

CENTER OF INNOVATIVE AND APPLIED BIOPROCESSING (CIAB)

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



Tender Notice for award of Comprehensive Annual maintenance contract of 3x200 KVA and 2x20 KVA ATLAS/GAMMA UPS systems of Pegasus Make ((UNVE160064 UNVE160166, UNVE160167, UNLE160213, UNLE160214) at CIAB campus, Knowledge City, sector-81, Mohali-Punjab, India

TENDER NO: CIAB/7(36)/2017-Works

VOLUME-1

Tender Issued from: 29-03-2022

Last date of receipt of tender: 11-04-2022 upto 3:00 pm

Tender Opening date: 12-04-2022 @ 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, Tel: 0172-5221400

e- NOTICE INVITING TENDER (NIT)

- 1.0 Item Rate e-Tenders in two parts [Part(A)-Technical Bid & Part(B)-Financial/Price Bid] are invited on the behalf of Chief Executive Officer, CIAB from the specialized agencies/firms who have executed similar works with some Central Govt. department/State Govt. Department/Central Autonomous body/State Autonomous Body/Central PSU/State PSU/Central Govt. undertaking/State Govt. Undertaking/ City Development Authority/Municipal Corporation of City//Reputed Private Companies & Organizations for carrying out the Annual maintenance contract of Comprehensive Annual maintenance contract of 3x200 KVA and 2x20 KVA UPS systems of Pegasus Make, CIAB campus Sec-81, Mohali -Punjab, India.

1.1 The work is estimated to cost Rs. 11, 00,000/- (i.e. Rupees Eleven lakhs only) including applicable GST for the **duration of 02 years**. This estimate, however, is given merely as a rough guide.

1.2 Technical Eligibility Criteria for Bidders-

- 1.2.1 Experience of having successfully completed similar works during the last 07 years ending last day of month previous to the one in which tenders are invited:

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

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

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

Definition of Similar Work- Work of similar nature and complexity means – Providing SITC & Annual maintenance of UPS systems (not less than 400 KVA with at least one single UPS unit of load back up of 200 KVA or more) in any reputed Institutional campus/University/ Hospitals/Multistory Office buildings/ Commercial Complexes/ Power Plants/Refineries/Manufacturing Plants & Industries/Research Centers and Laboratories/ Sport Stadiums/ Reputed Private Companies & Organizations/Any other Industry.

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

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

- 1.2.2 The Average Annual financial turnover of the firm should be at least 50% of the estimated cost put to tender during the immediate last 03 consecutive financial years ending 31-03-2021. Copies of duly attested statement (for last 03years) by Chartered Accountant should be provided.

1.2.3 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 sheets, duly audited and certified by the Chartered Accountant. The balance sheet in case of Pvt. /Public Ltd. Company means its standalone finance statement and consolidated financial statements both). The copy of relevant balance sheets and Profit & Loss account statements for the last 03 financial years ending 2020-21 shall be submitted by the bidder.

1.2.4 The bidder shall submit the performance certificate of works as per format given in **Annexure-2** (In case the bidder has executed any contract/work or ongoing work at CIAB during the last 05 years). In case of non-satisfactory performance of any work executed or ongoing work at CIAB during last 05 years, the bid will not be considered for further evaluation.

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

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

1.2.6 Tenders shall be accompanied with **Bid Security Declaration** in accordance with Procurement Policy Division, Department of Expenditure, Ministry of Finance, Govt. of India Office memorandum dated 12th November 2020 as per Annexure-4 of this Technical Bid document on a **Company letter head**.

1.2.7 The bidder shall be authorized from the Original Equipment Manufacturer (OEM)/UPS Manufacturer as the approved service provider/channel partner of Pegasus systems in India, the authorization certificate shall be submitted by the bidder as per the format given in Annexure-3.

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

3. The contract will be initially awarded for a period of 02 year however based on the satisfactory performance of the contractor and at the discretion of the Competent Authority, CIAB. if extended for a further period based on the requirement of CIAB, the increment in rates shall be as agreed upon by both CIAB and the firm. The date of start of contract shall be as defined in schedule 'C' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

4. (I) Tender documents can be downloaded directly from the CIAB website www.ciab.res.in or E-Central public procurement portal <https://eprocure.gov.in/eprocure/app> (up to 11-04-2022).

(ii) Tender forms, NIT, plans , 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 collected from the office of Assistant Executive Engineer-Electrical, CIAB on all working days between 9:00am to 5:00pm at the tender cost of Rs 590/- payable in cash or in the form of Demand Draft in favour of “Center of innovative and Applied Bioprocessing, Mohali” payable at Mohali. The tender fee is applicable only in case of collection of tender document from AEE office.

(iii) **Submission of Tender-** The tender should be submitted in the envelopes as detailed below:

1. Marked as Technical Bid containing the following-

- a) Scanned copy of Bid Security declaration in the prescribed format on company letterhead of Company.
- b) Scanned copy of documents related to Technical eligibility criteria 1.2 i.e., Completion certificates/proofs of the similar works completed and all other required documents as mentioned in the Technical Eligibility criteria from 1.2.1 to 1.2.7
- c) Scanned copy of signed and stamped complete Tender documents i.e., Volume-1.

2. Marked as Financial/Price Bid containing the following-

- a) This shall contain the price for the execution of the works specified as per Volume-2 of tender document.

3. The above documents shall be uploaded by the bidder on E-Central public procurement portal <https://eprocure.gov.in/eprocure/app> by 3:00 PM on 11-04-2022 and will be opened on 12-04-2022 by CIAB at 3:30 PM.

Note: - a) Documents to be uploaded in PDF format only (Price Bid in Excel format only).

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

5. The description of the work is as follows:-

Annual maintenance contract of 3x200 KVA and 2x20 KVA UPS systems of Pegasus Make, CIAB campus Sec-81, Mohali -Punjab, India.

The contractor whose tender is accepted, will be required to furnish performance guarantee of 3% (Three Percent) of the tendered amount in accordance with Procurement Policy Division, Department of Expenditure, Ministry of Finance, Govt. of India, Office Memorandum dated 12th November 2020 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 Page 7 of 93 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, this work contract may be terminated at the discretion of Competent Authority, CIAB and the contractor will be suspended for the period of 03years from being eligible to submit Bids for contracts with the CIAB in future.

6. 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.

7. 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.

8. 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.

9. 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.

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

11. No Engineer of gazette rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

12. The tender for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of tenders/Ninety days from the date of opening of financial bid in case tenders are invited on 2/3 envelop system (strike out as the case may be) if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, the tenderer shall not be allowed to participate in the retendering process of the work.

13. 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.

14. 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.

15. 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.

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

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

18. 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.

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

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

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

22. 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.

23. 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.

24. Tender sent by fax/telex/electronically/manually shall be ignored.

Center of Innovative And Applied Bioprocessing (CIAB)

Item rate Tender & Contract for Works

(A) Tender for the work of: **Annual maintenance contract (comprehensive) of 3x200 KVA and 2x20 KVA UPS systems of Pegasus Make, CIAB campus Sec-81, Mohali -Punjab, India**

To be submitted by 15:00 hours on 11-04-2022 to the Chief Executive Officer, CIAB

To be opened online at 15:30 hours on 12-04-2022 in the office of the Admin Officer, CIAB

Tender Fee: Not applicable.

Earnest Money Deposit: Bid Security Declaration as per attached format on company letter head.

Performance Guarantee (security deposit): @3% of Tendered value

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

Issued to*: _____

Signature of officer issuing the documents*: _____

Designation*: _____

Date of Issue*: _____

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

TENDER

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

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

We agree to keep the tender open for Seventy five (75) days from the due date of its opening/ Seventy five (75) days from the date of opening of financial bid in case tenders are invited on 2/3 envelop system (strike out as the case may be) and not to make any modification in its terms and conditions.

Bid Security declaration is hereby submitted. 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 initiate action as deemed essential. 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 performance guarantee absolutely, otherwise the said Performance guarantee shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained.

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

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

Dated:

Witness:

Occupation:

Signature of Contractor

Postal Address Address:

CONDITIONS OF CONTRACT

Definitions

1. The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between competent authority on behalf of the CIAB and the contractor, together with the document referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-
 - a) The expression **works** or **work** shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - b) The **site** shall mean the land/ or other places like building etc. on into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - c) The **contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such, individual, firm or company.
 - d) The Competent Authority shall mean the Chief Executive Officer, CIAB
 - e) **Institute/Department** shall mean the Center Of Innovative and Applied Bioprocessing (CIAB), Mohali.
 - f) **Administration** shall mean the administration of CIAB, Mohali.
 - g) **Local authority** shall mean the Municipal Corporation of Mohali and shall also deemed to include any other body, State Govt. Department or department of the administration.
 - h) **Accepting Authority** shall mean the authority mentioned in Schedule 'C'.
 - i) **Engineer-Incharge** shall mean the Assistant Engineer-Electrical.
 - j) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers.
 - k) **District Specifications** means the specifications followed by the State Government in the area where the work is to be executed.

- l) **Tendered value** means the value of the entire work as stipulated in the letter of award.
- m) **Date of commencement of work:** The date of commencement of work shall be the date of start as specified in schedule 'C' or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.
- n) **Excepted Risk** are risks due to riots (other than those on account of contractor's Employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by owner of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to owner's faulty design of works.
- o) **Market Rate** shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour as per market at the site where the work is to be executed plus the percentage to cover all overheads and profits.

3. Works to be carried out

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Scope of Work (Schedule- A & Schedule-D) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

4. Sufficiency of Tender

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

5. Discrepancies and Adjustment of Errors

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

6. Signing of Contract

- i) 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.
- ii) No payment for the work done will be made unless contract is signed by the contractor.

CLAUSES OF CONTRACT

CLAUSE 1

- (i) The contractor shall submit an irrevocable Performance Guarantee of **3% (three percent)** of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified from the date of issue of letter of acceptance. This period can be further extended by the Competent Authority up to a maximum period as specified in schedule '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 2

Compensation for Delay

If the contractor fails to maintain the required progress 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 or 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 @ half percent (0.5 %) 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 5% of the Tendered Value of work or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

CLAUSE 3

When Contract can be 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 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 CEO, 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.

4.1 Preventive maintenance Chart

The Contractor shall prepare an Preventive maintenance chart for the execution of allotted work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfillment of the program within the stipulated period or earlier and submit the same for approval of the Engineer-in-Charge within **10 days** of the issue of letter of acceptance/award for the contract. The work has to be completed in stages as indicated in the Milestones and the program should be prepared in such a manner to achieve these Milestones as indicated therein or earlier.

The program chart should include the following: -

- a) Descriptive note explaining sequence of various activities.
- b) Network (PERT / CPM / BAR CHART) which will indicate resources in terms of manpower and specialized equipment for every important stage.

If at any time, it appears to the Engineer-in-Charge that the actual progress of work does not conform to the approved program referred above, the contractor shall produce a revised program showing the modifications to the approved program by additional inputs to ensure completion of the work within the stipulated time. The submission of revised program or approval by the Engineer-in-Charge of such program or the furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-Charge to take action against the contractor as per terms and conditions of the agreement.

4.2 If the work(s) be delayed by:-

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

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the authority as indicated in Schedule 'C' but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

4.3 Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form to the authority as indicated in Schedule 'C'. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

4.4 In any such case the authority as indicated in Schedule 'C' may give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'C' in writing, within 4 weeks of the date of receipt of such request respectively. Non application by the contractor for extension of time/ rescheduling of the milestones shall not be a bar for giving a fair and reasonable extension/ rescheduling of the

milestones by the authority as indicated in Schedule 'C' and this shall be binding on the contractor.

CLAUSE 5

Payment Terms

- 6.1 The Contractor shall submit the Quarterly bills/Invoices to the Engineer-In charge within First fifteen days on completion of quarter along with copy of service report carried during the quarter. Based on the satisfactory monthly service completion certificate given by Engineer-In-charge, the Quarterly bill payment to the contractor shall be released within 21 working days from the receipt of bill. 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.
- 6.2 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 Quarterly payment made to the contractor. The decision of Engineer-in-charge/competent authority of CIAB shall be final in this regard.
- 6.3 Due payment after completion of each Quarter 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. The bills shall be paid quarterly. CIAB will make all endeavors to release the due payment within 21 days of receipt of certified bill from the contractor.
- 6.4 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

Payment of Contractor's Bills to Banks

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

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

CLAUSE 7

7.0 Materials/Spares not to be supplied by CIAB

The Contractor shall be fully responsible for providing the genuine Spares/ defective items or any item required for repair/service UPS system at CIAB. The items shall be of standard make and shall be on Manufacturer approved list.

The contractor is also required to authorization certificate by OEM with acceptance letter, if sought by CIAB. All the test equipment's, tools and consumables for the servicing/repair work to be provided by the contractor.

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.

8.2 The contractor is required to obtain approval of Engineer –in-charge in respect of Periodical preventive maintenance schedule for all the assets in the complex under the scope of this contract, within 15 days from the date of letter of award.

8.3 The contractor is required to submit the copy of the Service report of OEMs or their authorized agency (if any) or agency approved by CIAB (as the case may be) after attending defect/preventive maintenance as per schedule of OEMs or the schedule approved by CIAB for the installations for maintenance of which OEMs has not been defined in the tender documents.

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

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

- i) 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.

8.5 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:

(ix) Not applicable

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

Not applicable

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. 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 18.0

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

If at any time after acceptance of the tender Competent Authority 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 to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works. The contractor shall be paid at contract rates, full amount for works executed at site as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;

CLAUSE 19.0

Suspension of Work

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

- (a) on account of any default on the part of the contractor or;
- (b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or
- (c) for safety of the works or part thereof.

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

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

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

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

(iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in subpara

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

CLAUSE 20.0

Action in case Work not done as per Schedule of Scope of Work

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-In-charge, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing,

present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. If it shall appear to the Engineer-in-charge, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within 02 months of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation/penalty at the same rate as under conditions of the contract (for non-completion of the work in time) for this default.

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

Clause 21

RATES TO BE INCLUSIVE OF TAXES & LEVIES

21.1. 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.

21.2 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 22

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 23

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 24

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 25

Lumpsum Provisions in Tender

When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

CLAUSE 26

Action where no Specifications are specified

In the case of any class of work for which there is no such specifications, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per CPWD specifications, if not available then as per Manufacturer specs and then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

CLAUSE 27

27.0 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 01 year 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 01 years 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.

CLAUSE 28

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 equipment 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 equipment in records. The gate pass shall be issued to the contractor in respect of those equipment which have been verified in the above list, to enable him to take back his equipment after completion of work.

CLAUSE 29

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 30

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 31

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 32

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

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

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

CLAUSE 33

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 34

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 35

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.

CLAUSE 36

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 37

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 38

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 39

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 handhold 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.

(iii) 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.

11. 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.

12. 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.

13. 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.

14. 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.5. 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.

16. 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 campus in Knowledge City, sec-81, Mohali. with approximately 77000.00 sq. fts. of built up area. The complex has one (G+3, 75000 sq fts) four storied buildings mainly used for laboratories & office. One Utility building where electric substation, DG room, HVAC plant are installed. Most of the office & Lab area are centrally air-conditioned and others are provided with Split, window, cassette & duct-able ACs. Details of major electrical/mechanical equipment provided in the building are listed in Para 8.0. Approximately 150 people at a time would occupy and work in this complex. The office timings are from Monday to Friday from 0900 hrs. to 1730 hrs. However, the contractor will ensure their services under the scope of work are available as and when required at no extra cost to CIAB. Installations will have to be maintained functional at all time for which necessary maintenance works or rectification works should be scheduled accordingly without hindrances to the functional aspects of office services and nothing extra shall be paid .

B: Scope of Works

1.0 Scope of work

The contractor shall have to take up both preventive as well as break down maintenance jobs. 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, such as “Scheduled checking/servicing/overhauling of the UPS systems as per instructions of Engineer and maintenance schedules indicated in this tender document or recommended by manufacturers of the machine as the case may be & attending the faults in the machines wherever these go out of order or work inefficiently”.

In other words: The scope of work includes repair/ replacement/ overhauling of all the parts of the machines, which become defective, inefficient or get damaged during working. The decision of competent authority regarding repair/ replacement/ overhauling of any part of the machine will be final and binding on the contractor. **The spares, consumable and non-consumable required for equipment repair/ replacement/ overhauling of any part of the machine of Authorized make or as approved by Engineer in charge to be arranged by the contractor at own cost.** All other related electrical jobs are in the scope of contractor. The scope of works for which bids have been invited will broadly be as per spectrum of services detailed in this document. However, bidders are advised to personally visit the site and assess the actual quantum of work before submission of bids.

- a. Provide the maintenance service including fault rectification for the system on all days to keep the equipment in good and working order. In case of any emergency/breakdown condition, the complaint shall be attended immediately and Firm’s representative/service engineer should be available at the site within reasonable time limit to extend the required assistance.

- b. On completion of the job during each visit, Firm's service engineer should submit a service report which needs to be signed by the owner's representative/engineer as a token of confirmation that the visit as per the contract has been made.
- c. The fault reported by the owner during the period of CMC shall be normally be rectified within 24 hrs from the time of fault attended. However in case of unavoidable delay, the time of extension may be granted on the request of Firm's at the discretion of CEO, CIAB.
- d. However, if the Firm's did not attend and rectify the complaint within the period specified (c) above, **Compensation @ half percent (0.5 %) 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 5% of the Tendered Value of work at the discretion of CEO, CIAB.
- e. In the case of any unaffordable delay by Firm (after the period specified in the pt. (c) above) to attend and rectify the complaint, the owner i.e., CIAB at its discretion may also get the fault rectified from some other agency at the risk and the cost of the Firm.
- f. Be responsible to arrange genuine spares of the UPS as and when required (i.e., during regular maintenance, servicing and in breakdown condition) during the CMC period.
- g. Submit the recommendation from time to time during the CMC period regarding the routine maintenance of UPS system and also to impart training to Institute Technicians/Electricians regarding daily operation and maintenance of UPS system at CIAB.
- h. Handover the items under CMC to the Institute in the fully working condition on expiry of the contract.
- i. Be entitled without any let or hindrance to depute employees or authorized representative to enter the Owner's premises at all reasonable times to inspect and service U.P.S. system.
- j. Whether any defective item or component is to be replaced or repaired, shall be at the sole discretion of Firm. Firm shall replace any defective item at the cost approved by the OEM of the system with item wise reasonable discounts.
- k. The damage caused which is attributed to the inferior quality of spares, work or while preventive maintenance servicing shall be borne by the contractor.
- l. The performance guarantee or security deposit, if any shall be completely forfeited in case of contractor abandon the work .

Contract Period:

2.1 The successful bidder will be awarded the work for "**24**" months and if extended, will be on satisfactory performance at the mutually agreed revised rates. Contractor shall commence the work as per date specified in the Letter of award which will be the effective date of start of 24 months contract period. 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.

2.2 The successful bidder must familiarize himself fully with the installations and corresponding arrangements in the buildings (at no extra cost to CIAB) before signing the AMC agreement.

6.0 FREQUENCY OF MAINTENANCE

The bidder shall carry out the maintenance services at the frequency detailed in **maintenance schedule** & as per guide line of OEM maintenance manual. Agencies have to attend to break-down service as and when required. The frequency may be increased depending up on requirement at site. As a whole it is to ensure that the equipments are well maintained at all the time. The work will be carried out at suitable timings to ensure that CIAB office work is not disturbed.

Note-1: The date of servicing carried out and next due date of servicing in respect of systems shall be neatly painted on assets in small fonts for effective monitoring as per direction of Engineer-in-charge.

Note-2: The contractor is required to submit preventive periodical maintenance schedule for approval by Engineer-in-charge at the time of starting the work after attending the scheduled/routine maintenance, contractor will submit service report (s) of OEMs as and when preventive periodical maintenance of any installation becomes due/ is carried out.

7.0 OTHER REQUIREMENTS TO BE FULFILLED BY THE BIDDER:

7.1 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.

7.2 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.

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

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

SCHEDULE-B

BILL OF QUANTITIES

Name of work: Annual maintenance contract of 3x200 KVA and 2x20 KVA UPS systems of Pegasus Make, CIAB campus Sec-81, Mohali -Punjab, India.

S.No.	Item Description/Details of Services	Unit	
1.01	Annual maintenance contract of 3x200 KVA and 2x20 KVA ATLAS GAMMA UPS systems of Pegasus Make ((UNVE160064 UNVE160166, UNVE160167, UNLE160213, UNLE160214) at CIAB campus Sec-81, Mohali -Punjab, India. (reference Scope of work and inventory at Schedule A)	Two Year	
	Net total		

Remarks: The scope of work under each item of BOQ shall be as per detail given under in Clause 3.0 of Schedule A

Date-----

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

Place

Bidder's Stamp-----

SCHEDULE-C

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. _____

Annexure 1

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. Bid security declaration be submitted in terms of the Instruction to Bidders 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 _____

ANNEXURE-2

PROFORMA FOR PERFORMANCE CERTIFICATE

To whomsoever it may concern

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

Name and Signature of Authorized person/Engineer-Incharge

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

ANNEXURE-3

PROFORMA FOR AUTHORIZATION CERTIFICATE FROM OEM/UPS MANUFACTURER

REF.No.

Dated _____

To,

The Chief Executive Officer,
Center of innovative and applied Bioprocessing (CIAB)
Knowledge City, Sector-81,
Mohali, Punjab

Dear Sir,

We who are established and reputable manufacturers of having factory/ factories at (address of factory) do hereby authorize M/s (Name and address of bidder) to submit a bid, negotiate and receive the order from you against your Tender enquiry no. CIAB/7(36)/2017-Works for the comprehensive annual maintenance contract of 3x200 & 2x20 Kva Pegasus make systems installed at Center of innovative and applied Bioprocessing, Knowledge City, sector-81, Mohali-Punjab, India.

We ensure that we would also support/ facilitate the M/s _____ on regular basis with technology / product updates for operation /up-gradation / maintenance / repairing / servicing of the supplied goods manufactured by us directly or through our authorized partner/dealer, during the contract period of 02 years . We hereby extend our full guarantee for the services offered by the above firm.

Yours faithfully,

(Name of authorized signatory with signature)

(Name of manufacturer or Authorized channel Partners of Pegasus systems in India with stamp)

Note: This certificate should be on the letter-head of the manufacturer and should be signed by an authorised person.

ANNEXURE-4

MANDATORY SITE VISIT FORMAT

REF:

TENDER NO: CIAB/7(36)/2017-Works

NAME OF WORK: Comprehensive Annual maintenance contract of 3x200 KVA and 2x20 KVA UPS systems of Pegasus Make at CIAB campus, Knowledge City, sector-81, Mohali-Punjab, India

This is to certify that I/We (Name of Representative, Designation)(Name of contractor/firm with address) have visited the site onand are thoroughly aware of the work, technology/machinery (UPS systems) installed at CIAB campus in relation to the above-mentioned work.

We understand the execution site, guidelines, working hours etc. and shall adhere to the contract stipulations, terms, conditions and clauses.

We, understand that, if any equipment/machinery, other parameters had been missed out by us during site visit, it shall be deemed to be included in our scope of work as per NIT terms and conditions.

Date of visit:

Signature of Firm's Representative who had visited the site

Name of Representative & Designation

Verified that Firm had visited the site on

Signature of Engineer-In-Charge on behalf of CIAB

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

ANNEXURE-5

BID SECURITY DECLARATION

(To be submitted by bidder on Company Letter head)

I (Name of contractor/bidder with address) do hereby certify that I am genuinely submitting the bid against CIAB Tender Enquiry No. CIAB/7(36)/2017-Works for the work of Comprehensive Annual maintenance contract of 3x200 KVA and 2x20 KVA UPS systems of Pegasus Make at CIAB campus, Knowledge City, sector-81, Mohali-Punjab, India

I do hereby undertake that if I withdraw or modify the Bid during the period of Bid validity, or if I will be awarded the contract and If I fail to sign the contract, or to submit a performance security before the deadline defined in the Tender document, this work contract may be terminated at the discretion of Competent Authority, CIAB and I will be suspended for the period of 03years from being eligible to submit Bids for contracts with the CIAB in future.

Date:

Name and Signature of Authorized representative of contractor along with stamp