site of said works, I/we the undersigned, offer to execute the said works in conformity with the said drawings, conditions of contract, specifications, bill of quantities etc. for the sum as indicated in the Bill of Quantities or such sum as may be ascertained in accordance with the said conditions.
2. Should this tender be accepted I/we undertake to commence the work within the period as per date specified in the Letter of award for the said work and further undertake to perform whole of the work comprised in the contract for a period of 12x3 months. I/we agree to abide by this tender for a period of 90 days from the date of opening of Technical Bid or such extended period as may be mutually agreed as prescribed in Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiry of that period.
3.
  - a. A sum of **Rs 9,900** ( Rs. Nine thousand nine hundred only) towards earnest money deposit in the form of demand draft/ Pay order bearing no.: .....drawn on .....dated.....in terms of the Instruction to Bidders is enclosed.
  - b. Sum of Rs.590.00 towards cost of tender document if (downloaded) in the shape of Demand draft bearing no.....drawn on ..... dated.....is enclosed.
4. Unless and until an agreement is prepared and executed, this bid, together with CIAB written acceptance thereof, shall constitute a binding contract between us.
5. We understand that CIAB is not bound to accept the lowest or any bid CIAB may receive.
6. Name of the partner/ representative of the firm authorized to sign:

a) \_\_\_\_\_ b) \_\_\_\_\_

Or

Name of persons having power of attorney to sign the contract (certified true copy of the Power of attorney should be attached)

Yours faithfully,

Signature of the Bidder

Permanent address \_\_\_\_\_

Local Address \_\_\_\_\_

Note: The contractor is to fill up the blanks in above form before signing & submitting the bid.

7. This application is made in the full understanding that:

(a) bids by pre-qualified bidders will be subject to verification of all information submitted for pre-qualification at the time of bidding.

(b) CIAB reserve the right to :

- i) Amend the scope and value of any contracts bid under this work.
- ii) Reject or accept any bid, cancel the pre-qualification process and/or bidding process, and reject all the bids and CIAB shall not be liable for any such action and shall be under no obligation to inform the bidder of the grounds for the 7(b) above.

Signature of Authorised Representative of the bidder

Bidder's Stamp-

**Letter for Unconditional acceptance of Bid Conditions**

No.

Dated

To,

The Chief executive Officer,  
Center of Innovative and Applied Bioprocessing (CIAB),  
Knowledge City, Sector-81  
Mohali-140306

**Sub: - Unconditional Acceptance of Bid Conditions**

Sir,

1. I have read and examined all the conditions in the bid documents for the subject work and we hereby unconditionally accept the bid conditions entirely for the said work.
2. I/we hereby submit our Bid and undertake to keep it valid for a period of 90 days from the date of opening of Technical Bid.
3. I/we undertake to execute the above items strictly in accordance with the requirements and particulars/ Specifications stipulated in the Bid documents.
4. I/we hereby further undertake that during the said period:
  - a. I/we shall not vary/alter or revoke my/our bid during the validity period of Bid.
  - b. I/we have quoted for the complete scope of the said work.
  - c. I/we undertake to abide by the terms and conditions as stipulated in CIAB bid documents and as amended thereafter.
5. I/we have not enclosed any condition/ deviation to conditions of Bid documents in the Envelope containing Price bid.
6. I/we agree that in case of any condition is found to be quoted by us in the Price Bid, my/our bid will be rejected and my earnest money deposit is liable to be forfeited.
7. This undertaking is in consideration of CIAB agreeing to open my bid, considering and evaluating the same for the purpose of award of work in terms of provisions of Bid documents.

Signature of Authorised Representative of the bidder.....

Designation .....

Date.....

Bidder's Stamp

**List of similar works completed during last 3 years**

S. No.	Client's name, Address & contact no.	Name of work	<i>Bidder's</i>								Ref to Supporting Documents submitted by bidder
			Scope of work	Agreement/ Letter of Award No.	Contract Value (Rs. In lacs)		Location	Date of start	Date of completion		
					Awarded	Actual			As per LOA	Actual	
1	2	3	4	5	6	7	8	9	10	11	12

- Note-1: The bidder shall produce an attested copy of the referred completion certificate from the owner companies indicating name of work, description of work done by the bidder, date of start, date of completion (contractual & actual including extensions if any), value of material supplied free of cost by the client. When the owner company is private one, the certificate from the company must be supported by TDS certificate issued by the company. Bidder should be in a position to produce the original certificate, if required.
- Note-2: CIAB reserves the right to cross checks the certificate(s) directly with the issuing authority /authorities/clients or any other firm/ party.
- Note-3: Information must be furnished on only works carried out by the bidder in his firm's own name. Works carried out as a partner in joint venture shall not be included in this Performa.
- Note-4: The bidder shall number the pages of the documents submitted by him against Pre-qualification requirements/Criteria and such reference number of relevant completion certificate(s) against completed work(s) if any shall be indicated under Column.no.11 of above table.

Signature of Authorised Representative of the bidder.....

Bidder's Stamp

**Proforma for submission of past Contractual Performance/Declaration by the bidder (Affidavit on non-judicial stamp paper of**

**Rs.10/- duly attested by Notary/Magistrate)**

This is to certify that we, M/s \_\_\_\_\_, in submission of this offer confirm that:

1. We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
2. We do not have records of poor Performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
3. Our Business has never been banned with us by any Central/State Govt. department/Public sector Undertakings or Enterprises of Central/ State Govt.
4. We have submitted all the supporting documents and furnished the relevant details as per the prescribed format.
5. The information and documents submitted with the tender by us are correct and we are fully responsible for correctness of the information and documents submitted by us.
6. We have not submitted fraudulent document/ information either in present or past tenders.

Signature of Authorized Representative of the bidder

Bidder's Stamp