

PERCENTAGE RATE/ITEM RATE TENDER AND
CONTRACT

GENERAL CONDITIONS OF CONTRACT
(VOL-I)

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TENDER DOCUMENTS

(General Information)

Name of the work : SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF HVAC WORK AT LECTURE HALL BUILDING OF IISER, MOHALI (PB)

Employer : Director, IISER, Mohali.

Tender Issued to : _____

Estimated Cost : Rs. 68.10 lacs

Security Deposit : @ 5% of tendered value

Performance Guarantee : @ 5% of tendered value

Earnest Money : Rs. 1,36,200/-

Cost of tender : Rs 1000/- as the same will be downloaded from our website

Completion Period : 3 Months

Last date of Sale of tenders :

Date of submission : 15.09.11 up to 3.00 PM

Date of Opening of Tender : 15.09.11 at 3.30 PM
in the office of the Executive Engineer

Division : IWD

NOTICE INVITING TENDER

1. Sealed item rate/percentage rate tenders are invited on behalf of the Director, IISER Mohali from approved and eligible contractors of CPWD / Department Posts and Telecommunications / U.T. Administration / Chandigarh Housing Board / State PWD's for HVAC works OR OEM / OEM authorised representative for the work of

SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF HVAC WORK AT LECTURE HALL BUILDING OF IISER, MOHALI (PB)

The enlistment of the contractors should be valid on the last date of sale of tenders.

In case only the last date of sale of tender is extended, the enlistment of contractor should be valid on the original date of sale of tenders.

In case both the last date of receipt of application and sale of tenders are extended, the enlistment of contractor should be valid on either of the two dates i.e. original date of sale of tender or on the extended date of sale of tenders.

- 1.1. The work is estimated to cost **Rs. 68.10 lacs**. This estimate, however, is given merely as a rough guide.
- 1.1.1. The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the tenders. He will also nominate Division which will deal with all matters relating to the invitation of tenders. For composite tender, besides indicating the combined estimated cost put to tender, should clearly indicates the estimated cost of each component separately. The eligibility of tenderer will correspond to the combined estimated cost of different components put to tender.
- 1.2 Tenders will be issued to eligible contractors provided they produce definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:-

CRITERIA OF ELIGIBILITY FOR ISSUE OF TENDER DOCUMENTS**1.2.1 For works estimated to cost up to Rs. 15 Crore:-**

a Eligible contractors shall also submit at the time of request of purchase of Tender forms Proof of having enlistment in appropriate class with the deptts. as indicated above alongwith definite proof from appropriate authority, which shall be to the satisfaction of the Competent Authority of the Institute of having completed satisfactorily two similar works of each value not less than **60% of the estimated cost (Rs. 40.86 Cr) OR** one similar work of each value not less than **80% of the estimated cost (Rs. 54.48) (Similar works means S/I/T/C of involving Air-cooled packaged units of working capacity minimum 120 TR)** in Govt. / PSU sector during the last seven years ending last day of the month previous to the one in which the tenders are invited.

b Average annual financial turnover during the last three years ending 31 march of the previous year should be atleast 30% of the estimated cost of the work.

1.2.2 **To become eligible for issue of tender, the tenderer shall have to furnish an affidavit as under :-**

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

1.2.3 The OEM or OEM authorised representative should have authorization certificate from OEM clearly mentioning that the bidder is authorised to quote and provide maintenance for the installation.

1.2.4 The bidder should have local set up within Chandigarh / mohali / Panchkula to provide regular maintenance after installation.

2. Agreement shall be drawn with the successful tenderer on General Conditions of Contract for works which is available from the Engineer Incharge. Tenderers shall quote their rates as per various terms and conditions of the said form which will form part of the agreement.

3. The time allowed for carrying out the work will be **Three months** from the date of start 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.

4. The site for the work is available

OR

The site for the work shall be made available in parts as specified below:-

5. a) The last date of issue of applications -To be downloaded from website

The last date of sale of tender documents shall be-To be downloaded from website

b) Tender document consisting of plans, specifications, the schedule of quantities of the various classes of work 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 the-To be downloaded from website between hours of 11.00 AM & 4.00 PM from-To be downloaded from website _____ to _____ everyday except on Sundays and Public Holidays. Tenderer to submit along with the tender **Rs.1,000/-** in the shape of crossed Bank draft in the name of Registrar IISER Mohali as cost of tender form as the tender document will be downloaded from the IISER official web site.

6. (i) Tenders shall be accompanied with Earnest money of Rs. **1,36,200/-** in the shape of Deposit at Call receipt of a scheduled bank/ demand draft of a scheduled bank issued in favour of the Registrar IISER Payable at Mohali.

ii) The tender and the earnest money shall be placed in separate sealed envelopes, each marked "Tender" and "Earnest Money" respectively. Both the envelopes shall be submitted together in another sealed envelope with the name of work and due date of opening written on envelope, which will be received by the IWD Division upto 3.00 PM on 15.09.11 and will be opened by him or his authorized representative in his office on the same day at 3.30 PM. The envelop marked "Tender" of only those tenderers shall be opened, whose earnest money, placed in the other envelope, is found to be in order. No interest will be paid on the earnest money.

7. The contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of 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 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.
8. The description of the work is as follows:

SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF HVAC WORK AT LECTURE HALL BUILDING OF IISER, MOHALI (PB)

Copies of other drawing and documents pertaining to the works will be open for inspection by the tenderers at the office of above mentioned officer.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Institute and local conditions and other factors having a bearing on the execution of the work.

9. The competent authority on behalf of the Director, IISER Mohali 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 tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
11. The competent authority on behalf of Director, IISER Mohali reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
12. The contractor shall not be permitted to tender for works in the Institute's Engineering Department (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Executive Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any Group A & B officer in the Institute's Engineering Department. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Institute/debarring for further tendering in the Institute for at least 5 years.
13. No Engineer or other officers employed in Engineering or Administrative duties in Engineering Department of the Institute is allowed to work as a contractor for a period of one year after his retirement from Institute's service without the previous permission of the competent authority 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 the competent authority as aforesaid before submission of the tender or engagement in the contractor's service.
14. The tender for the works shall remain open for acceptance for a period of One hundred twenty (120) days from the date of opening of tenders/ One hundred twenty days from the date of opening of financial bid in case tenders are invited on 2/3 envelop system (strike out as the case may be) if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the 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 re-tendering process of the work.
15. This Notice inviting tender shall form a part of the contract document. The successful tenderer/ contractor, on an acceptance of his tender by the Accepting Authority, shall within 15 days from the stipulated date of start of the work sign the contract consisting of:
 - a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - b) Standard Form 7/8.

16. For Composite Tenders

16.1.1 The Engineer Incharge of the major component will call tenders for the composite work. The cost of tender document and Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite tender.

16.1.2 The tender document will include following three components:

Part A:- Form-6, Form-7/8 including schedule A to F for major component of the work, Standard General Conditions of Contract or latest edition as applicable with all amendments/modifications.

Part B:- General/specific conditions, specifications and schedule of quantities applicable to major component of the work.

Part C: Schedule A to F for minor component of the work. (Engineer in charge of major component shall also be competent authority under clause 2 and clause 5 as mentioned in schedule A to F for major components) General/specific conditions, specifications and schedule of quantities applicable to minor component(s) of the work.

16.1.3 The tenderer must associate with himself, agencies of the appropriate class eligible to tender for each of the minor component individually.

16.1.4 The eligible tenderers shall quote rates in terms of overall percentage above or below the total estimated amount put to tender must be filled both in figures and words on the last page of schedule of quantities. It will be obligatory on the part of the tenderer to sign the tender document for all the components (The schedule of quantities, conditions and special conditions etc.)

16.1.5 After acceptance of the tender by competent authority, the Engineer in charge of major component of the work shall issue letter of award on behalf of the Director. After the work is awarded, the main contractor will have to enter into one agreement with Engineer in charge of major component and has also to sign two or more copies of agreement depending upon number of Engineer Incharge of minor components. One such signed set of agreement shall be handed over to Engineer in charge of minor component. Engineer Incharge of major component will operate part A and part B of the agreement. Engineer in charge of minor component(s) shall operate Part C along with Part A of the agreement.

16.1.6 Entire work under the scope of composite tender including major and all minor components shall be executed under one agreement.

16.1.7 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works. The Earnest Money will become part of the security deposit of the major components of work.

16.1.8 The main contractor has to associate agency(s) for minor component(s) conforming to eligibility criteria as defined in the tender document and has to submit detail of such agency(s) to Engineer-in-charge of minor component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-charge of minor component(s).

- 16.1.9 In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-charge of minor component. The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.
- 16.1.10 The main contractor has to enter into agreement with the contractor(s) associated by him for execution of minor component(s). Copy of such agreement shall be submitted to Hospital Engineer in charge of each minor component as well as to Engineer in charge of major component. In case of change of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him.
- 16.1.11 Running payment for the major component shall be made by Engineer Incharge of major discipline to the main contractor. Running payment for minor components shall be made by the Engineer-incharge of the discipline of minor component directly to the main contractor.
- 16.1.12 Final bill of whole work shall be finalized and paid by the Engineer Incharge of major component. Engineer(s) in charge of minor component(s) will prepare and pass the final bill for their component of work and pass on the same to the Engineer Incharge of major component for including in the final bill for composite contract.

16.1.12 It will be obligatory on the part of the tenderer to sign the tender document for all the components before the first payment is released.

17. 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.
18. 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, 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.
19. Each tenderer shall submit only one tender; either by him or as partners in a joint venture. A tenderer who submits or participates in more than one tender will be disqualified.
20. Unless otherwise stated, the contract shall be for the whole work as described in the "Schedule of items 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 issuance of certificate of completion as issued by the Engineer-in-Charge shall be mandatory and will be conclusive proof of completion of work.

21. Interpretations, corrections and changes to the Tenders Documents shall be made by Addendum, if required.
22. Each Tenderer shall ascertain prior to submitting his Tender that he has received all Addenda issued and he shall so acknowledge their receipt in his Tender.
23. Following documents shall accompany the tenders:
 - i) Demand draft/Deposit at call receipt from a Scheduled Bank towards earnest money.
 - ii) Partnership deed or Registration Certificate of the Firm or Company as the case may be.
 - iii) Power of Attorney
24. The provisions in the Tender documents shall govern over the contents of the above paragraphs if in contradiction or variation.
25. The contractor shall comply with the provisions of prevalent ESI Act.

Tender Form 7/8**Percentage Rate Tender/Item Rate Tender & Contract For Works**

Tender for the work **SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF HVAC WORK AT LECTURE HALL BUILDING OF IISER, MOHALI (PB)**

- (i) To be submitted by 15.00 hours on 15.09.11 to
- (ii) To be opened in the presence of tenderers who may be present at 15.30 hours on 15.09.11 in the office of the Executive Engineer, IWD

_____.

Issued to : _____

Signature of officer issuing the documents _____

Designation _____

Date of issue _____

TENDER

I/we have read and examined the notice inviting tender, schedule A,B,C,D,E & F specifications applicable, Drawings and Designs, General Rules and Directions, conditions of Contract, clauses of contract, special conditions, schedule of rate and other documents and rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/we hereby tender for the execution of the work specified for the Institute within the time specified in schedule 'F' viz. schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of general rules and Directions and in Clause 11 of the conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

I/we agree to keep the tender open for 120 days from the due date of its opening / 120 days from the date of opening of financial bid in case tenders are invited on 2/3 envelop system (strike out as the case may be) and not to make any modifications in its terms and conditions.

A sum of **Rs. 1,36,200/-** is hereby forwarded in the shape of deposit at call receipt of a scheduled bank/ demand draft of a scheduled bank in favour of the Director, IISER payable at Mohali as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the said the Director, IISER or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that Director, IISER or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the

said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I/We agree that in case of forfeiture of Earnest Money & Performance Guarantee as aforesaid. I/We shall be debarred for participation in the re-tendering process of the work.

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

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

Dated:-	Signature of Contractor
	Postal Address:
Witness:	
Address:	Telephone No.:
	Fax No.:
Occupation:	E-Mail.:

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Institute for a sum of Rs. _____

The letters referred to below shall form part of this contract agreement:

- i) _____
- ii) _____
- iii) _____

Dated _____

4.0	General Rules And Directions
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General Rules & Directions

1. All works proposed for execution of contract will be notified in a form of invitation to tender pasted in public places and signed by the officer inviting tender or by publication in News papers as the case may be.

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

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
3. Receipts for payment on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.

Application for item Rate Tender only (Form- 8)

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

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

**Applicable
for
Percentage
Rate Tender
only
(Form- 7)**

- 4 A. In case of Percentage Rate Tenders, tenderer shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, he will be willing to execute the work. The tenders submitted shall be treated as invalid if:
- (i) The contractor does not quote percentage above/below on the total amount of tender or any section/sub head of the tender.
 - (ii) The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender.
 - (iii) The percentage quoted above/below is different in figures & words on the total amount of tender or any section/sub head of the tender:-

Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

- 4B. In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.

In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.

If the revised tendered amount of two or more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Engineer-in-charge of major & minor component(s) (also Director, IISER in case Horticulture work is also included in the tender).

In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor.

Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.

5. The officer inviting tender or his duly authorised assistant, will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications

and other documents mentioned in Rule-I. In the event of a tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest.

6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting tender and the contractors shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorised Cashier.
8. The memorandum of work tendered for and the schedule of materials to be supplied by the department and their issue-rates, shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
9. The tenderer shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. The unsuccessful tenderer shall return all the drawings given to them.
- 9A. Use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.

**Applicable
for Item
Rate Tender
only
(Form- 8)**

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

**Applicable
for
Percentage
Rate Tender
only (Form-
7)**

- 10A. In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy.

11. In the case of any tender where unit rate of any item/items appear unrealistic, such tenders will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.

**Applicable
for Item
Rate Tender
only
(Form- 8)**

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

**Applicable
for
Percentage
Rate Tender
only
(Form- 7)**

- 12A. In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the words 'Rs' should be written before the figures of rupees and word P after the decimal figures, e.g. 'Rs. 2.15P' and in case of words, the word 'Rupees' should precede and the word 'Paise' should be written at the end.

- 13.(i) The Contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of Deposit at call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.

- (ii) The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 5% of the tendered value of the work. The Security deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money deposited at the time of tenders, will be treated as a part of the Security Deposit. The Security amount will also be accepted in the shape of Government Securities. Fixed Deposit Receipt of a Scheduled Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.

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

15. Sales-tax / VAT (Except Service Tax), purchase tax, turnover tax or any other tax on material in respect of this contract shall be payable by the Contractor and the Institute will not entertain any claim whatsoever in respect of the same. However, in respect of service tax, same shall be paid by the contractor to the concerned deptt. on demand and it will be reimbursed to him by the Engineer-in-charge after satisfying that it has been actually and genuinely paid by the contractor.
16. The contractor shall give a list of any group A,B,C&D employees in IISER related to him.
17. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
18. The tender for composite work includes in addition to building work all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and path etc. The tenderer apart from being a registered contractor (B & R) of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture work in a composite tender subject to the approval of the institute.
19. The contractor shall submit list of works which are in hand (Progress) in the following form:-

Name of work	Name and particulars of divn. Where work is being executed	Value of work	Position of works in progress	Remarks
1	2	3	4	5

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

21. Procedure for submission of Tenders:

The following procedure shall be adopted for submission and opening of tenders. The sealed envelopes shall be submitted as follows:

- Part-I – EMD.
 - Part II – Technical cum Commercial Bid
 - Part III – Price Bid
- a) The tender shall be submitted duly completed in three separate sealed envelopes containing Part-I EMD, Part-II Technical and Commercial Bid, and the other for Part-III Price Bid. All these bids shall be submitted together on or before the due date and time. The name of the work “EMD”/”Technical-cum-Commercial Bid only” / “Price Bid only” shall clearly be super scribed on the top of the respective sealed envelopes. All of these envelopes shall be put in the one big envelope with name of work details.
- b) First Envelop- The name of work and with Part-‘I’ “Earnest Money Deposit” should be written on the top of the sealed cover. This shall be opened first. If EMD is found to be in order, other envelopes shall be considered for opening else the tender shall be rejected.
- c) Second Envelop – The name of work and the words “Part-II-Technical-cum-Commercial Bid” should be written on the top of the sealed cover. It shall be submitted complete with the following documents: -
- i) Complete tender documents (Part-II) in original, as purchased from CPWD including the schedule of work (without indicating the prices) duly signed for acceptance of all terms and conditions
 - ii) Deviation, if any from NIT specifications should be clearly brought out.
 - iii) Complete technical particulars of all equipments & materials as per proforma.
 - iv) Technical literature and catalogues of all equipments, performance curves of pumps etc.
 - v) Confirmation that existing space available is adequate for installation of equipments being offered by the tenderer.
- d) Third Envelop – The name of work and the word Part-III – “Price Bid” should be written on the top of the sealed cover. The envelope should contain price bid offer only. The tenderers should fill up their rates in the price bid (Part-III of tender) in the format, issued by the department. The rates/ amount in this schedule should be filled up in figures as well as in words. Tenders in which the price bids are given in any other format, are liable to be rejected. The abstract of cost will also be required to be filled in. In the price bid, there shall be no condition whatsoever. Firms should clearly note that price bids with any condition including that of conditional rebates shall be rejected forthwith.
- e) The tenderers are advised not to deviate from the technical specifications/ items, commercial terms & conditions of NIT like terms of payment, guarantee, arbitration clause, escalation etc.

The EMD envelop followed by technical cum commercial bid only, shall be opened first on the due date and time, as specified in form CPWD-6, in the presence of tenderers or their authorized representatives who wish to remain present.

Scrutiny/ evaluation of the Technical-cum-commercial bid shall be done by the department in consultation with any agency as deemed necessary. In case it is found that the technical-cum-commercial bid of a tenderer is not in line with NIT specifications, requirements and/ or contains many deviations, the department reserves the right to reject the technical bid of such firm(s) without making any reference to the tenderer(s).

Necessary clarifications required by the department shall have to be furnished by the tenderer within the time given by the department for the same. The tenderer will have to depute his representative to discuss with the officer(s) of the department as and when so desired. In case, in the opinion of the department a tenderer is taking undue long time in furnishing the desired clarifications, his bid will be rejected without making any reference.

After obtaining clarifications from all the tenderers, the department may modify the Technical & Commercial Conditions/ Specifications, if required, and will intimate the tenderers whose Technical-cum-Commercial bids are acceptable. The date and time of opening Price-Bid will be intimated in advance. In case tenderer want to modify the price bid he can submit the same before opening of the price bid as intimated by Executive Engineer (El.). This however, may be allowed only if there is any change in specifications/ items by the department during the technical scrutiny of the tender.

A tender will not be allowed to withdraw or modify any condition at a time after the technical bids have been accepted and the decision to open the price bid has been taken by the department.

The Part-III of the tender i.e. Price bid, (third envelope) along with revised price bid if any (if desired & allowed by the Department) will be opened by the Executive Engineer (E) in the presence of the representatives of the tenderers who wish to be present on the due date and time of opening of price bid.

The work to be awarded by this tender shall be treated as indivisible works contract.

22. **Tenderers to study entire tender document carefully**

- a) Submission of a tender by a tenderer implies that he has read all the stipulations contained in this booklet and all other contract documents and has acquainted himself of the nature, site conditions scope and specifications of the works to be executed and of conditions and rates at which stores will be issued to him by the IISER. The contractor shall also be deemed to have acquainted himself will local conditions and other factors which have a bearing on the execution of the works.
- b) Before submitting the tender for the work of Supply, installation, testing & commissioning of HVAC work at Lecture Hall Building of IISER Mohali, the tenderer should thoroughly examine the existing conditions of site and proposed route of ring main for external and internal pipe work. He should also see the existing buildings, where fire fighting equipments/system shall be provided.
- c) After award of the work contractor has to prepare and submit the shop drawings (only for air-conditioning / fabrication work) for approval of the Engineer-in-charge.
- d) No claim will be entertained on account of ignorance of site conditions.

23. Every tender shall be written in the English language. All other information such as documents and drawings supplied by the tenderer will also be in the English language only. Drawings and designs shall be dimensioned according to the metric system of measurements. Tenders shall be forwarded under cover or a letter typewritten on the tenderer's letterhead and duly signed by the tenderer. Signature must be in long hand executed in ink by a duly authorized principal of the tendering firm. No oral, telegraphic or telephonic tenders or subsequent modifications there to shall be entertained.
24. The tenderer shall sign at the bottom right hand corner of every page of the tender documents in taken of acceptance of tender conditions and for the purpose of identification. Tenders containing erasures and alterations of the tender documents are liable to the rejected unless these are authenticated by the person signing the Tender Documents.
25. Tenders which do not full fill all or any of the conditions laid down in this notice, or contain conditions not covered and/or not contemplated by the General Conditions of contract and / or expressly prohibited therein or stipulated addition/alternative conditions shall be liable to be rejected.
26. The tenderer shall not be entitled to claim any costs, charges, expenses in connection with preparation and submission and subsequent clarification of his tender in the event of withdrawal of the invitation of tenders by the Institute.
27. The institute reserves the right to revise or amend the tender documents prior to the date notified for opening of the tenders and also the right to postpone the date of presentation and opening of tenders without assigning any reason, whatsoever.
28. The Director IISER, Mohali shall be referred as "Institute" in all the documents of Notice Inviting Tender/Contract Agreement.
29. Wherever the word 'Engineer-in –charge occurs it shall mean Executive Engineer of IISER Mohali.

CONDITIONS OF CONTRACT

- Definitions:**
1. The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between competent authority on behalf of the Director, IISER and the contractor, together with the document referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
 2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-
 - 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 **Institute** means the Director, IISER and his successors.
 - v) The **Engineer-in-charge** means the Executive Engineer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the Director, IISER Mohali mentioned in schedule 'F' hereunder.
 - vi) **Institute** shall mean the Director IISER, Mohali.
 - vii) **Administration** shall mean the administration of the GMADA Mohali.
 - viii) **Local authority** shall mean the municipal corporation of Mohali and shall also deemed to include any other body or department of the administration.
 - ix) **Accepting Authority** shall mean the authority mentioned in Schedule 'F'.

- x) **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 Institute damages from aircraft, act 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 the Institute of part of the works in respect of which a certificate of completion has been issued or a cause solely due to the Institute's faulty design of works.
- xi) **Market Rate** shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.
- xii) **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 Institute mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.
- xiii) **Department** means Director, IISER or any Division of IISER which invites tenders on behalf of Institute as specified in the Schedule 'F'.
- xiv) **Tendered value** means the value of the entire work as stipulated in the letter of award.
- xv) **Date of commencement of work:** The date of commencement of work shall be the date of start as specified in schedule 'F' 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 documents.

Scope And

3. Where the context so requires, words imparting the singular only **Performance** also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into considerations in the interpretation or construction thereof or of the contract.
5. 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.

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.

- Works to be Carried out:** 6. 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 (Schedule-A) 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 recognised principles.
- Sufficiency of Tender** 7. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
- Discrepancies and Adjustment of Errors** 8. 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 Condition.
- 8.1 In the case of discrepancy between the schedule of Quantities, the Specifications and/or the Drawings the following order of preference shall be observed:-
- i) Description of Schedule of Quantities.
 - ii) Particular Specification and Special Conditions, if any,
 - iii) Drawings
 - iv) C.P.W.D. Specifications
 - v) Indian Standard Specifications of B.I.S.
- 8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intentions of the document and his decision shall be final and binding on the contractor.
- 8.3 Any error in description, quantity or rate in schedule of Quantities or any omission there from shall not vitiate the contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

Signing of Contract

9. The successful tenderer/ contractor on acceptance of his tender by the Accepting authority, shall within 15 days from the stipulated date of start of the work sign the contract consisting of:-
 - i) The notice inviting tender, all the documents including drawings, if any forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - ii) Standard form as mentioned in Schedule 'F' consisting of:
 - a) Various standard clauses with corrections upto the date stipulated in Schedule 'F' along with annexure thereto.
 - b) Safety Code.
 - c) Model Rules for the protection of health, sanitary arrangements for workers employed by the contractor.
 - d) Contractor's Labour Regulations.
 - e) List of Acts and omissions for which fines can be imposed.
 - iii) No payment for the work done will be made unless contract is signed by the contractor.

6.0	PROFORMA OF SCHEDULE A TO F
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SCHEDULE 'A'

Schedule of quantities enclosed at page no. 55 of DNIT Vol-II

SCHEDULE 'B'

Schedule of material to be issued to the contractor

Sr. No.	Description of item	Quantity	Rate in figure and words at which the material will be charged to the contractor.	Place of Issue.
-----Nil-----				

SCHEDULE 'C'

Tools and plants to be hired to the contractor.

Sr. No.	Description	Hire charges per day	Place of issue
-----Nil-----			

SCHEDULE 'D'

Extra schedule for specific requirements/ documents for the work if any.

- 1. CLAUSES OF CONTRACT AGREEMENT OF CPWD AS AMMEDED FROM TIME TO TIME.**
- 2. DNIT SPECIFICATIONS.**
- 3. CPWD SPECIFICATIONS AS AMMEDED FROM TIME TO TIME.**
- 4. ARCHITECTURAL DRAWINGS**

SCHEDULE 'E'

Reference to General Conditions of contract.

Name of Work : **SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF HVAC WORK AT LECTURE HALL BUILDING OF IISER, MOHALI (PB)**

Estimated cost of work : **Rs. 68.10 lacs**

(i) Earnest Money : **Rs. 1,36,200/-**

(ii) Performance Guarantee : **5% of tendered value**

(iii) Security Deposit : **5% of tendered value**

SCHEDULE 'F'

REFERENCE TO GENERAL CONDITION OF CONTRACT

GENERAL RULES & DIRECTIONS

Officer inviting tender
EE/EO IISER, Mohali

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

See below

Definitions:

2 (v)	Engineer- in- charge	Executive Engineer, IISER, Mohali.
2 (viii)	Accepting Authority	<u>Director IISER.</u>
2 (x)	Percentage on cost of material and labour to cover all overheads and profits	15%
2 (xi)	Standard Schedule of Rates	Prevailing market rates.
2 (xii)	Department	IISER Mohali
9 (ii)	Standard contract Form	General Conditions of Contract of CPWD
Clause 1		
(i)	Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance	15 days
(ii)	Maximum allowable extension beyond the period provided in (i) above	7 days
Clause 2		
	Authority for fixing compensation under clause-2	Director IISER, Mohali.
Clause 2A	Whether Clause 2A shall be applicable	Yes / No

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start

7 days

Mile stone(S) as per table given below:-

S.No.	Description of Milestone (Physical)	Time allowed in days (from date of start)	Amount to be withheld in case of non achievement of milestone
1.	20% of tendered cost	1/4 th of the total time	In event of not achieving the necessary progress as assured from running payment, 1% of tendered value of work will be withheld for failures of each milestone.
2.	50% of tendered cost	1/2 th of the total time	
3.	80% of tendered cost	3/4 th of the total time	
4.	100% of tendered cost	Total time	

Time allowed for execution of work, Three Months

Authority to decide:

- (i) Extension of time : Executive Engineer / Director IISER, Mohali (As applicable)
- (ii) Rescheduling of mile stones : Director IISER, Mohali

Clause 6, 6A Clause applicable - (6 or 6A)

6A

Clause 7 Gross work to be done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment

Rs. 25.00 lacs

Clause 10A

List of testing equipment to be provided by the contractor at site lab

1	2	3
4	5	6

Clause 10B(ii)

Whether Clause 10 B (ii) shall be applicable No

Clause 10C

Component of labour expressed as percent of value of work = 25 %

Clause 10CA

S.No.	Material covered under this clause	Nearest Materials (other than cement, reinforcement bars and the structural steel) for which All India Wholesale Price Index to be followed	*Base Price of all Materials covered under clause 10 CA issued vide no. CE(NZ-1)/ SE(P)IV/ 10CA/ 2247 dated 06.08.2010.
1.	Cement	-----NOT APPLICABLE-----	
2.	Reinforcement bars (Primary producers only)		

* Base price of all the materials covered under clause 10 CA is to be mentioned at the time of approval of NIT.

Clause 10CC

-----NOT APPLICABLE-----

Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column months

Schedule of component of other Materials, Labour, POL etc. for price escalation

Component of civil (except materials covered under clause 10CA) /Electrical construction Materials expressed as percent of total value of work. - Xm Nil %

Component of Labour - expressed as percent of total value of work. Y Nil .%

Component of P.O.L. - expressed as percent of total value of work. Z Nil %

Clause 11

Specifications be followed for execution of work. i) NIT Specifications.
 ii) CPWD specifications with upto date amendments
 iii) Bureau of Indian Standards wherever no such specifications exists in S.No. i) & ii).

**Clauses 12
 12.2 & 12.3**

Deviation limit beyond which clause 12.2 & 12.3 shall apply for building work **30%**

12.5

Deviation limit beyond which clause 12.2 & 12.3 shall apply for foundation work **100%**

Clause 16

Competent authority for deciding reduced rates Director, IISER, Mohali.

Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site:-

- | | | |
|---------|--------|--------|
| 1 | 2..... | 3..... |
| 4 | 5..... | 6..... |
| 7 | 8..... | 9..... |

**Clause
 36 (i)**

Requirement of Technical Representative(s) and recovery Rate

S.No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical Representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1	Graduate Engineer	Mech.	Technical Representative	NIL	1	Rs. 10,000/- P/month	Rs. Ten thousand only P/month
	OR Diploma Holder	Mech.	Technical Representative	5 years	1	Rs. 10,000/- P/month	Rs. Ten thousand only P/month

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers

Clause 42

(i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates

(ii) Variations permissible on theoretical quantities:

(a) Cement

For works with estimated cost put to tender not more than Rs. 5 lakh.

-----NOT APPLICABLE-----

For works with estimated cost put to tender more than Rs.5 lakh.

(iii) Bitumen for all works

(iv) Steel reinforcement and structural steel sections for each diameter, section and category

(v) All other materials

Recovery rates for quantities beyond permissible variation

Sr. No.	Description of Item	Rates in figures and words at which recovery shall be made from the contractor	
		Excess beyond permissible variation	Less use beyond the permissible variation.
1.	Cement	-----NOT APPLICABLE-----	
2.	Steel reinforcement	-----NOT APPLICABLE-----	

COMMERCIAL AND ADDITIONAL CONDITIONS

1.0 General

This specification covers manufacture, testing as may be necessary before dispatch, delivery at site, all preparatory work, assembly and installation, final testing commissioning, i/c one year guarantee period for the following work:-

C/o IISER Mohali. SH: SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF HVAC WORK AT LECTURE HALL BUILDING OF IISER, MOHALI (PB)

2.0 The work shall be executed as per General specifications for HVAC works relevant IE rules, relevant IS and as per directions of Engineer-In-Charge. These additional specifications & conditions are to be read in conjunction with above and in case of variations; specifications given in the Additional specifications and conditions shall apply. However, nothing extra shall be paid on account of these as the same are to be read along with schedule of quantities for the work.

3.0 Guarantee:

All equipments shall be guaranteed for a period of 12 months from the date of completion of work (final testing) or 18 months from date of actual supply of equipment at site whichever is earlier. Acceptance and taking over of the installation by the Department against unsatisfactory performance and / or breakdown due to defective design, material, manufacture, workmanship or installation. The equipment or component or any part thereof so found defective during the guarantee period shall be repaired or replaced free of cost to the satisfaction of the Engineer-in-Charge. In case it is felt by the department that undue delay is being caused by the contractor in doing this, the same will be got done by the department at the risk & cost of the contractor. The decision of Engineer-in-Charge in this regard shall be final.

5.0 Payment Terms

The following percentage of contract rates shall be payable against the stages of work shown herein.

	STAGE OF WORK	MACHINERY & EQUIPMENT	ALL OTHER ITEMS
1	After initial inspection (Wherever specified) & delivery at site in good condition on prorata basis	60%	50%
2	On completion of pro-rata installation	15%	30%
3	On commissioning and completion of successful running in period	15%	10%
4	On completion of major seasonal test	10%	10%

6.0 Completion period

The completion period of 3 months indicated in the tender documents is for the entire work of planning, designing, supplying, installation, testing, commissioning and handing over the entire system to the satisfaction of the Engineer-in-charge.

7.0 Power supply, Water supply and Drainage

Power supply, Water supply shall be made available to the contractor by the department free of cost at only one point for installation. Drain trap in plant room shall be provided by department However contractor shall connect the drain pipe valve etc from equipment to drain trap.

8.0 Data Manual and Drawings to be furnished by the tenderer:

8.1 With Tender: The tenderer shall furnish along with the tender, detailed technical literature, pamphlets and performance data for appraisal and evaluation of the offer.

8.2 After award of work

The successful tenderer would be required to submit the drawing within 15 days of work for approval before commencement of installation.

8.3 The successful tenderer should furnish well in advance three copies of detailed Instructions and manuals of manufacturers for all items of equipment regarding installation, adjustments operations and maintenance i/c preventive maintenance & trouble shooting together with all the relevant data sheets, spare parts catalogue and workshop procedure for repairs, assembly and adjustment etc. all in triplicate.

9.0 Extent of work

9.1 The work shall comprise of entire labour including supervision and all materials necessary to make a complete installation such tests and adjustments and commissioning as may be required by department. The term complete Installation shall not only mean major items of the plant and equipments covered by specifications but all incidental sundry components necessary to complete execution and satisfactory performance of installation with all layout charts whether or not those have been mentioned in detail in the Tender document in connection with this contract.

9.2 Minor building works necessary for installation of equipment, foundation, making of opening in floors and restoring to their original condition, finish the necessary grouting etc. as required

9.3 The work is turnkey project. Any item required for completion of project but left inadvertently shall be executed with-in the quoted rates.

10.0 Inspection and Testing:

Initial inspection at works and final inspection and testing at site shall be carried out as per chapter 17 of CPWD General Specification for HVAC works 2004 as amended to date.

11.0 Compliance with Regulations & Indian standards, Indemnity & Insurance

11.1 All work shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian standards

12.0 Insurance and Storage:

All consignments are to be duly insured upto the destination from warehouse to warehouse at the cost of contractor. The insurance covers shall be valid till the equipments handed over duly installed, tested and commissioned.

13.0 Verification of correctness of Equipment at Destination:

The contractor shall have to produce all the relevant records to certify that the genuine equipment from the manufacturers has been supplied and erected.