

CENTER OF INNOVATIVE AND APPLIED BIOPROCESSING (CIAB)

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



e- Tender Notice

**for the work of Supply, installation and commissioning
of SMF batteries with existing Pegasus UPS system (3x200 KVA & 2x20 KVA) at CIAB building, CIAB campus,
Knowledge City, Sector-81, Mohali -Punjab, India**

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

VOLUME-1

Tender Issued from: 18-12-2020

Last date of receipt of tender: 31-12-2020 upto 3:00pm

Tender Opening date: 01-01-2021 @ 3:30pm

Center of innovative and Applied Bioprocessing (CIAB)

E-NOTICE INVITING TENDER (NIT)

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

1.1 The work is estimated to cost Rs. 8,84,633/- (i.e. Rupees Eight lakh eighty-four thousand six hundred thirty three only) including applicable GST and post deduction of buy back value of existing batteries. 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.

Similar work shall mean the work of Supply, installation, testing and commissioning of Sealed Maintenance free (SMF) batteries (battery banks of 50.4 KWh or more storage capacity) with existing UPS system in any reputed Institutional campus /University /Hospitals / Multistory Office buildings / Commercial Complexes/ Power Plants/ Refineries/ Manufacturing Plants & industries/Research Centers and Laboratories/ Data Centre/Sport Stadiums/Any other Industry or Organization.

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 bidder shall be authorized from the Original Equipment Manufacturer (OEM)/battery Manufacturer as per the approved make list of this tender. The bidder shall enclose the technical data sheet/product catalogue of the battery offered specifying make, model and other technical details.

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

- 1.2.4 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 31-03-2020. Copies of duly attested statement (for last 03years) by Chartered Accountant should be provided.
- 1.2.5 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 2019-20 shall be submitted by the bidder.
- 1.2.6 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.

- 1.2.7 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.**
- 1.2.8 Indemnity Bond on Non-Judicial Stamp Paper of Rs.100/-only as per format given in Annexure-3.

The time allowed for carrying out the work will be 04 weeks from the date of start as defined in Schedule 'C' or from the first date of handing over of the site, whichever is later.

4. The site for the work is available.

5 (i) Tender documents can be downloaded directly from the CIAB website **www.ciab.res.in** or E-Central public procurement portal **https://eprocure.gov.in/eprocure/app** (up to 31-12-2020).

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

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

(ii) Tenders shall be accompanied with **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 **Non-Judicial Stamp paper of Rs.100/- only duly attested by Notary.**

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

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

- a) Scanned copy of Demand Draft of Rs.590/-only as cost of tender documents or cash receipt in case of tender fee submitted to CIAB office in cash.
- b) Scanned copy of Bid Security declaration in the prescribed format on Non-Judicial Stamp paper of Rs.100/- only duly attested by Notary.
- c) Scanned copy of documents related to Technical eligibility criteria 1.2 i.e., Completion certificates/proofs of the similar works completed and all other required documents **as mentioned in the Technical Eligibility criteria 1.2.2 to 1.2.8.**
- d) Scanned copy of signed and stamped complete Tender documents i.e., Volume-1.

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

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

3. The above documents shall be uploaded by the bidder on E-Central public procurement portal <https://eprocure.gov.in/eprocure/app> by 3:00 PM on 31-12-2020 and will be opened on 01-01-2021 by CIAB at 3:30 PM.

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

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

REGARDING TENDER FEE EXEMPTION

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

7. 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, NABI and the contractor will be suspended for the period of 03years from being eligible to submit Bids for contracts with the NABI in future.

8. The description of the work is as follows:

Supply, installation and commissioning of SMF batteries with existing Pegasus UPS system (3x200 KVA & 2x20 KVA) of CIAB campus, Knowledge City, sector-81, Mohali-Punjab, India

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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, then the department shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.

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

17. 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.

18. 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.

19. 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.

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

21. 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.

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

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

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

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

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

27. Tender sent by fax/telex/electronically shall be ignored.

Center of Innovative and Applied Bioprocessing

Item rate Tender & Contract for Works

- (i) Tender for the work of: **Supply, installation and commissioning of SMF batteries with existing Pegasus UPS system (3x200 KVA & 2x20 KVA) of CIAB campus, Knowledge City, sector-81, Mohali-Punjab, India**
- (ii) To be submitted by 15:00 hours on 31-12-2020 to the Chief Executive Officer, CIAB
- (iii) To be opened at 15:30 hours on 01-01-2020 in the office of the Administrative Officer, CIAB

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

Estimated cost of work: **Rs. Rs. 8,84,633/- only**

Performance Guarantee: **@ 3% of Tendered value**

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

Completion period: **04 weeks from the date of start**

Issued to*: _____

Signature of officer issuing the documents*: _____

Designation*: _____

Date of Issue*: _____

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

TENDER

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

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

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

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

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

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

Dated:

Signature of Contractor

Witness:

Postal Address

Address:

Occupation:

GENERAL RULES & DIRECTIONS

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

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit and Performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copy of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.

3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

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

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

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

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

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

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

5. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

6. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15 P' and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be upto two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

7. The Bidder/Contractor Firm should possess all the necessary clearance from all the Govt. authorities/departments for the related work as well as the regulatory affairs.

8. The Chief Executive officer, CIAB shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.

9. Use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.

10. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.

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

12. The statutory deductions such as TDS etc. shall be deducted at source as per prevailing percentage/rates/rules as amended from time to time by Central/State Govt.

13. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Competent Authority may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

CONDITIONS OF CONTRACT

Definitions

1. The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between competent authority on behalf of the CIAB and the contractor, together with the document referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-

a) The expression **works** or **work** shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

b) The **site** shall mean the land/ or other places like building etc. on into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

c) The **contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such, individual, firm or company.

d) The Competent Authority shall mean the **Chief Executive Officer, CIAB**

e) **Institute/Department** shall mean the Center of innovative and Applied Bioprocessing (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.

Works to be carried out

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

Sufficiency of Tender

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

Discrepancies and Adjustment of Errors

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

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

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

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

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

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

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 completion of contract period plus 60 days beyond that. In case the contract period gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of contract. After the recording of the satisfactory service completion certificate by the Engineer-Incharge and on completion of contract, the performance guarantee shall be returned to the contractor, without any interest.

(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

When Job can be Determined

Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

(i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify,

reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

(ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.

(iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.

(iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.

(v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.

(vi) If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.

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

(viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

(ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

(x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

(xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.

When the contractor has made himself liable for action under any of the cases aforesaid, the Competent Authority shall have powers:

(a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Security Deposit already recovered (if any) and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government

(b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

NOTE: In addition to above terms and conditions, In case of non-performance of contractor (including delay in execution of work/services or incompleteness of work/services as per the scope of contract) as per contract terms, conditions and clauses, the contract can be determined/terminated (with the approval of Competent Authority, CIAB) with one month notice to the contractor.

CLAUSE 2A

In case, the work cannot be started due to reasons not within the control of the contractor within one month of award of work, either party may close the contract. In case contractor wants to close the contract, he shall give notice to the department stating the failure on the part of department. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits:

- (i) If the Tendered value of work is up to Rs. 45 lac: 15 days.
- (ii) If the Tendered value of work is more than Rs. 45 lac and up to Rs. 2.5 Crore: 21 days.
- (iii) If the Tendered value of work exceeds Rs. 2.5 Crore: 30 days.

CLAUSE 3

Contractor liable to pay Compensation even if action not taken under Clause 2

In any case in which any of the powers conferred upon the Competent Authority by Clause-2 thereof, shall have become exercisable and the same are not exercised, the non-exercise hereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or

the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE 4

Time and Extension for Delay

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

CLAUSE 5

Contractor to Keep Site Clean

After the work is carried out by the contractor, the contractor shall remove the wastage, debris etc. from the site completely arising out during the execution of the 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 6

Payment Terms

The Contractor shall submit the final Bill to the Engineer-In-charge on completion and based on the satisfactory completion certificate given by Engineer-Incharge, the bill payment to the contractor shall be released within 15 working days from the receipt of bill.

CLAUSE 7

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 8

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 9

Carrying out part work at risk & cost of contractor

If contractor:

(i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 07 days in this respect from the Engineer-in-Charge; or

(ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 04 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 without invoking action under clause 2 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:

(a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or

(b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

The Engineer- in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Government because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

The certificate of the Engineer-in-Charge as to the value of work done shall be final and

conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by Government in completing the part work/part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Government as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

CLAUSE 10

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 11

12.1 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/non-performance 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.

12. PENALTY

(i) In case of non-performance of the agency as per the scope of work and negligence of the duties as per the contract or delay in execution of work/services, penalty @ 0.5% per week or small amount for such negligence/delay shall be imposed on the contractor, to be calculated on per day basis as per the annual charges agreed to the agency. The same shall be recoverable from the bills payable to the agency. Also, if the contractor fails to perform their duties as per the contract agreement, the CIAB will be at liberty to get the same done from some external agency on the risk and cost of the contractor.

(ii) Also, if any machinery/system gets damaged due to the wrong operation & Maintenance/negligence on the part of the contractor, the actual cost of repair of that system shall be recoverable from the contractor.

CLAUSE 13

Contractor Liable for Damages, defects

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 during the contract period or within 02 months after a certificate final or otherwise of its completion shall have been given by the Engineer in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit/performance guarantee or the proceeds of sale thereof or of a sufficient portion thereof.

CLAUSE 14

Contractor to Supply Tools, Tackles, ladders, Transport, Machinery etc.

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), machinery, tools & plants as specified in schedule C. In addition to this, appliances, Instruments, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

CLAUSE 15

Labour Laws to be complied by the Contractor

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 15 B

Payment of wages:

(i) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

(ii) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

CLAUSE 16

In respect of all labour 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 Safety Code given in tender 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.2000/- 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 17

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

CLAUSE 18

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE 19

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 20

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 21

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 Original Equipment Manufacturer(OEM) 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 22

Withholding and lien in respect of sum due from contractor

(i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the owner 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 owner 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 finalisation or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the owner shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the owner or any contracting person through the Engineer-in- Charge pending finalization of adjudication of any such claim. It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or owner will be kept withheld or retained as such by the Engineer-in-Charge or owner till the claim arising out of or under the contract is determined by the arbitrator(if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the owner shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

(ii) owner 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 owner to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by owner to the contractor, without any interest thereon whatsoever.

CLAUSE 23

Applicable Law

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

OTHER CONDITIONS

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

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

SCOPE OF WORK

ABOUT THE WORK:

Center of Innovative and Applied Bioprocessing (CIAB) is a Central Autonomous Institute under Department of Biotechnology, Ministry of Science and Technology, Govt. of India. CIAB is co-located with NABI in a single campus called NABI-CIAB campus which is newly developed in Knowledge City, sector-81, Mohali-Punjab, India.

The Bidder is required to supply, installation, testing and commissioning of SMF batteries for 3x200 KVA & 2x20 KVA UPS systems at CIAB building while the laboratory work in progress. The Firm is required to carry SITC of battery banks keeping one UPS system on load for ensuring no interruption to ongoing works in the laboratory building.

The contractor is liable to work in compliance to the laid schedules and instructions of OEM of the item supplied and also provide the datasheet/specification sheet/Operating or technical manual, if any/ Guarantee/warranty or any other document related to the item supplied to CIAB at the completion of job.

SCHEDULE-B

Reference to Conditions of Contract

Name of Work: **Supply, installation and commissioning of SMF batteries with existing Pegasus UPS system (3x200 KVA & 2x20 KVA) at CIAB building, CIAB campus, Knowledge City, Sector-81, Mohali -Punjab, India**

- | | | |
|-------|---------------------------------|--|
| (i) | Tender Fee | : Rs.590/-only |
| (ii) | Bid Security declaration | : as mentioned in tender document |
| (iii) | Performance Guarantee | : 3% of tendered value |
| (iv) | Date of Publication of Tender | : 18-12-2020 |
| (v) | Last date of receipt of tenders | : 31-12-2020 |

SCHEDULE –C

GENERAL RULES & DIRECTIONS

Officer inviting Tender: **Chief Executive Officer**

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

See below

Definitions:

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

Clause 1

(i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance/award**07 days**

(ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above**07 days***

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

Clause 4

Number of days from the date of issue of letter of acceptance for reckoning date of start of work – **07days**

Time allowed for execution of work. **04 weeks after reckoning date of start of work**

Authority to decide:

(i) Extension of time :- **Chief Executive Officer, CIAB**

(ii) Rescheduling of mile stones :- **Chief Executive Officer, CIAB**

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

Clause 8

Type of work * **Supply, installation and commissioning of SMF batteries with existing Pegasus UPS system (3x200 KVA & 2x20 KVA) at CIAB building, CIAB campus, Knowledge City, Sector-81, Mohali -Punjab, India**

Clause 14

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

**SCHEDULE –D
SCHEDULE OF ITEMS**

FINANCIAL/PRICE BID FORMAT

S.No	Item Description	Unit	Qty.	Rate in figures (in INR)	Rate in words (in INR)	Amount in figures (in INR)	Approved Make
1	Supply, installation on site (fitment on rack), Testing , commissioning of SMF batteries (12 Volt, 100 AH) with existing On line UPS systems 3 sets of 200 KVA UPS with parallel kit/parallel bus bar double conversion type UPS 3 Phase in, 3 phase out for unbalance (Computer and critical equipment load) with 15 minutes back up time (3 sets x 42 batteries pack each)	Nos.	126				QUANTA/ EXIDE/ AMARA RAJA
2	Buy back of existing 12 Volt 100 AH batteries (EXIDE EP 100-12) including dismantling from rack.	Nos.	126				EXIDE (EP 100-12)
3	Supply, installation on site, Testing, commissioning of SMF batteries (12 Volt, 18 AH) with existing On line UPS systems 2 sets of 20 KVA UPS with parallel kit/parallel bus bar double conversion type UPS 3 Phase in, 3 phase out for unbalance (Computer and critical equipment load) with 15 minutes back up time.(2 sets x 32 batteriespack each)	Nos	64				QUANTA/ EXIDE/ AMARA RAJA
4	Buy back of existing 12 Volt 18 AH batteries EXIDE (EP 18-12) including dismantling from rack.	Nos	64				EXIDE (EP 18-12)
5	Freight, loading batteries on racks and SITC of batteries.	job	01				

1. Change in the technical specifications and terms & conditions if any, for the above item will be posted as corrigendum. All venders are requested to quote accordingly.
2. The offer must contain Technical literature/ leaflets and complete specifications of quoted model(s) along with commercial terms and conditions.
3. Bid prices should be inclusive of GST, charges for transportation and SITC of the item onsite.
4. Specifications are basic essence of the product. It must be ensured that the offers must be strictly as per our specifications. At the same time it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation. A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting party/manufacturer and the specifications mentioned in the quotation must be reflected/ supported by the printed technical leaflet/literature. Therefore the model quoted invariably be highlighted in the leaflet/literature enclosed with the quotation.

Non-compliance of the above shall be treated as incomplete/ambiguous and the offer can be ignored without giving an opportunity for clarification/negotiation etc. to the quoting party.

5. The items are to be quoted on 'Buy Back' basis and the bidders must offer a separate buy back price for the old item. The Purchaser reserves the right to place the order with or without 'buy back' option.

Annexure-1

FORM OF PERFORMANCE BANK GUARANTEE

In consideration of the Chief Executive Officer, CIAB (hereinafter called "The Institute") having offered to accept the terms and conditions of the proposed agreement between.....and.....(hereinafter called "the said Contractor(s)") for the work..... (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs.(Rupees only) as a security/guarantee from the Contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, (hereinafter referred to as "the Bank") hereby undertake to pay to the Institute an amount not exceeding Rs. (Rupees..... Only) on demand by the Institute.
2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Institute stating that the amount claimed as required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)
3. We, the said bank further undertake to pay the Institute any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Institute under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the Institute certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, (indicate the name of the Bank) further agree with the Institute that the Institute shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Institute against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Institute or any indulgence by the Institute to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Institute in writing.

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

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

ANNEXURE-2

PROFORMA FOR PERFORMANCE CERTIFICATE

To Whomsoever it may concern

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

Name and Signature of Authorized person/Engineer-Incharge

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

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.

ANNEXURE-3

INDEMNITY BOND (VIOLATION OF LAWS, NORMS, ACCIDENTS, DAMAGES ETC.)

(On Non-Judicial Stamp Paper of Rs.100/-only)

Name of the work - Supply, installation and commissioning of SMF batteries with existing Pegasus UPS system (3x200 KVA & 2x20 KVA) at CIAB building, CIAB campus, Knowledge City, Sector-81, Mohali -Punjab, India

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

On this day of2020

THIS DEED WITNESSETH AS FOLLOWS:

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

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

IN WITNESS WHEREOF THE HAS SET HIS/THEIR HANDS ON THIS DAY OF

SIGNED AND DELIVERED BY THE AFORESAID

IN THE PRESENCE OF WITNESSES:

- 1.
- 2.

ANNEXURE-4

BID SECURITY DECLARATION

(To be submitted by bidder on Non-Judicial Stamp Paper of Rs.100/-only duly attested by Notary)

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 Supply, installation and commissioning of SMF batteries with existing Pegasus UPS system (3x200 KVA & 2x20 KVA) at CIAB building, 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 03 years 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