

1. **Detail of location and terms of Contract**

S.No.	Location	Work to be carried out
a.	IISER, Sector-81, Mohali	Annual Operation & Maintenance Contract for CAF AC Plant at IISER, Mohali Application fee (Rs.563/- non refundable, favouring Registrar, IISER Mohali, payable at Chandigarh. Estimated cost Rs.4,75,233/- (including service tax of 10.3%). EMD Rs.9,500/-Favouring Registrar, IISER Mohali and payable at Chandigarh . Tenders to be given in two Envelopes. Last date 29.03.12 upto 1500 hrs.

Scope of work:-

SPECIAL CONDITIONS OF CONTRACT FOR OPERATION & MAINTENANCE

1. The firm shall have to maintain the plant in perfect working order during the contract period. In case the services are not rendered, as per the schedule the compensation for delay/liquidated damages shall be applicable @ 1.5% of the contract value per month of delay to be computed on per day basis.
2. Under no circumstances, the absence of the staff appointed by the contractor is permitted. Non availability of man power/absenteeism will attract a penalty as under:
Operator Rs. 500/- per day
3. The contract prices shall be firm for the entire period of contract. Any increase/s in the statutory wages by the Government should be envisaged in the quoted price. The institute shall not in such event, pay any enhancement/s to the firm during the tenure of the contract.
4. In case of any accident/damage etc caused due to the negligence of the staff deployed by the firm, the loss shall have to be made good by the firm.
5. The three shift operation contract will be valid for period of two years from the date of completion of work. The contract period can be increased or decreased on the basis of performance of the agency.

6. The contractor has to employ 1 No. Operator in each shift for three shift operation of the plant & 1 No. reliever.
7. The annual maintenance contract will be valid for period of one year which will start after the expiry of defect liability of one year from the date of completion of work or handing over of the site whichever is later. The contract period can be increased or decreased on the basis of performance of the agency.
8. The No. of shift operators can be increased to run the AC plant of other area for which pro rata payment shall be made.
9. The Annual Operation & Maintenance contract shall include the following:
Cleaning of filters/strainers, setting of v-belts cleaning of cooling towers, all electrical switches panels etc.
Descaling, cleaning of condenser, cooling coil etc. shall be done twice a year in the presence of representative of the department.
Lubricating the bearings of motors, pumps, fans etc. regularly.
The following material shall be provided by the firm for which nothing extra shall be paid:
 - All consumables materials such as refrigerant gases, compressor oil, indicating lamps, cleaning agents, greases, emery paper and cotton cloth.
 - All types of fuses, gauges, thermometers etc.
 - All the spare parts including compressor.The spare parts for replacement shall be of same brand. In case of any deviation, the same shall be got approved from the engineer-in-charge.
10. Competent service engineers shall be deputed to attend the breakdowns on any day, including Sundays and other government holidays. There will be no limit to such break down calls. Major breakdown calls shall be attended to as and when intimated, within the least possible time, not exceeding 4 hours in any case failing which a penalty of Rs. 500/- per hour of the delay shall be charged & Engineer-in-Charge shall be at liberty to get the repair carried out at the risk & cost of the firm.
11. The agency should submit the list of spares alongwith their rates which will be frozen and remain firm through out the contract period.
The materials required to be used during AOMC period shall be provided by the contractor wherever required to the extent of Rs. 1,000/- per month & nothing extra shall be paid to the contractor on this account. Further, the rates shall include two major breakdown repair & maintenance for Rs. 10,000/- each through out the AMC period.
12. The rates quoted shall be inclusive of all wages, transportation charges, providing maintenance Kit containing all tools and equipment including drill machine etc. as required, incidental charges and contractor's profit and overhead.
13. The rates quoted for contract should be inclusive of all taxes, Octroi, duties, Vat, etc. However, service tax shall be paid extra. Income tax shall be deducted from the bill of contractor at source at the rate as applicable from time to time, in accordance with the instructions / rules applicable in this regard.

14. In case it is felt by the Engineer-in-charge or his authorized representatives, that any workmen or supervisor of the firm is not suitable for carrying out the job or for supervision, the said workmen or the supervisor shall be replaced immediately by the firm.
15. The payment for operation contract & AMC shall be released to agency after every quarter on satisfactory performance by the agency.
16. The security will be deducted from each running bill @ 5% which will be released after the expiry of contract period.
17. The agency is required to submit the bank guarantee equivalent to the amount of Annual Operation contract of two years plus Annual repair & maintenance contract of one year which will be released to the contractor after the expiry of operation & maintenance contract.

General terms & conditions:-

1. Earnest money Rs.9,500/- in the shape of demand draft in favour of the Registrar, IISER Mohali, shall be deposited along with the tender which shall be retained as security deposit and shall be released on receipt of Bank Guarantee as stipulated under clause of this document. Offer without earnest money will be rejected. Conditional tender/tenders not on proper performance are liable to be rejected.
2. Performance Guarantee of an amount equivalent to 5% of annual contract charges for period of one year shall be submitted by the agency within 15 days from the issue of letter of intent which shall be valid for a period of 12 months and the same shall be released after the expiry of the contract.
3. The rates quoted for contract should be inclusive of All taxes, Octroi duties, VAT, ESI,EPF,ELDI etc. Income tax shall be deducted from the bill of contractor at source at the rate as applicable from time to time, in accordance with the instructions/rules applicable in this regard. The rate should be exclusive of service tax. The service tax will be paid extra as applicable.
4. The agency should pay to all the employee their wages as per prevailing DC rates on every 7th of the month & submit the monthly bill thereafter with following documents:
 - a) The agency shall submit proof of service tax deposit slip.
 - b) The agency shall submit the proof of ESI deposit slips with the concerned department along with the employee account numbers & amount deposited in each employees account.
5. Validity of rates should be 90 days from the date of opening of tenders.
6. No advance payment shall be made to the firm. The contractor shall submit monthly bills in the first week to the Engineer-in-Charge complete with all required documents.
7. The Competent Authority reserves the right to accept or reject any or all the tenders without assigning any reasons.
8. The contract agreement shall be valid for a period of one year which can be extended with mutual consent. The contract period can be increased or decreased as per the requirement.
9. The work shall be carried out as per CPWD specifications.
10. **Revocation of Security:**
IISER Mohali have absolute rights and power for revocation of the said bank guarantee, in case of any breach of any clause of this contract, without any prior notice and claim whatever on this account shall be entertained.

11. **Determination of quality of work/services:-**
The decision of Engineer-in-Charge with regard to determining quality of work/services done by the contractor, shall be final & acceptable to the contractor. The contractor shall therefore rectify the defects so pointed out without any extra payment. The Engineer-in-Charge shall also reserve the right to get the work services so rejected done/replacement at his own level at the risk and the cost of the contractor after giving him a notice in writing and the expenditure incurred on this account shall be recovered from the bills of the contractor or any other outstanding dues or by revocation of any or all parts of the security as he may find appropriate through proper reason.
12. **Identification:-**
For the proper identification of the employees of the contractor deployed at various points, the contractor shall make their own arrangement for issue of badges, identification cards and uniforms to each workman on duty as prescribed by the department at his cost and they shall be bound to display the identity cards at the time of duty, otherwise penalty of Rs.500/- per person per day will be deducted from monthly bill. The colour of the uniform shall be dark Navy blue trouser, Sky blue shirt and blue Turban separate for Electrician.
13. **Supervision Control:-**
The persons so deployed shall be under the control and supervision of the contractor. The contractor shall be responsible to prevent any unlawful act or disorderly conduct of his employees so deployed and for the preservation of peace and protection of persons and property of the Institute.
14. **Surprise Check:-**
The Engineer-in-Charge or his authorized representative shall carry out any surprise check on the working of the persons. The contractor is supposed to ensure that the required number of persons are deployed and that they are doing their duties properly. In case, any person deployed by the contractor does not come up to the mark or performs his duties properly or indulges in any unlawful act or disorderly conduct, the contractor shall take suitable action. In case of any complaint/defect pointed out by the Department, the contractor shall immediately replace the particular person so deployed at the earliest
15. **Relationship between the Employer & Staff:-**
The persons deployed by the contractor for the work shall be his employees for all intents and purposes and in no case, there shall be any relationship of employer and employee between the said persons and Institute, either implicitly or explicitly.
16. **Deficiency in service/Disobedience by staff:-**
In case of any deficiency in services the Engineer-in-Charge shall be at liberty to impose a penalty as it may be deemed to be fit. The decision of the Officer-in-Charge shall be final and binding to the contractor. The department shall have further right to adjust /readjust or deduct any of the amount as aforesaid from the payment to be made to the contractor under this contract or out of the security deposits of the contractor.
17. In the event of the firm committing breach of any of the terms & conditions herein contained and/or required to be observed and to be performed by the firm for the satisfactory and faithful performance of the contract, the Institute shall be at liberty to terminate this contract by giving one month's notice without assigning any reason and security shall be forfeited. The contract may be terminated in the event of occurrence of any of the following contingencies:-

- a) The contractor assigns the contract or any part thereof to any person for submitting the whole or a part of the contract.
- b) The contractor is declared insolvent by any court of law.
- c) The contractor is not interested to complete/continue the contract.
- d) The department is not interested to continue the contract at any stage for any reason. During the notice period of one month for termination of contract, the contractor shall continue to provide services as before till the expiry of notice period. It shall be the duty of the contractor to remove all the person deployed by him on termination of the contract on any grounds whatsoever and ensure that no person shall create any disproportional/hindrance/problem of any

nature to the Institute. All the disputes relating to this work shall be settled as per the Arbitration Act-1996 and place of jurisdiction shall be Mohali.

- 18. The contractor shall comply with the provisions of the Apprentices Act 1961 minimum wages Act 1984, Workmen's compensation Act 1923 contract labour (Regulation and Abolition) Act 1970, payment of wages Act 1938. Employers liability Act 1938, Maternity benefits Act 1961, and the Industrial disputes Act 1974 as applicable and rules and regulations issued there under and by the local Administration/Authorities from time to time as well as provisions of law applicable to workmen. Failure to do so shall amount to breach of 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. The contractor has to strictly follow the fair wage clause. The firm shall comply with all rules and regulations with regards to the labour laws, EPF, ESI, electricity rules for faithful execution of the contract.
- 19. The firm shall give an affidavit duly attested by the first class Magistrate that he/his workers shall not claim any benefit on account of the contract agreement. All the deals of the worker shall be between the contractor & his engaged worker.
- 20. The firm shall provide 24 hrs. operations without any interruption by means of experience manpower. Being an essential service firm shall provide manpower even on weekly off days/holidays/Sundays (No extra payment shall be made on this account) and the firm shall be responsible for smooth and trouble free running of the installed installation round the clock.
- 21. The firm shall arrange and maintain monthly duty roster and attendance register and to produce for inspection as and when asked for.
- 22. The contractor has to provide proper verification/affidavit of employed staff to the department.
- 23. Non availability of manpower/absenteeism at any location will attract a penalty as under:
Electrician/Wire man.300./- per day Helper 250/ per day. Under no circumstances, absence is permitted for the staff. In case the worker does not turn up for duty, then the available person in the shift will continue for such time, till his reliever resumes charge. In case of any mishap/accident any compensation that becomes due shall be liability of the agency. No living accommodations shall be provided by the IISER..
- 24. The Income Tax deduction shall be made at source by the department. The agencies shall ensure compliance of the provisions of Punjab Vat Act 2005 as extended to the Union Territory of Chandigarh. Presently no deductions for work contract tax at source are being made by the Institute from the payments made to the agencies, however, if such deductions are liable to be made under the provisions of the Act may arise during the tendency of the agreement, the same shall be recovered from the bill payable to the agency and the Institute shall restrict itself only to the extent of issuance of tax deductions at source (TDS) certificate only without any other financial liability.

25. The contract prices shall be firm during the entire period of contract. Any increase in the statutory wages by the Government should be envisaged in the quoted price. The Institute shall not in such event, pay any enhancements to the firm during the tenure of the contract.
26. **Insurance under Workmen's Compensation Act and other liabilities:-**
In the event of there being, any increase of workman's compensation insurance premium under any law or any additional or new liability under the labour laws being imposed on the firm after the date of submission of the tender. The additional expenditure incurred shall be borne by the firm and no claim shall be entertained by the Institute on any account. Every employee should be insured against any mishap/accidents. No living or other accommodations for store etc. shall be provided.
27. The contractor shall supply indemnity bond on non-judicial stamp paper that in case of any mishap he shall be responsible for the payment of all type of compensation to the labour as per provisions under the various acts such as workman compensation act etc. and the IISER, Mohali will have no accountability on this account.
28. General force majored clauses shall be applicable to this contract which includes only natural calamities.
29. The contractor will have to execute a contract agreement on prescribed performa worth Rs.50/- with Executive Engineer (IWD), who will represent the Principal Employee that is Director, IISER Mohali.
30. The minimum wages to the worker is to given by the agency contractor for this contract as per the DC rate as below:-
Lift Operator: DC rate + (12% of DC rate) + EPF (4.75% of DC rate) + ELDI of 1.61% of the DC rate)
31. The contractor should submit the following proof with monthly bill as per the provision of the Contract Labour (Regulation & Abolition) Act 1970 with their respective account wise.
 - I. EPF: Payable @ 12% each (total @24%) on account of the employer share and employee's share.
 - II. ESI: Payable @ 6.5% (total) i.e. 4.75% payable from the employer's side @ 1.75 to be contributed by the employee.
 - III. ELDI: Payable @ 1.61% of the total wages bill being paid to the contractor in a particular month. This is from the employer side only.
32. No claim will be entertained on account of ignorance of the site conditions.
33. The firm shall be responsible for providing the aforementioned services. It is clearly understood by the agency that the person employed by the firm shall be his or her employee only. The agency shall be liable to make payment to its said employees toward their monthly wages/salaries & other statutory due like EPF,ESI,Minimum wages and other dues etc.
34. Water and electricity will be provided free of cost to the contractor for the maintenance and operation of the system.
35. Contractor shall be abiding by the security arrangement/regulation of the building and other regulations in force.
36. Any material taken out from the building shall have necessary permission from the competent authority in the form the gate pass.
37. The contractor shall quote the rates of items including taxes etc. as given in the detail work which may be required from time to time for repairs/maintenance. Only standard approved makes may be quoted along with the quotations.

38. The contractor shall be responsible for his employee welfare. Statutory requirements as per rules, any labour or staff related problem/disputes will be the sole responsibility of the contractor and IISER Mohali will not be responsible in any way of the payment on the account of such problem/disputes. All the labour laws shall be compiled by the contractor and IISER Mohali will not be responsible in any way of the payment of the account.
39. Any contract person found incompetent/unsuitable or misbehaving or not complying with the instructions shall be replaced immediately under the instruction of the IISER Mohali authorized officer.

Liability of the contractor to indemnify:

The contractor shall keep the IISER Mohali indemnified against any loss caused to the IISER-Mohali property by way of theft, mishandling or otherwise and the claims whatsoever in respect of the employee's deployed by the contractor. Contractor shall be responsible for payment of any loss caused to the property of the IISER-Mohali. In case any employee of the contractor so deployed enters into dispute of any nature whatsoever, it will be the sole responsibility of the contractor concerned to contest the same. In case IISER-Mohali is also to be impaneled as a party, the cost, if any of the actual expenses incurred towards counsel fee and other expenses shall be paid to the IISER-Mohali by the contractor in advance or on demand. Further, the contractor shall ensure that no financial or any other legal liability comes on the IISER-Mohali in this respect at any time for the acts done by the personnel of the contractor.

Terms of payment:-

- a) The payment shall be made proportionally on monthly basis within week of submission of bill after rendering satisfactory services and duly certified by the IISER-Mohali Engineer-in-Charge.
- b) All taxes are included in the lump sum rates.
- c) Work satisfaction report from authorized officer shall accompany the bill.
- d) All other terms and conditions shall be as per agreement and approved by Director IISER-Mohali.
- e) The Director IISER-Mohali has right to terminate the contract by giving one month notice without citing any reason.

Eligibility criteria:

- I) Contractors /firms should have successfully completed during last 7 years ending last day of the month previous to the one in which the bidding are invited, either three similar works costing not less than 40% i.e. Rs.1,90,000/- or two similar works costing not less than 50% i.e. Rs.2,37,500/- and one similar work costing not less than 80% i.e. Rs.3,80,000/- of the estimated cost of the work out of which at least one should have been executed in Govt departments.
- II) Average annual financial turn over during the last 3 (three) years ending 31st March of the previous year should at least be 30% of the estimated cost of work.

How to apply:

- 1) The tender shall be received by the undersigned by 1500 hrs on 29.03.12 (29th March, 2012) and **Envelope No. 1 only containing application fee of Rs 563/-, earnest money, conditions and tender documents** shall be opened on the same day at 1530 hrs in the presence of tenderer or their authorized representative who may like to be present. No consideration will be given to a tender received after the above stipulated time and date . Eligibility related documents shall be evaluated for criteria stipulated as stipulated above and agencies/contractors will accordingly be qualified/disqualified by the competent Authority.

The **financial bid (Envelope No 2)** of qualified tenderer shall then be opened at notified time, date and place in presence of tenderer or their representative. The rates of each items must be quoted in figures and words.

- 2) Contractors who fulfill the following criteria shall be considered by IISER Mohali for opening of commercial bids.

Executive Engineer
IWD

BOQ

Name of work: Annual Operation & Maintenance Contract for CAF AC Plant at IISER-Mohali.

S.No.	Description	Qty	Unit	Rate(Rs)	Amount(Rs)
1.	Annual Operation & Maintenance Contract for CAF AC Plant at IISER, Mohali	12	Month		
	Service tax @ 10.3%				
	Total inclusive service tax				

(Contractor)