

NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE (NABI)
(Dept. of Biotechnology, Ministry of Science & Technology, Govt. of India)
Knowledge City, Sector-81, Mohali (Punjab)
Website: www.nabi.res.in

Notice Inviting Tender(NIT)

NABI/ENGG/7(006)/2022-23- Works

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

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

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

1.	Issue/download of Tender documents	From 24 th August 2022
2.	Last date and time for submission of sealed e-tender	13 th September 2022 (up to 3.00 PM)
3.	Date & time of opening of technical bid	14 th September 2022 at 3.30 PM
4.	Earnest Money Deposit	Rs. 2,69,467/-
5.	Time for Completion of Work	01 years from period specified in tender document

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

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

Manager Administration

NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE (NABI)

KnowledgeCity,Sector-81,SASNagar,Mohali,140306,Punjab

TENDER NOTICE

Tender No. NABI/ENGG/7(006)/2022-23- Works

1.0 Sealed rate tenders are invited on behalf of the Executive Director, NABI from agencies who are enlisted and have successfully completed similar works during last 07 years with Central govt./State govt. /Govt Autonomous bodies, Govt University, Govt Institutes of Central/State Govt./PWDs/MES/HUDA/PUDA/CPWD/PSUs/other Government Organizations for the work of “**Annual Operation and Maintenance contract of Electrical, Civil, Firefighting, Public Health and allied services for NABI at Sector-81, Mohali.**”

1.1 The work is estimated to cost Rs 1,34,73,367/- (inclusive of GST). This estimate, however, is given merely as a rough guide.

1.2 The following basic technical eligibility criterion is mandatory for bidders. Failure to submit shall mean to disqualification: -

1.2.1 Bidder having experience (successfully completed) **in similar works** during the last 07 years in Government sector as described above. (Ending last day of the month previous to the one in which applications are invited) as per following criteria: -

Three similar completed works, costing not less than the amount equal to 40% of the 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.

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

1.2.3 **The bidder should have Employees Provident Fund, ESIC enlistment.** No self-certification/undertaking by bidders shall be entertained.

1.2.4 The tender fee and earnest money deposit as per mentioned in tender document.

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 sheet, duly audited and certified by the Chartered Accountant.**

1.2.6 The firm should have GST number.

1.2.7 The Firm shall have valid Class 'A' Electrical contractor license for minimum voltage level of 11kV duly issued by the licensing authority of Electricity Department. The copy of the same shall be enclosed with the Technical bid

1.2.8 The firm should submit Site visit certificate on their letter head.

1.2.9 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 NABI verifies them from the issuing authority. Original copy of the documents shall also be produced to NABI 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 NABI in future. Further, the agency (applicant) confirms that we have not been blacklisted by any of their clients.

For the purpose of this clause 'Similar work' means the work of **Annual Operation and Maintenance of any Institutional campus / Hospitals / Multistory Office buildings/ Power plants/Refineries/Manufacturing Plants & Industries/Research Centre's and Laboratories/ Sport Stadiums/Any other Industry along with Civil works, Electrical works, Firefighting pumps, public health, Water supply pumps, Integrated Software based building Management system(BMS), Addressable type Fire Alarm system, LIFTS, Audio-Visual system/Public Address system in Government/Public sector as mentioned as mentioned in criteria no 1.0.**

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

Note: -The Tenderer shall produce definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, NABI of having satisfactorily completed similar works of magnitude specified above. Completion Certificates to be enclosed.

2. Agreement shall be drawn with the successful tenderer on prescribed format by the Competent Authority. Tenderer shall quote his rates as per various terms and conditions laid down in the tender document. The tenderer shall depute all the required manpower at NABI Campus on direct company/firm payrolls basis through regular/permanent employment or through direct contract employment. No third-party manpower outsourcing or subcontracting of manpower is allowed in this contract. If at any stage of tender evaluation or during execution of contract, the above information/undertaking given is found false or incorrect then the contract will be terminated with immediate effect with the approval of Competent Authority, NABI and the contractor shall be debarred for 05 years from participating in any tender of NABI in future

3. The time allowed for carrying out the work will be 01 years as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents. Further NABI, it may be extended for a further period of 01 year or lesser based on the requirement of NABI. During the extended period of contract (if any), the increment in minimum wages of the deputed staff (if any) stipulated by the Govt. of India shall be payable to the contractor proportionately

4. The site for the work is available.

5 (i) Tender forms, NIT and all the Tender documents consisting of plans, specifications, the schedule of quantities of the works to be done and 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 NABI, Mohali on all working days between 10:00am to

5:00pm.

(ii) **Submission of Tender-** The technical bid documents shall should be uploaded in the Cover- 1 & 2 as detailed below:

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

- a) Scanned Copy of EMD, MSME Certificate
- b) Scanned Copy of Documents related to eligibility criteria i.e., Completion certificates/proofs of the similar works completed.
- c) Scanned Copy of Tender Acceptance Letter as per format.
- d) Scanned Copies of Average annual financial turnover statement for last 03 consecutive years duly attested by Chartered Accountant.
- e) Other documents as per technical eligibility criteria

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

- a) This shall contain the price for the execution of the works specified in the Volume-2 of the tender document in Excel format.

Note:-

a) Documents to be uploaded in pdf format only (except price bid which shall be in excel format)
b) The original Bid Security Declaration should be sent to the address- National Agri-Food Biotechnology Institute, Sector-81, Knowledge City, PO- Manauli, SAS Nagar Mohali 140306, Punjab by post/speed post/courier/by hand on or before last bid submission date & time. Bidders are advised to comply accordingly.

6 (a) 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 'F'. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 5000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F'. including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. It may kindly be noted that Contractor's profits and overheads are considered 15% of the estimated cost considered in NITs as per CPWD guidelines.

5. The description of the work is as follows:

Annual Operation and Maintenance contract of Electrical, Civil, Firefighting, Public Health and allied services for NABI at Sector-81, Mohali.

Tenderers are advised to inspect and examine the site, and satisfy themselves before submitting their tenders as to the type of system (so far as is practicable), the form, wastage of material 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 tenderers shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, 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 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. Bidders are advised to mark page numbering

11. The tender for the works shall remain open for acceptance for a period of **one hundred eighty (180) days** from the date of opening of tenders, 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 Institute 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.

12. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting/Competent Authority shall within 07 days sign the contract agreement consisting of: -

a) The Notice Inviting Tender, all the documents including financial bid, additional conditions, specifications and drawings, if any, forming the tender as issued/downloaded at the time of invitation of tender and acceptance thereof together with any correspondence, award letter leading thereto.

b) Tender form.

14. 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.

15. 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 Fund 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 Engineer-in-Charge 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.

16. 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.

17. Unless otherwise stated, the contract shall be for the whole work as described in the "Schedule of items/quantities of Works" 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 certificate of completion to be recorded by the Engineer-in-Charge shall be mandatory and will be conclusive proof of completion of work.

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

19. 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.

20. 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.

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.

26. A tenderer, 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. Bids of de-barred bidders from previous tenders shall be summarily rejected and are not allowed to participate.

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

TENDER ACCEPTANCE LETTER

To,

**The Executive Director
NABI, Mohali, Punjab, India**

Dear Sir,

A) I/We have read and examined the following Tender Documents relating to the work of “Annual Operation and Maintenance contract of Electrical, Civil, Firefighting, Public Health and allied services for NABI at Sector-81, Mohali.”

General Conditions

- Instructions to bidders
- General Information
- Specific condition of contract
- Terms and Conditions of Contract Agreement
- Technical specification and Bill of Quantities
- Price Bid

I/We hereby offer to execute the work complete in all respects specified in the underwritten Memorandum within the time specified therein at the rates specified in the bill of Quantities and in accordance, with the specifications, designs, drawings and instructions in writing referred to in the conditions of tender.

I/We hereby certify that I/We had read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.) which form part of the contract agreement and I/We shall abide hereby by the terms/conditions/clauses contained therein. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting the acceptance letter. I/ We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) in its totality/entirety. In case any provision of this tender is found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Signature and Seal of Partner/Proprietor Only

Postal Address, Stamp

DATED:

Witness:

CONDITIONS OF CONTRACT

Definitions

- I. The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between National Agri- Food Biotechnology Institute (NABI) and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in- Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- II. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-
- (i) 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.
- (ii) The **Site** shall mean the land/or other places 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.
- (iii) 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.
- (iv) The Owner/Competent Authority/Institute **means** the Executive Director, National Agri-Food Biotechnology Institute.
- (v) The **Engineer-in-charge** means the **Assistant Engineer (Civil & Electrical)** who shall supervise and be in charge of the work on behalf of the Competent Authority.
- (vi) **Accepting Authority** shall mean the authority Executive Director, National Agri-Food Biotechnology Institute.
- (vii) **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.
- (viii) **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, all overheads and profits.
- (ix) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government mentioned with the amendments thereto issued up to the date of receipt of the tender.
- (X) **Tendered value** means the value of the entire work as stipulated in the letter of award as quoted by bidders.
- (xi) **Date of commencement of work:** The date of commencement of work shall be the date of start 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.

- III. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine genders shall whenever required include feminine gender and vice versa.
- IV. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof of the contract.
- V. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.
- VI. 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 Quantities 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.
- VII. 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.
- VIII. 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.
- IX. In the case of discrepancy, the following order of preferences shall be observed:-
- (i) NIT scope of work.
 - (ii) Particular Specification and Special Condition, if any.
- X. 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.
- XI. Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom 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.
- XII. No payment for the work done will be made unless contract is signed by the contractor.
- XIII. All the O & M staff shall wear safety shoes, dress code in compulsory during duty hours. The contractor shall provide safety shoes, dress (02 no's) to each of the manpower deputed by them at NABI campus.
- XIV. The contractor shall be responsible for proper maintenance of decorum, punctuality, discipline and work output.
- XV. The contractor shall pay to all the Operation & Maintenance (O&M) staff deployed at NABI, the latest applicable minimum rates of wages as prescribed by Ministry of Labour & Employment, Govt. of India for Area- B (Chandigarh/Mohali) for Construction or Maintenance works. Any revision in wages as per Govt. of India shall be payable to the O & M staff by the contractor during contract period only, without any additional cost implication to NABI. During the extended period of contract (if any), the increment in minimum wages of the deputed staff (if any) stipulated by the Govt. of India shall be payable to the contractor proportionately by NABI. The wages shall be payable to the O&M

staff in accordance with their respective category/domain of work i.e., highly skilled/skilled/semi-skilled/unskilled etc. the monthly payment /salary to all the O&M staff deployed at NABI shall be made by the contractor by the end of first week i.e., 07th of every month. The disbursement of salaries to all the O&M staff shall be made in their respective bank accounts only and no cash payment shall be made to the workers/staff. In delay of disbursement of salary per day 0.1% penalty will be deducted contractor monthly bill.

- XVI. The payment for EPF, ESI contributions on behalf of employer i.e., NABI shall be deposited by successful bidder. Also, other perks such as leave wages (Paid leave as per factory act 1948), etc. shall be payable to the workers. No extra to be paid by Employer for this in bidder quoted amount. Also all gazette holiday approved by GOI shall be given to them, if any worker joins the duty during holiday or working more than duty hours, overtime shall be given as per norms (extra wages should be given at twice the ordinary rate) without any implication to employer.
- XVII. The Contractor shall submit the monthly bills/Invoices to the Engineer-In charge within First fifteen days of every month along with the copy of monthly attendance sheets of the manpower deployed at NABI, payment receipts/proofs of the salaries disbursed to the Operation & Maintenance (O&M) staff deployed at NABI, Copies of EPF and ESIC payment challans/receipts, other perks for the O&M staff deployed at NABI. Based on the satisfactory monthly service completion certificate given by Engineer-In charge, the monthly bill payment to the contractor shall be released within 21 working days from the receipt of bill.
- XVIII. The Contractor will be required to take labour license from the licensing authority for the deployment of manpower at NABI campus and will submit the copy of same to the Engineer-In charge after the award of work.
- XIX. NABI shall be at liberty to terminate the contract by issuing a month's notice to the contractor without assigning any reason what so ever. As regards unsatisfactory performance or noncompliance with any of the terms and conditions of the contract by the contractor, NABI shall have the right to terminate the contract forthwith without notice & rearrange the balance work through other agencies at the risk and cost of the contractor & under such circumstances, the security deposit paid by the contractor shall stand forfeited

CLAUSES OF CONTRACT

CLAUSE 1

(i) The contractor shall submit an irrevocable Performance Guarantee of **3% (Five percent)** of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified from the date of issue of letter of acceptance. This period can be further extended by the Competent Authority up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 5,000/-) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1, 00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

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

(iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the owner is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

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

(b) Failure by the contractor to owner any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.

(iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Competent Authority.

(v) On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a provisional Completion certificate shall be recorded by the Engineer-in-Charge. The provisional certificate shall have appended with a list of outstanding balance item of work that need to be completed in accordance with the provisions of the contract. This provisional completion certificate shall be recorded by the concerned Engineer-In-charge with the approval of Superintending Engineer /Project Manager / Chief Engineer/Chief Project Manager, if required. After recording of the provisional Completion Certificate for the work by the competent authority, the 80 % of performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving Maintenance of building and services /any other work after construction of same building and services/ other work, then 40% of performance guarantee shall be returned to the contractor, without any interest after recording the provisional Completion certificate.

CLAUSE 2

Compensation for Delay

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

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

CLAUSE 3

When Contract can be Determined

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

(i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CLAUSE 3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract. In case contractor wants to close the contract, he shall give notice to the department stating the failure on the part of department. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits:

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

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

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

CLAUSE 4

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

In any case in which any of the powers conferred upon the Competent Authority by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise hereof shall not constitute a waiver of any of the conditions hereof and such powers shall Notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in- Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and

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

CLAUSE 5

Time and Extension for Delay

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

If the work(s) be delayed by: -

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

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

CLAUSE 10A

Materials to be provided by the Contractor

The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the owner. The contractor shall, at his own expense and without delay, supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down

in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer in-Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor. The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F.

CLAUSE 10 D

Dismantled Material Govt. Property

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Government's property and such materials shall be disposed off to the best advantage of Government according to the instructions in writing issued by the Engineer in-Charge.

CLAUSE 11

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

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

CLAUSE 12:

Deviations/ Variations Extent and Pricing

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

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

- (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
- (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

12.2

Deviation, Extra Items and Pricing

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

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

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

Deviation, deviated Quantities, Pricing

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

12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule F, and the Engineer-in-Charge shall after giving notice to the

contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

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

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

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

CLAUSE 13

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

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

Clause 14

Carrying out part work at risk & cost of contractor

If contractor:

(i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or

(ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

(iii) The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:

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

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

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the

contractor, the liability of contractor on account of loss or damage suffered by Government because of action under this clause shall not exceed 10% of the tendered value of the work.

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

The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

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

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

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

CLAUSE 15

Suspension of Work

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

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

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

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

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

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

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

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

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

CLAUSE 16

Action in case Work not done as per Specifications

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-In-charge, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. If it shall appear to the Engineer-in-charge, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lac and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in- Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

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

Clause 18 B

Ensuring Payment and Amenities to Workers if Contractor fails

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Government is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the C.P.W.D. Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by

C.P.W.D. Contractors, Government will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Government under subsection(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise Government shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Government full security for all costs for which Government might become liable in contesting such claim.

CLAUSE 19

Labour Laws to be complied by the Contractor

The contractor shall obtain a valid licence under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work, if required as per labour law. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996. Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

CLAUSE 19A

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

CLAUSE 19 B

Payment of wages:

(i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the C.P.W.D Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

(ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

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

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

(b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums

not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.

(v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.

(vi) The contractor shall indemnify NABI against payments to be made under and for the observance of the laws aforesaid and any other law, Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.

(vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

(viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

(ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

CLAUSE 20

Minimum Wages Act to be complied with

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.

CLAUSE 21

Work not to be sublet. Action in case of insolvency

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

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

CLAUSE 24

Life Cost Cycle

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

CLAUSE 25

Settlement of Disputes & Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship

or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter: (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge or if the Engineer in Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or 51 carrying out of the work, to be unacceptable and is disputed, such party shall promptly within 15 days of the arising of the disputes request the Chief Engineer/ CPM, or where there is no Chief Engineer/CPM, request the Additional Director General/Special Director General ,who shall refer the disputes to Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The Dispute Redressal Committee (DRC) give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from CE/CPM/ADG/SDG. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'. Provided that no party shall be represented before the Dispute Redressal Committee by an advocate/legal counsel etc. The DRC will submit its decision to the concerned ADG/SDG for acceptance. ADG/ SDG in a time limit of 30 days from receipt of DRC decision will convey acceptance or other wise on the said decision .If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or the ADG/SDG fails to give his decision in the aforesaid time limit or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC)/ ADG/ SDG then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC)/ ADG/SDG or on expiry of aforesaid the time limits available to DRC/ ADG/SDG ,may give notice to the Chief Engineer/CPM, CPWD, in charge of the work or if there be no Chief Engineer/ CPM,, the Additional Director General /Special Director General concerned or if there be no Additional Director General/ Special Director General, the Director General, CPWD for appointment of arbitrator on prescribed proforma as per Appendix XVII under intimation to the other party. It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration. The CE/ADG/ SDG /DG shall in such case appoint the sole arbitrator or one of the three arbitrators as the case may be within 30 days of receipt of such a request and refer such disputes to arbitration. Wherever the Arbitral Tribunal consists of three Arbitrators, the contractor shall appoint one arbitrator within 30 days of making request for arbitration or of receipt of request by Engineer-in-charge to CE/ADG/ SDG /DG for appointment of arbitrator, as the case may be, and two appointed arbitrators shall appoint the third arbitrator who shall act as the Presiding Arbitrator. In the event of a. A party fails to appoint the second Arbitrator, or b. The two appointed Arbitrators fail to appoint the Presiding Arbitrator, then the Director General, CPWD shall appoint the second or Presiding Arbitrator as the case may be. (ii) Dispute or difference shall be referred for adjudication through 52 arbitration by a Tribunal having sole arbitrator where claimed amount is Rs. 20 Crore or less. Where claimed Value is more than Rs. 20 Crore, Tribunal shall consist of three Arbitrators as above. The requirements of the Arbitration and Conciliation Act, 1996 (26 of 1996) and any further statutory modification or reenactment thereof and the rules made there under and for the time being in force shall be applicable. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the decision of the ADG/ SDG on the finding / recommendation of DRC. It is also a term of this contract that any member of the Arbitration Tribunal shall be a Graduate Engineer with experience in handling public works engineering contracts, and further he shall have earlier worked at a level not lower than Chief Engineer/ equivalent (i.e. Joint Secretary level of Government of India). This shall be treated as a mandatory qualification to be appointed as arbitrator. Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015. Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference by the appointing authority. The arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award. It is also a term of the contract that fees payable to arbitral tribunal shall be as approved by DG, CPWD, OM issued vide no.2/2006/SE(TLC)/CSQ /137 dated 19-11-2019 (or its latest amendment as approved by DG, CPWD). This fee shall be shared equally by parties. The place of arbitration shall be as mentioned in Schedule F. In case there is no mention of place of arbitration, the arbitral tribunal shall determine the place of arbitration. The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with both the parties. Failing any such agreement, then the Arbitral Tribunal shall decide the venue.

CLAUSE 27

Lumpsum Provisions in Tender

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

CLAUSE 28

Action where no Specifications are specified

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per state/ District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

CLAUSE 29

Withholding and lien in respect of sum due from Contractor

(i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in Charge or the Government shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the Government shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the Government or any contracting person 54 through the Engineer-in-Charge pending finalization of adjudication of any such claim. It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or Government will be kept withheld or retained as such by the Engineer-in-Charge or Government till the claim arising out of or under the contract is determined by the arbitrator(if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise. (ii) Government shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of overpayment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor, without any interest thereon whatsoever. Provided that the Government shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer

CLAUSE 31

Hire of Plant & Machinery

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

CLAUSE 32

Employment of Technical Staff and employees

Contractors Superintendence, Supervision, Technical Staff & Employees (i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract. The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. Even if the contractor (or partner(s) in case of firm/company) is himself / herself an Engineer, it is necessary on the part of the contractor to employ principal technical representative / technical representative (s) as per stipulation in Schedule 'F' The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work. All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s) The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually 57 available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements/ test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days. If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non refundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-In-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every on account bill final bill and shall produce evidence if at any time so required by the Engineer-in-Charge. (ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work. The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work. The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or

negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

CLAUSE 33

Levy/Taxes payable by Contractor

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

CLAUSE 35

Termination of Contract on death of contractor

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

CLAUSE 36

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

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

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

CLAUSE 37

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

No engineer of gazetted rank or other gazetted officer employed in NABI engineering division or administrative duties shall work as a contractor or employee of a contractor for a period of one year after his retirement from NABI service without the previous permission of Competent Authority at NABI in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Competent Authority at NABI as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

CLAUSE 40

Apprentices Act provisions to be complied with

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

Clause 41

Release of Security deposit after labour clearance

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

OTHER CONDITIONS

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

SCHEDULE-A SCOPE OF WORK

National Agri-Food Biotechnology Institute (NABI) is Central Autonomous Institutes under Department of Biotechnology, Ministry of Science and Technology, Govt. of India. NABI campus which is newly developed within 35 acres in Knowledge City, sector-81, Mohali-Punjab, India. The details of the different buildings constructed at NABI campus with their built up areas are given as below:

S. No	Name of Building Approx.	Built up Area (sq. m)	No. of Floors
1	NABI Laboratory & Entrance	15431.00	G+3
2	Guest House	1005.35	G+2
3	Research Scholar's Hostel	4045.56	G+8
4	Animal House	370.79	G only
5	Utility-1	1629.25	G+ Basement
6	Utility-2	728.35	G+ Basement
7	Apartment Tower-III & IV	6242.50	G+8
8	Apartments Tower-IV& V		G+8
9	Director's Residence & CEO's residence		G+1
10	Green house facility-02Nos.	213.75	G
11	Screen houses- 3nos.	2015.0	G
12	NABI Main Entrance Gate	13.00	G
13	Metering Room and HT Panel Room	40.00	G

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

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

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

The detail list of Major Inventories/Machineries installed within the NABI campus which are required to be operated and Maintained by the agency but not limited to this only, is given as Annexure-1.

SCHEDULE OF SERVICES TO BE PROVIDED BY THE AGENCY:

- 1) The agency shall be fully responsible for round the clock (24hrsx365days) Operation and Maintenance of the systems/services/inventories detailed above and installed at NABI campus.
- 2) The agency shall depute the full manpower required for the Operation & Maintenance of NABI campus as per the minimum manpower i.e. total no's 30 requirement proposed by NABI in Annexure-2 respectively. If required, additional manpower may also be deployed by the agency as per their assessment of the work without any extra cost to NABI. The Manpower deputed by the agency shall be fully trained in Operation & maintenance of the systems/services installed at NABI campus. However existing working manpower at NABI Campus should be deployed during this contract.
- 3) Any relievers/During leave if required to maintain the required manpower at NABI campus shall be the responsibility of the agency, without any extra cost to NABI. In case of any addition/deletion of **minimum manpower only** by the contractor on separate requirement given by NABI, the equivalent gross salary amount (excluding overheads & profits) will be payable/deductible to/from the contractor monthly bills.
- 4) The Minimum educational qualification of the Manpower to be deployed by the agency shall be as per the requirements mentioned in Annexure-2. However higher qualification is also acceptable but without any extra cost of NABI.
- 5) The agency shall prepare the building wise/area-wise manpower deployment schedule in consultation with the Engineer-In charge and get it approved in principal from the Engineer - In charge for deployment at NABI campus.
- 6) The agency shall regularly maintain the Log books of all the services/systems installed in the NABI campus i/c HT panels, LT panels, Transformers, DG sets, UPS, LIFTS, Fire Alarm systems, Solar Power generation system, Water Supply systems etc. as per the format provided by Engineer-Incharge.
- 7) The agency shall be fully responsible to maintain all the systems/services/inventories installed at NABI campus as per the Maintenance schedule recommended by the respective Original Equipment Manufacturer (OEMs) of different systems and as per the instructions of Engineer-Incharge i/c regular cleaning and day to day maintenance of all the Machineries i/c LIFTS, Fire Alarm system smoke detectors, Solar panels and all other systems installed inside NABI campus.
- 8) The agency shall regularly check all the systems/services of NABI campus i/c checking of HT & LT Bus bars for loose joints (if any), HT & LT cable connections, earthing connectivity, Earth Pit resistance measurement, Thermography of HT/LT bus bars, cables etc. as per the checking schedule provided by the Engineer-Incharge and will notify the defects found (if any) in the Defect register to be maintained by the agency as per the format provided by Engineer-Incharge.
- 9) The agency shall also attend the complaints notified by NABI staff in the complaint register within 48 hours.
- 10) In case of minor defects/complaints and in case of emergent situations, the agency shall rectify the defects on immediate basis but within a maximum of 24hrs. time however the spares required, if any will be arranged by NABI to the agency. In case of emergent situations, the agency shall be responsible for the Cable fault identification & rectification, HT/LT Power cable jointing, cable terminations and related works i/c excavation of hard/soft soil area, backfilling etc. for which the agreed charges will be payable to the agency.
- 12) The agency shall be responsible for repair & replacement of Light fixtures, switches, sockets, wiring, smoke detectors etc. i/c street light fixtures as per the requirement for which the material/spares will be arranged by NABI. However, the tools/tackles/ladders etc. required for this work shall be arranged by agency on its own.
- 13) The minor works i/c internal wiring, extension of sockets, DB installation, any other works if required by NABI shall be executed by the agency through it's already deputed manpower for which the spares/material will be provided by NABI.
- 14) The Preventive Maintenance of the specialized machineries i/c DG sets, UPS, Fire Alarm system control panel, Fire Suppression system shall be arranged by NABI through OEM or their authorized agency however the O & M agency will support & depute its manpower with the OEM/OEA during the same. The day to day maintenance of these machines shall be done by the O&M staff deputed by the

contractor at NABI campus.

15) The agency shall also be fully responsible for the regular training of its deployed Manpower for Firefighting, operation of Fire suppression systems, Fire extinguishers etc. i/c quarterly mock drill of the manpower to deal with emergent Fire situations inside NABI campus.

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

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

For CIVIL/PH/Fire Fighting

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

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

20) Cleaning of catch basins, gully traps, pipeline, storm, sewer manhole with manual/mechanical pump suction equipment once in year. Also unblock the washroom, kitchen block lines on routine basis without any extra cost to NABI.

21) Conducting fire mock drills every 03 months with help of in-house/external fire expert.

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

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

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

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

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

ANNEXURE-1			
MAJOR INVENTORY LIST OF NABI			
S.No	Equipment description	Qty.	LOCATION
1	11kV HT panel with Vacuum Circuit Breakers(VCBs)	1set	HT panel room near Main gate
2	11kV HT panel with Vacuum Circuit Breakers(VCBs) and Battery charger	1set	Utility-1 substation
3	1600kVA, 11kV/415V, Step down, Dry Type Transformer with ON Load Tap changer (OLTC) and RTCC panel etc.	2set	
4	1010kVA, three phase, 415V silent type DG set	3set	
5	20KLD capacity HSD storage underground tank with automated pumps etc.	1set	
6	Main LT panel	1 set	
7	DG synchronizing panel	1set	
8	Capacitor panel	2set	
9	11kV HT panel with Vacuum Circuit Breakers(VCBs) and Battery charger	1set	
10	630kVA, 11kV/415V, Step down, Dry Type Transformer with ON Load Tap changer(OLTC) and RTCC panel etc.	2set	
11	500kVA, three phase, 415V silent type DG set	1set	
12	500kVA, three phase, 415V silent type DG set	1set	
13	Main LT panel	1 set	
14	DG synchronizing panel	1set	
15	Capacitor panel	2set	Transgenic Green house Facility.
16	160kVA, 3phase, 415V silent type DG set with AMF panel	1set	
17	LT panel	2set	
18	10kVA	1set	
19	20kVA UPS	1set	
20	30kVA UPS	2set	

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S.No	Equipment description	Qty.	LOCATION
21	40kVA UPS	2set	LAB bldg.
22	60kVA UPS	3set	
23	120kVA UPS	3set	
24	LT panels	25set	
25	Novac 1230 Gas based Fire Suppression system	5set	
26	Intelligent Addressable Type Fire detection & Alarm system	1system	
27	Software based Building Management system	1system	
28	Audio-Visual/Public Address system	2 systems	
29	15kW Solar Power Generation system	1system	
30	3000LPD Solar Water Heating system	1system	
31	Machine Room less Passenger lift of capacity-13passengers	4set	
32	LT panel	1set	Animal House
33	LT panel	2set	Director Bunglow-1&2
34	LT panel	1set	Apartment Tower-1
35	Fire Alarm System	1set	
36	Machine Room less Passenger lift of capacity-8passengers	2set	
37	LT panel	1set	Apartment Tower-2
38	Fire Alarm System	1set	
39	Machine Room less Passenger lift of capacity-8passengers	2set	
40	LT panel	1set	Guest House
41	Fire Alarm System	1set	
42	Machine Room less Passenger lift of capacity-8passengers	1set	
43	LT panel	11set	Research Scholar's Hostel
44	Fire Alarm System	1set	
45	Machine Room less Passenger lift of capacity-8passengers	2set	
46	Access Control system	1system	
47	Street lights	140Nos.	External Area
48	Water Supply pumps	14 Nos.	Utility-1 , 2 & External areas
49	Fire Fighting Pumps	9Nos.	Utility-1,2
50	Dosing Pump	2nos	
51	Water Treatment Plants	2sets	

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ANNEXURE.2 MINIMUM MANPOWER REQUIREMENT FOR NABI

S.N.	Designation	Category	Educational Qualification and Experience	Total Qty in Nos
1.	Sr. Supervisor Electrical	Highly Skilled	ITI in Electrical Trade/Diploma in Electrical Engineering, Minimum 07 years (with ITI) or 05years (with Diploma) in Operation & Maintenance/Erection and Commissioning of Electrical systems i/c Transformers, DG sets, UPS, LT/HT panels, Electrical Wiring, Cable Terminations, Street lighting works etc.	01nos
2.	Supervisor Civil	Highly Skilled	ITI in Civil Trade/Diploma in Civil Engineering, Minimum 07 years (with ITI) or 05years (with Diploma) in Operation & Maintenance civil works	01nos
3.	BMS system Engineer	Highly Skilled	Diploma/Degree in Electrical/Mechanical Engineering along with proficiency in Computers, Internet usage , emails /BMS / SCADA system/Building Automation etc, Minimum of 02years experience in operating Building management system(BMs) /SCADA system /Automation of Large Building complexes and Audio-Visual system/Public address system operation i/c industries /Power plants/substations/Manufacturing plants etc.	01nos
4.	Fitter cum Pump Operator	Skilled	ITI/Diploma in relevant trade, Minimum 05years(with ITI) and 03years(with Diploma) in Operation and Maintenance of Firefighting pumps/water supply pumps, Mater Softeners etc.	04nos
5.	Electrician Including 01 no's telephone operator	Skilled	ITI in Electrical Trade/Diploma in Electrical Engineering, Minimum 05years(with ITI) and 03years(with Diploma) in Electrical Wiring, cable termination work, DB installation and dressing work, Operation & Maintenance of Electrical LT/HT panels, DG sets etc.	12nos
6.	Carpenter	Skilled	ITI/Diploma in relevant trade, Minimum 05years(with ITI) and 03years(with Diploma) in relevant work	01nos
7.	Plumber	Skilled	ITI/Diploma in relevant trade, Minimum 05years(with ITI) and 03years(with Diploma) in relevant work	03nos
8.	Mason	Skilled	Experience in this field approx. 05 years	01nos
9.	Fire Operator	Skilled	ITI/Diploma in relevant trade, Minimum 05years(with ITI) and 03years(with Diploma) in operation and maintenance of firefighting system	03nos

			with certification for Fire safety and Disaster Management or equivalent	
10.	Helper Technical	Semiskilled	ITI in Electrical Trade, Minimum 0 to 2 years of experience in the relevant trade	03nos
	Total Nos of Minimum Manpower			30nos

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

PROFORMA OF SCHEDULES

SCHEDULE 'A'

Schedule of quantities in Vol-II.

SCHEDULE 'E'

Reference to General Conditions of contract.

Name of work:

Estimated cost of work: Rs.

- (i) Earnest money: Bid Security Declaration
- (ii) Performance Guarantee: 3% of tendered value.

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS

Officer inviting tender: **-ED, NABI**

Definitions:

2(v) Engineer-in-Charge: - **Assistant Engineer - Civil**

2(viii) Accepting Authority: - **ED,NABI**

2(x) Percentage on cost of materials and labour to cover all overheads and profits: - **15%**

2(xi) Standard Schedules of Rates: - **CPWD DSR 2021 along with Market rates for non-scheduled items**

Clause 1

(i) Time allowed for submission of Performance Guarantee, programme chart (Time and progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW welfare board or proof of applying thereof from the date of issue of letter of acceptance: - **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**

Clause 2

Authority for fixing compensation under clause 2: - **ED, NABI**

Clause 5

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

Time allowed for execution of work: - **01 years**

Authority to decide:

(i) Extension of time: - **ED, NABI**

(ii) Rescheduling of mile stones: - **ED, NABI**

(iii) Shifting of date of start in case of delay in handing over of site: - **ED, NABI.**

Clause 8A

Authority to decide compensation on account if contractor fails to submit completion plans; - **ED, NABI**

Clause 11

Specifications to be followed for execution of work: -**Technical Specifications mentioned in Vol.-II of tender document.**

Clause 12

Authority to decide deviation upto 1.5 times of tendered amount: - **ED, NABI**

12.2 & 12.3

Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work: - **as per CPWD Works Manual 2019 with up-to-date amendments**

Clause 16

Competent Authority for deciding reduced rates: - **ED, NABI**

Clause 32 (i)

Requirement of Technical Representative(s) and recovery Rate-----CPWD MANUAL 2019

Or

as amended from time to time

Form of Contract

THIS CONTRACT is made on day of 2022

BETWEEN

National Agri-Food Biotechnology Institute (NABI) which is a society registered under the Societies Registration Act, XXI of 1860 and having its Office at Knowledge City, Sector-81, Mohali (hereinafter called Owner, which expression shall where the context so admits include its successors and permitted assigns) of the one part,

AND

CONTRACTOR, having its registered office at (Hereinafter referred to as CONTRACTOR) which expression shall include its successors and permitted assigns, of the other part.

WHEREAS OWNER intends to have certain Services for “Annual Operation and Maintenance contract of Electrical, Civil, Firefighting, Public Health and allied services for NABI at Sector-81, Mohali. at NABI campus at Sector 81, Mohali (hereinafter referred to as PROJECT),

AND WHEREAS said CONTRACTOR is in the business of providing inter-alia management, construction works and possesses experience, expertise and knowledge in this regard,

AND WHEREAS OWNER has selected CONTRACTOR to undertake the said services hereinafter referred to and specified in this CONTRACT as “Annual Operation and Maintenance contract of Electrical, Civil, Firefighting, Public Health and allied services for NABI at Sector-81, Mohali.”

AND WHEREAS said CONTRACTOR agrees to perform such WORKS, SERVICES as the terms and conditions for the performance of the said WORKS, SERVICES as detailed herein.

NOW THEREFORE, in consideration of the premises and the covenants set forth in this CONTRACT, OWNER & CONTRACTOR mutually agree and confirm the agreement detailed herein and witnesseth as follows:

Clause -1: CONTRACT DOCUMENT

The following documents shall constitute the CONTRACT in addition to Form of Contract

1. Tender Document with terms & conditions, technical eligibility criteria.
2. Financial bid submitted by contractor.
3. All correspondence / Minutes of meetings / Negotiation etc. between NABI & CONTRACTOR after the issue of NIT document till the award of work.
4. Award letter

Clause-2 EFFECTIVE DATE OF CONTRACT

This CONTRACT shall be deemed to have come into force with effect from..... day of issue of letter of Award by NABI

Clause-3 SERVICES TO BE PERFORMED

CONTRACTOR shall perform the SERVICES as herein specified upon the general terms and conditions and within time frame specified in the CONTRACT.

Clause-4 REMUNERATION AND CONTRACT PRICE

OWNER shall, in considerations of the SERVICES performed pay to CONTRACTOR remuneration based on work done by contractor at site.

Clause-5 CONTRACT PERIOD

On signing by OWNER and CONTRACTOR this CONTRACT shall be deemed to have come into force from the effective date of CONTRACT i.e. from issue of letter of award by NABI and shall remain in force for 12 months beyond the completion of work at site mentioned in tender document whichever is later.

Clause-6 ENTIRE CONTRACT

The Contract documents hereof embody the entire CONTRACT between the PARTIES hereto, and the PARTIES declare that in entering this CONTRACT they do not rely upon any previous representation, whether express or implied and whether oral or written, or any inducement, understanding or agreement of any kind not included within the Contract documents, and unless herein incorporated all prior negotiations, representations, and/or agreements and understandings relating to the subject matter are hereby treated as null and void.

Clause-7 JURISDICTION & APPLICABLE LAW

Notwithstanding any other Court or Courts having jurisdiction to decide the question(s) forming the subject matter of the reference, any/all actions and proceeding arising out of or relative to the CONTRACT (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil Jurisdiction in this behalf at Mohali and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts. NABI may make any byelaw(s), rules or regulation and carry out any amendment at any stage, in the rules or procedure necessary for the accomplishment of the purpose.

The laws of India for the time being in force shall govern this CONTRACT.

Clause-8 NOTICES

1. Any notice, consent, document or other communication required or permitted to be given under this contract shall be deemed to have been validly served if it is in writing and is signed by an authorized officer of the party giving the notice, and delivered or sent by registered post or by speed mail or courier to the address of the parties set out

below or such other address as may be notified as the appropriate address from time to time for the purpose of this contract.

NABI: Executive Director, NABI or his nominee
Knowledge City, Sector-81, Mohali

CONTRACTOR:

.....
.....

2. Date of notice of instruction shall be the day on which said notice or instruction is received.
3. Any PARTY may change its notice address at any time by so advising the other PARTY thereof in writing.

IN WITNESS WHEREOF the PARTIES hereto have duly executed this CONTRACT in two originals at the place, and date as follows:

**For and on behalf of
NABI**

**For and on behalf of
CONTRACTOR**

Name
Designation
Place
Date

Name
Designation
Place
Date

Witness

Witness

1.

1.

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

(On Non-Judicial Stamp Paper of appropriate value)

Name of the work _____

KNOW all men by these presents that I/We _____ (Name of Contractor

with address) do hereby execute Indemnity Bond in favour of National Agri- Food Biotechnology Institute having their office at Knowledge City, Sector-81, Mohali and for the project of “Annual Operation and Maintenance contract of Electrical, Civil, Firefighting, Public Health and allied services for NABI at Sector-81, Mohali .” under consideration.

On this day of2022

THIS DEED WITNESSETH AS FOLLOWS:

I/We, (Name of Contractor) hereby do indemnify and save harmless NABI and its officials 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, electrocution 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.
5. For any kind of violation of labour laws, acts, wages, PF/ESI contributions and duty timings.

IN WITNESS WHEREOF THE HASSE THIS/THEIR HANDS ON THIS DAY OF SIGNED AND DELIVERED BY THE AFORESAID IN THE PRESENCE OF WITNESSES: 1.
2.