

1. **Detail of location and scope of works**

S.No.	Location	Work to be carried out
a.	IISER, Sector-81, Mohali	<p>Operation of Sub Stations & Pump houses as per terms and conditions enclosed.</p> <p>Application fee (Rs 563/- non refundable, favouring Registrar, IISER Mohali, payable at Chandigarh.</p> <p>Estimated cost Rs 14,90,000/- (including service tax of 10.3%).</p> <p>EMD Rs.30,000- Favouring Registrar, IISER Mohali and payable at Chandigarh .</p> <p>Tenders to be given in two Envelopes.</p> <p>Last date 31/10/11 upto 1500 hrs.</p>

2. **Deployment of man power at site.**

Agency will be responsible for operations and running of the system round the clock (24x7) w/o interruption even on Sundays, Holidays, Weekly off days by deploying appropriate number of staff to meet the requirement of work/terms and conditions of the work. Nothing extra will be paid on this account. However minimum staff deployed to be as under:

3. **For Sub-station 5/6:-**

Shifts	Timing	Staff
Shift 1	9.00 hrs to 17.00 hrs	Electrician-1
Shift 2	17.00 hrs to 02.00 hrs	Electrician-1
Shift 3	02.00 hrs to 09.00 hrs	Electrician-1

For Pump house 1&2:-

Shifts	Timing	Staff
Shift 1	9.00 hrs to 17.00 hrs	Electrician-1
Shift 2	17.00 hrs to 02.00 hrs	Electrician-1
Shift 3	02.00 hrs to 09.00 hrs	Electrician-1

One nos. helper in General shifts for Sub station 5&6 and one for Pump house 1&2 for cleaning of the substation & Pump house, filling of Diesel in Tanks and all other allied jobs.

4. **Qualification of Staff**

Electrician- Matric with ITI (Electrician trade) having two years experience in same field.
Helper- Matric with two years of experience in the line

5. **T&P**

T and P complete with spanner set, Goti set, Goti set clip on meter (AVO) ,Megger 500V, screw driver etc.
Emergency lights, electrician tool kit etc. as required should be available at site at all the time.
Nothing extra will be paid on this account.

6. **Scope of work:**

- a) To register complaints in the complaint register as required.
- b) To attend complaints on prompt basis
- c) Proper operation of Sub stations Including transformers
- d) To ensure proper cleaning of MDB's, DB's, Fans, Luminaries etc. in the area.
- e) To maintain register of store consumption on daily basis.
- f) To maintain proper complaint register and duty roster.
- g) To submit monthly report showing waste and material consumed.
- h) In case of any major fault AE I/C should be informed at the same time.
- i) Firm shall arrange and maintain Log Books for DG sets and sub-stations and get them issued from the dept. Duty rosters shall be made for each month, breakdowns shall be recorded in registers.
- j) Attendant shall be available round the clock, No Attendant will leave the station till next person arrives, overtime/reliever shall be on part of agency. Duties shall be made on Holidays and Sundays also, nothing extra shall be paid for this account.
- k) Firm shall keep the system properly cleaned and working order.
- l) Attendant will manage Tripping/Changeovers/switching of system as required to maintain the electrical supply.
- m) Parameters of sub-station and DG set to be recorded at regular intervals as detailed and available at site.
- n) All breakdowns/tripping etc to be recorded in log books.
- o) Firm responsible for watch and ward of equipment.
- p) Tools such as spanner set, socket set, plier, tester, screw drivers, allenkeys, vacuum cleaner, torch, First Aid box, safety gloves etc. shall be provided by the agency. In case of mishap/accident any compensation that become due shall be liability of the agency.
- q) Firm shall supervise the staff for their rosters making their regularity and discipline.
- r) Agency shall produce three copies of monthly bills along with photocopy of attendance, roaster, detail of payment made to staff and payment details of ESI, EPF, ELDI and Service Tax Deposited for Reimbursement.

7. **Material**

- a) Agency will provide all maintenance items like insulation tape, nut bolts, screws etc. as required. Nothing extra will be paid on this account.
- b) Complaints slip should be signed by the complainer after satisfactory work done will be responsibility of the agency.

c) Agency will be fully responsible of surveillance watch and ward of the equipment system in their charge round the clock.

d) Any time to addition/alteration executed at site in the system will be apart of the system for operation and running of the system. Nothing extra will be paid on this account.

General terms & conditions:-

1. Earnest money Rs 30,000/- 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 performare 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 Pump Operator & 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 comes 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 deem 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 1948, 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 Employe 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 statuary 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% or two similar works costing not less than 60% and one similar work costing not less than 80% 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 31/10/11 (31 st of October 2011) 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: Operation of 2 nos. Substations & 2 nos. Pumps installed at IISER, Mohali.

S.No.	Description	Qty	Unit	Rate(Rs)	Amount(Rs)
1.	Operation of 2 Nos. Substations and 2 Nos. Pumps on job basis installed at IISER, Mohali as per the terms & condition enclosed.	12	Month		
	Service tax @ 10.3%				
	Total inclusive service tax				

Contractor