

SECTION– 1**GENERAL INSTRUCTIONS TO TENDERERS**

1. Bidding will be carried out under single stage one envelopes (Technical). **Technical bid** should contain tender specification as a whole, furnishing all the details and other required documents as mentioned in Annexure-C & F, shall be duly signed by bidder along with RFP document cost in form of Demand Draft in favour of Managing Director, BUIDCo payable at Patna & EMD as per clause 10 of this section.
2. The tender shall address to: OFFICER INVITING TENDER AS INDICATED IN THE TENDER NOTICE.
3. Tenders shall be opened at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorized representatives who may be present.
4. The tenderers shall closely peruse all the clauses, specifications and drawings indicated in the tender documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies / omission in the Drawings of the tender documents issued are incomplete or shall require clarification on any of the technical aspect. Scope of work etc., he shall at once contact the authorised person as mentioned in NIT for clarification before the submission of the tender.
5. Before tendering, the tenderers are advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on ground of lack of knowledge.
6. Tenderer must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the Tender Specification. Each and every page of the Tender Specification must be SIGNED, STAMPED AND SUBMITTED Along with THE OFFER BY the Tenderer in token of complete acceptance thereof. The information furnished shall be complete by itself.
7. All entries in the tender shall either be typed or he written in ink. Erasers and over writing are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.
8. **QUALIFICATION OF TENDERERS :**

Only Tenderers who have previous experience in the work of this nature and description detailed in this tender specification are expected to quote for this work offers from tenderers who do not have proven and established experience in the field are not likely to be considered
9. **DATA TO BE ENCLOSED :**

Full information shall be given by the tenderer in respect of the following. Non submission of these information may lead to rejection of the offer.

9.1 PREVIOUS EXPERIENCE :

A statement giving particulars (duly supported by documentary evidence) of the various service rendered in progress for each similar works by the tenderer indicating the particulars and value of each work, the site location, the duration, date of completion etc.

The organization pattern that are totally available with him and that will be employed by the tenderer for this or in the form of month wise and category wise deployment plan duly indicating the number of Engineers, Supervisors, skilled and unskilled workers etc.

- 9.2** An attested copy of the power of Attorney, in case the tender is signed by an individual other than the sole Proprietor shall also be attached.
- 9.3** A list of tools and tackles (including cranes, tractor trailers, winches, derricks, welding sets etc, wherever applicable) that the tenderer is having and those that will be deployed on this job.

NOTE : In terms of clauses above all the date required to be enclosed with the tender need to be furnished neatly typed, signed and stamped.(in the form of separate sheets) failing which the tender may be considered as incomplete and is liable for rejection. Documentary proofs wherever necessary also need to be enclosed.

10 EARNEST MONEY DEPOSIT (BID SECURITY):

- 10.1** The Bidder shall furnish, as part of his Bid, a Bid security of amount Rs. 25,0000. This bid security shall be in favour of Executive Engineer.
- a) Fixed deposit receipt of a Schedule bank, Fixed deposit receipt should be Valid for six months after last date of receipt of tender and shall be pledged in favor of the department.
 - b) Unconditional bank guarantee from any scheduled Indian bank issued within the state in the format given in Annexure-G (If issued from any bank outside state will be converted to any bank within the state before executing the agreement).
 - c) Demand Draft form any scheduled Indian Bank.
- 10.2** Unconditional bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall be valid for 45 days beyond the validity of the bid.
- 10.3** Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 10.1 and 10.2 above shall be rejected by BUIDCo as non responsive.
- 10.4** The Earnest money of unsuccessful bidders will be returned within 28 days of the end of the bid validity period.
- 10.5** The Earnest money of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.

- 10.6** The Earnest money may be forfeited
- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
 - (b) if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 8; or
 - (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) sign the Agreement; or
 - (ii) Furnish the required Performance Security.

11 AUTHORISATION AND ATTESTATION:

Tenders shall be signed by persons duly authorized/ empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders.

12 VALIDITY OF OFFER:

THE OFFER SHALL BE KEPT OPEN FOR ACCEPTANCE FOR A MINIMUM PERIOD OF FOUR MONTHS FROM THE DATE OF OPENING OF TENDERS. In case BUIDCo calls for negotiations such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the tenderers.

13 EXECUTION OF CONTRACT:

The successful tenderers responsibility under this contract commences from the date of issue of the Letter of Award by BUIDCo. The successful tenderer shall be required to execute an agreement in the prescribed form of BUIDCo within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment. The expenses for completion and making required number of copies and compilation of contract documents duly bound/ titled and stamping/registration of the agreement with prescribed authority, if necessary, shall be borne by the contractor.

14 PERFORMANCE SECURITY

Upon acceptance of tender, the successful tender must submit Unconditional Bank Guarantee as performance security within 15 days from the date of issue of the Letter of Acceptance for satisfactory completion of work.

- 14.1** The total amount of Performance Security shall be 10% of the contract value. 5% of Contract Price in the form of Unconditional Bank Guarantee in the prescribed Performa of BUIDCo & balance 5% shall be recovered by deductions from running bills@5% of the value of each running bill.

- 14.2** The validity of the Bank Guarantee furnished towards Performance Security shall be up to 28 days beyond to the period of completion of work as stipulated in the Letter of Acceptance and the same will be kept valid by proper renewal till the satisfactory completion of the Guarantee Period.

- 14.3** If the value of the work done at any time exceeds the accepted agreement value, the Performance Security shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor or recovered from payments due to him.
- 14.4** Failure to deposit the Performance Security within the stipulated time, may lead to for forfeiture of Earnest Money Deposit and Cancellation of the award of work.
- 14.5** If any part of Performance Security of the Contractor is held in the form of approved securities, it shall be kept transferred in the name of BUIDCo, in such a manner that the same can be realized fully without referring to the Contractor. BUIDCo shall not be responsible for any depreciation in the value of the Security while in BUIDCo's custody or for any loss of interest thereon.
- 14.6** BUIDCo reserves the right of forfeiture of Performance Security in addition to other claims and penalties in the event of the contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BUIDCo reserves the right to set off the Performance Security Deposit, against any claims of any other contracts with BUIDCo.

14.7 RETURN OF SECURITY DEPOSIT :

If the contractor fully performs and completes the work in all respects to the entire satisfaction of BUIDCo and presents an absolute "No Claim Certificate" in the prescribed form and returns properties to BUIDCo taken, borrowed or hired by him for carrying out the said works, Performance security will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BUIDCo under this or other contracts entered into with the contractor. It may be noted that in no case the Performance Security shall be refunded/ released prior to passing of final bill and completion of guarantee period.

- 15 The interest shall not be payable by BUIDCo on Earnest Money Deposit, Performance Security or on any moneys use to the contractor.

16 REJECTION OF TENDER AND OTHER CONDITIONS :

- 16.1 The acceptance of Tender will rest with BUIDCo which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.
- a) To reject any or all of the tenders.
 - b) To split up the work amongst two or more Tenderers.
 - c) To award the work in part.
 - d) In either of the contingencies stated in b and c above to modify the time for completion suitably.
- 16.2 Conditional and unwitnessed tenders, tenders Containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc. is liable to be rejected.

- 16.3 If a tenderer expires after the submission of his tender or after the acceptance of his tender, BUIDCo may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BUIDCo may cancel such tender at its discretion unless the firm retains its character.
- 16.4 BUIDCo will not be bound by any power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. BUIDCo may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 16.5 If the tenderer deliberately gives wrong information in his tender, BUIDCo reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/Security Deposit/ any other moneys due.
- 16.6 Canvassing in any form in connection with tender is strictly prohibited and the tenders submitted by the contractor who resorts to canvassing are liable to be rejected.
- 16.7 Should a tenderer or contractor or in the case of a firm or Company of contractors/ one or more of its Partners/ shareholders/Directors have relation or relations employed in BUIDCo, the authority inviting tender shall be informed to the fact along with the offer, failing this BUIDCo may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/security Deposit.
- 16.8 The successful tenderer should not sub-contract the part or complete work detailed in the tender specification without written permission of BUIDCO. The tenderer is solely responsible to BUIDCo for the work awarded to him.
- 16.9 CONDITIONAL BID SHALL BE OUTRIGHT REJECTED.
- 17.0 BUIDCo reserves the right to accept or reject any or all proposals without incurring any obligation to inform the affected applicant/s or Bidder/s of the ground
- 18.0 The period of AMC will be Three years with an option to BUIDCO to extend the same for one more year on the same terms and conditions on the basis of performance.

ANNEXURE - B

SECTION - II

GENERAL TERMS AND CONDITIONS

1.0. The following terms & expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

BUIDCo shall mean Bihar Urban Infrastructure Development Corporation Limited, a undertaking of Bihar Government with its Office at RajaPur Pul West Boring Canal Road, Patna- 800001 or it's authorized Officer or its Engineer or other employees authorized to deal with any matters with which these persons are concerned, on its behalf.

'ENGINEER' or 'ENGINEER-IN CHARGE' shall mean Engineer deputed by BUIDCO. The terms include Chief Engineer, Superintendent Engineer, Executive Engineer Assistant Engineer as well as the officer in charge at Head Office.

'SITE' shall mean the place or places at which the plants / equipment are to be erected and services are to be performed as per specifications of this Tender.

'CONTRACTOR' shall mean the individual, firm or company who enters in to contract with BUIDCo and shall include their executors, administrators, successors and permitted assigns.

'CONTRACT' or 'CONTRACT DOCUMENT' shall mean and include the agreement, the Letter of Award, the accepted appendices of rates, Schedules or Quantities, if any, General Conditions of Contract, Special Conditions of Contract, Instructions to Tenderers, the drawings, the technical specifications, the special specifications, if any the tender documents and the Letter of Intent / Acceptance letter issued by BUIDCo. Any conditions or terms stipulated by the tenderer in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BUIDCo in the letter of Award and incorporated in the Agreement.

'GENERAL CONDITIONS OF CONTRACT' shall mean the 'Instructions to Tenderers' and 'General Conditions of Contract' pertaining to the work detailed.

'TENDER SPECIFICATIONS' shall mean the Special Conditions, Technical Specifications, appendices, Site information and drawings pertaining to the work for which the tenderers are required to submit their offer. Individual Specifications Number will be assigned to each tender specification.

'TENDER DOCUMENT' shall mean the General instruction to tenderers (section -I), special condition of contract and tender specification

'LETTER OF INTENT' shall mean the intimation by a letter / telegram / telex / fax to the tenderer that the tender has been accepted in accordance with provisions contained in the letter.

'LETTER OF AWARD' shall mean the award of the work (i.e. Work Order) by a letter / telegram / telex / fax to the tenderer that the tender has been accepted in accordance with provisions contained in the letter.

The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.

'COMPLETION TIME' shall mean the period by date specified in the Letter of Intent or date mutually agreed upon for handing over the erected equipment/ plant which are found acceptable by the Engineer being of required standard and confirming to the specifications of the Contract.

'PLANT' shall mean and connote the entire assembly of the plant and equipment covered by the Contract.

'EQUIPMENT' shall mean all equipment, machineries, and materials, structural, electrical and other components of the plant covered by the Contract.

'TESTS' shall mean and include such test or tests to be carried out by the contractor as are prescribed in the Contract or considered necessary by BUIDCO in order to ascertain the quality, workmanship performance and the efficiency of the contracted work or part thereof.

'APPROVED', 'DIRECTED' or 'INSTRUCTED' shall mean approved, directed or instructed by BUIDCO.

'WORK' or 'CONTRACT WORK' shall mean and include supply of all categories of labour, specified consumables, tools and tackles required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment to the entire satisfaction of BUIDCO.

'SINGULAR' and 'PLURAL' etc. words carrying singular number shall also include plural and vice versa where the context so requires. Words importing masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body of Individuals, whether incorporated or not.

' HEADINGS' the headings in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken in to consideration in the interpretation or construction thereof or the contract.

'MONTH' shall mean calendar month.

'WRITING' shall include any manuscript, typewritten or printed statement under the signature or seal as the case may be.

2.0. 'LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

The contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court at Patna, having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this Contract.

3.0 ISSUE OF NOTICE

The Contractor shall furnish to the Engineer, the name designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent or left at or posted to the address either of the contractor or his authorized agent and

shall be deemed have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or at which they were so delivered or left.

4.0. USE OF LAND

No land belonging to BUIDCo or its customer under temporary possession of BUIDCo shall be occupied by the Contractor without the written permission of BUIDCo.

5.0 COMMENCEMENT AND COMPLETION OF WORK

5.1 The contractor shall commence the work within the time indicated in the Letter of Award and shall proceed with the same with due expedition without delay.

5.2 If the successful tenderer falls to commence the work within the stipulated time, BUIDCo, at its sole discretion, will have the right to cancel the contract. His Earnest Money and / or Security Deposit will stand forfeited without any further reference to him without prejudice to any and all of BUIDCO's other right and remedies in this regard.

5.3 All the Works shall be carried out under the direction and to the satisfaction BUIDCo.

5.4 The transported equipment, erected / constructed plant or work performed under the Contract, as the case may be shall be taken over when it has been completed in all respects and / or satisfactorily put into operation at site.

6.0 MEASUREMENT OF WORK AND MODE OF PAYMENT

6.1 All payments due to the contractor shall be made by 'Account Payee' Cheque or RTGS

6.2 For progress / running bill payments, the contractor shall present detailed measurement sheets in triplicate duly indicating all relevant details based on technical documents and connected drawings for the work done during the month / period under different categories in line with terms of payment as per Letter of Award. The basis of arriving at the quantities / weights shall be the relevant documents and drawings released by BUIDCo. These measurement sheets shall be prepared jointly with Engineer and signed by both the parties.

6.3 These measurement sheets will be checked by the Engineer and quantities and percentages eligible for payment under different groups shall be decided by him. The abstract of quantities and percentages so arrived at based on the terms of payment shall be entered in the Measurement Book and signed by both the parties.

6.4 Based on the above quantities, contractor shall prepare the bills in the prescribed Performa and work out the financial value. These will be entered in the Measurement Book and signed by both the parties. Payment shall be made by BUIDCo after affecting the recoveries due from the contractor.

6.5 All recoveries due from the contractor for the month / period shall be affected in full from corresponding running bills unless specific approval from competent authority is obtained to the contrary.

6.6 Measurement shall be restricted to that quantity for which it required to ascertain the financial liability of BUIDCo under this contract.

- 6.7** Measurement shall be taken joint by persons duly authorized by BUIDCo and the Contractor
- 6.8** The contractor shall bear the expenditure involved. If any in making the measurements and testing of materials to be used/used in
- 6.9** The work. The Contractor shall, without extra cost to BUIDCo, provide all the assistance with appliances and other things necessary for measurement.
- 6.10** If, at any time due to any reason whatsoever, it becomes necessary to premature the work done, in full or in part, the expenses towards such remeasurement shall be borne by the Contractor.
- 6.11** Passing of bills covered by such measurements does not amount to acceptance by BUIDCo of the completion of the work measured. Any left out work has to be completed by the Contractor, as directed.
- 6.12** Final measurement bill shall be prepared in the Performa prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender specification of BUIDCo. The Contractor shall give unqualified 'No Claim ' and 'No Demand' certificates. All the tools and tackles loaned to him should be returned in condition satisfactory to BUIDCo. The abstract of final quantities and financial values shall also be entered in the Measurement Book and signed by both the parties. The final bill shall be paid within a reasonable time after completion of the work. After the payment of final bill, only the guarantee obligation percentage value shall remain unpaid which shall be released in accordance with clause 32.

7.0 RIGHTS OF BUIDCo

BUIDCo reserves to itself the following rights in respect of this contract without entitling the contractor or any compensation.

- 7.1** To get the work done through another agency at the risk and cost of the contractor, in the event of poor progress or the contractor's and inability to progress the work for completion as stipulated in the contract poor quality of work, persistent disregard of instruction of BUIDCO, assignment, transfer, subletting of the contracted work without written permission of BUIDCo, nonfulfilment of any contractual obligations etc, and to claim/ recover compensation for such losses from the contractor including BUIDCo's supervision charges and overheads from Security Deposit/other dues
- 7.2** To withdraw any portion of work and/ or to restrict/alt quantum of work as indicated in the contract during the progress of work and get it done through another agency and/ or by the departmental labour to suit BUIDCo's commitments to its customer or in case BUIDCO decides to advance the completion due to other emergent reasons/ BUIDCO's obligation to its customer.
- 7.3** To terminate the contract after due notice and forfeit the **Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of:**
- a. Contractor's continued poor progress.
 - b. Withdrawal from or abandonment of the work before completion of the

work.

- c. Corrupt act of the contractor.
- d. Insolvency of the contractor.
- e. Persistent disregard of the instructions of BUIDCO.
- f. Assignment, transfer, subletting of the contract work without BUIDCO's written permission.
- g. Non- fulfillment of any contractual obligations.

- 7.4** To recover any moneys due from the Contractor from out of any moneys due to the Contractor under this or any other Contract or from the Security Deposit.
- 7.5** To claim compensation for losses sustained including BUIDCo's supervision charges and overheads. in case of termination of contract and to levy liquidated damages **for delay in completion of work, at the rate of ½% of the contract value per week of delay or part thereof subject to a ceiling of 10% of the contract value.**
- 7.6** To determine the Contract or to restrict the quantum of work and pay for the portion of work done in case BUIDCo's contract with its customer is terminated for any reason.
- 7.7** To affect recoveries from any amounts due to the contractor under or any other contract or in any other form the moneys, which BUIDCo is forced to pay to anybody due to contractor's failure to fulfill any of his obligations.
- 7.8** To restrict or increase the quantity and nature of work to suit site requirements, since the tender specification is based on preliminary documents and quantities furnished their in are indicative and approximate and the rates quoted shall not be subject to revision.
- 7.9** To deploy BUIDCo's skilled and semiskilled workmen in case of emergency/poor progress/ deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the moneys due to the contractor.
- 7.10** While every endeavor will be made by BUIDCo to this end, BUIDCo can not guarantee uninterrupted work due to conditions beyond its control. The contractor will not be entitled to compensation/extra payment on this account.
- 7.11** In the event of any dispute of technical nature, the decision of BUIDCO shall be final and binding on the Contractor.

8.0 RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS, ETC.

The following are the responsibilities of the Contractor in respect of observance of local laws, employment of personnel, payment of taxes etc.

As far as possible, unskilled workers shall be engaged from the local areas in which the work is being executed.

The contractor at all times during the continuance of this contract, shall in all his dealings with the local labour for the time being employed on or in connection with the work, has due regard to all local festivals, religious and other customer

The Contractor shall comply with all state and central Laws, Statutory Rules, Regulations, etc., such as : The payment of wages Act, The Minimum Wages Act, The workmen's Compensation Act, The employer's Liability Provident fund Act, Employees, State Insurance Scheme,

The Contract Labour (Regulations and Abolition Act, 1970) and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the contract and having force or jurisdiction at site. The contractor shall give to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law.

The Contractor, in the event of his engaging 20 or more workmen, will obtain independent license under the Contract Labour (Regulations and Abolition Act, 1970) from the concerned authorities. Documentary evidence of the same shall be produced to BUIDCO

The Contractor shall be responsible for proper accommodation including adequate medical facilities for the personnel employed by him.

The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.

The Contractor shall ensure that no damage is caused to any person / property of other parties working at site. if any such damage is caused, it shall be the responsibility of the contractor to make good the losses and compensate them.

The contractor shall fully indemnify and keep indemnified BUIDCo / its customer against all claims of whatever nature arising during the course of execution of this contract.

In case the contractor is required to undertake any work outside the scope of this contract, the amount payable shall be as may be mutually agreed upon.

Any delay in completion of works or non - achievement of periodical targets, due to reasons attributable to the contractor, will have to be compensated by the contractor either by increased manpower and resource or by working extra hours or more than one shift at no extra cost to BUIDCo.

The contractor shall execute the work under the conditions usual to such power plant construction and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate and coordinate with other agencies at project site and proceed in a manner that shall help in the progress of work at site as a whole.

The contractor will be directly responsible for payment of wages to his workmen. A pay - roll sheet giving details of all payments made to the workmen duly signed by the contractor's representative should be furnished to BUIDCo, if called for.

In case of any class of work for which there is no specification laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer. No levy, payment or charges made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied, demanded or charged.

No idle labour charges will be admissible in the event of any stoppage of work

resulting in the contractor's workmen being rendered idle due to any reason at any time.

The contractor shall take all reasonable care to protect the materials and the work till such time the plant / equipment has been taken over by BUIDCo / its customer.

- 8.2** Contractor shall not stop work or abandon the site for whatsoever reason or dispute, excepting for force majeure conditions. All problems / disputes shall be separately discussed and settled without affecting the progress of work. Stoppage or abandonment of work, other than under force majeure conditions, shall be treated as breach of work of contract and dealt with accordingly.

The contractor shall keep the area of work clean and shall remove the debris etc. While executing day - to - day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices, etc., constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.

The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and / or as per the instructions of the Engineer.

The contractor shall furnish fortnightly labour deployment report indicating the classification and number of workmen engaged, date wise and category wise. Besides, the contractor shall also furnish progress reports on work at regular intervals as required by the Engineer.

9.0 RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT.

All safety rules and codes applied by BUIDCo / its customer at site shall be observed by the contractor and his workmen without exception. The contractor shall be responsible for the safety of the equipment / material and work to be performed by him and shall maintain all lights, fencing guards, signs etc. or other protections necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer, with a view to prevent pilferage, accidents, fire hazards etc. Suitable number of clerical staff watch and ward, store keepers to take care of equipment, materials, construction tools and tackles shall be posted at site by the contractor till the completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for this type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc., as per usual standards and practices.

The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized BUIDCo

- (i) Safety Helmets conforming to IS - 2925
- (ii) Safety Belts conforming to IS - 3521
- (iii) Safety Shoes conforming to IS - 1989

- (iv) Eye & Face Protection devices conforming to IS - 8520 and IS - 8940.
- (v) Hand & body protection devices conforming to IS -2573, IS - 6994, IS - 8807 & IS - 8519.

All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles, safety nets, ladders, equipment etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized BUIDCo official who shall have the right to ban the use of any item.

All electrical equipment, connections and wiring for construction power, its distribution and use shall conform to the requirements of Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by contractor shall have safe plugging system to source of power and be appropriately earthed.

The contractor shall not use any hand lamp energized by electric power with supply voltage of more than 24 volts. For work in confined spaces, lighting shall be arranged with power source of not more than 24 volts.

Where it becomes necessary to provide and / or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provision and / or storage in accordance with the rules and regulations laid down in the relevant Government Acts. Such as Petroleum Act, Explosives Act, petroleum and Carbides of Calcium manual of the chief Controller of Explosives, Government of India etc. Prior approval of the authorized BUIDCo official at the site shall also be taken by the contractor in all such matters.

The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working, when natural daylight may not be adequate for clear visibility.

In case of a fatal or disabling injury / accident to any person at construction sites due to lapses by the contractor, the victim and / or his /her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BUIDCo shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and / or his /her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BUIDCo giving opportunity to the contractor to present his case.

In case of any damage to property due to lapses by the contractor, BUIDCo shall have the right to recover the cost of such damages from the payments due to the contractor after holding an appropriate enquiry.

In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, BUIDCo shall have the right to recover cost of such delay from the payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.

If the contractor fails to improve the standards of safety in its operation to the satisfaction of BUIDCo after being given reasonable opportunity to do so and / or

if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized BUIDCo official, BUIDCo shall have the right to take the corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BUIDCo.

The contractor shall report of all accidents, fires, property damage and dangerous occurrences to the authorized BUIDCo official immediately after such occurrence, but in any case not later than 12 hours of the occurrence. Such reports shall be furnished in the manner prescribed by BUIDCo. In addition, periodic reports on safety shall also be submitted by contractor to the authorized BUIDCo official from time to time as prescribed.

During the course of construction, alteration or repairs scrap lumbars with protruding nails, sharp edges etc., and all other debris including combustible scrap shall be kept cleared from working areas, passageways and stairs in and around site.

All the contractor's supervisory personnel and sufficient number of workers shall be trained for fire fighting and shall assigned specific fire protection duties. Enough number of such trained personnel must be available during the tenure of the contract.

Contractor shall provide enough fire protecting equipment of the types and numbers at his office stores, erection site, other temporary structures, labour colony area etc. Access to such fire protection equipment shall be easy and kept open at all times. Compliance of the above requirement under fire protection shall in no way relieve the contractor of any of his responsibility and liabilities to fire accident occurring. In the event fire safety measures are not to BUIDCo's satisfaction, BUIDCo shall have option to provide the same and recover the cost plus incidentals from contractor's bills and / or impose penalty as deemed fir by the Engineer.

Before commencing the work, the contractor shall appoint / nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of BUIDCo.

If safety record of the contractor in execution of the awarded job is to the satisfaction of safety department of BUIDCo, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by BUIDCo after completion of the job.

10.0 CONSEQUENCES OF CANCELLATION

Whenever BUIDCo exercise its authority to terminate the contract / withdraw a portion of work under clause 25, the work may be got completed by any other means at the contractor's risk and cost provided that in the event of the cost of completion (as certified by Engineer which shall be final and binding on the contractor) being less than the contract value, the advantage shall accrue to BUIDCo. If the cost of completion exceeds the moneys due to the contractor

under the contract, the contractor shall either pay the excess amount demanded by BUIDCo or the same shall be recovered from the contractor. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.

In case BUIDCo completes the work under the provisions of this clause, the cost of such completion to be taken into account for determining the excess cost to be charged to the contractor shall consist of cost of materials purchased and / or labour provided by BUIDCo with an addition of such percentage to cover supervision and establishment charges as may be decided by BUIDCo.

11.0 INSURANCE

11.1 It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work as required by the relevant Rules and to pay compensation, if any, to them as per workmen's compensation Act. The work will be shall also insure his staff against accidents. The work will be carried out in a protected area and all the Rules and Regulations of BUIDCo / its client in the Project Area which are in force from time to time will followed by the contractor.

11.2 If due negligence and / or non - observance of safety and other precautions, any accident / injury occurs to any other persons / public, the contractor shall pay necessary compensation and other expenses, if so decided by the appropriate authority.

11.3 The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage / loss till the same is taken over by BUIDCo or customer. For lodging / processing of insurance claim the contractor will submit necessary documents. BUIDCo will reserve the right to recover the loss from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to police investigation report shall be submitted to BUIDCo for taking up with insurance.

12.0 STRIKES AND LOCKOUT

12.1 The contractor will be solely responsible for all disputes and other issues connected with his workmen. In the event of contractor's workmen resorting to strike or the contractor resorting to lockout and if the strike or lockout so declared is not settled within a period of one month, BUIDCo shall have the right to get the erection work executed by employing its own men or through other agencies or both. The cost incurred by BUIDCo in this regard shall be recovered from the contractor.

12.2 For any purpose whatsoever, the employees of the contractor shall not be deemed to be in the employment of BUIDCo.

13.0 FORCE MAJEURE

- 13.1** The following shall amount to force majored conditions. Act of any Government, War, Sabotage, Riots, Civil Commotion, Police Action, Revolution, Flood, Fire, Cyclone, Earthquake and Epidemic and other similar cause over which the contractor has no control.
- 13.2** If the contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, s defined above, the agreed time for completion of the work covered by this contract shall be extended by a period of time equal to the period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to BUIDCo in writing the causes for the delay but the contractor shall not be eligible for any compensation on this account.

14.0 GUARANTEE

Even though the work will be carried out under the supervision of the Engineer, the contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of six months from the date of completion of work as certified by the Engineer, and shall rectify, free of cost to BUIDCo, all defects arising out of faulty material and workmanship during the guarantee period starting form the date of compaction of rectification. In the event of the contractor failing to repair the defective works with the time specified by the Engineer, BUIDCo may proceed to undertake the repairs of such defective works at the contractor's risk and cost, without prejudice to any other rights and recover the same from out of any moneys payable to the contractor or by other legal means.

15.0 ARBITRATION

All disputes between the parties to the contract arising out of or in relation to the contract, other those for which the decision of the Engineer or any other person is by the contract expressed to be final conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provision of the Arbitration and Reconciliation Act, 1996. The parties to the contract understand and agree that it will be no objection that the General Manager or the person nominated as Arbitrator had earlier in his official capacity to deal directly or indirectly with the matters to which the contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract.

In the event of the Arbitrator dying neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the General Manager of his successor, as the case may be, either to act himself as the Arbitrator or to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid.

The Arbitrator may, form time to time, with the consent of both the parties to the contract, enlarge the time for making the award.

Pre-Qualifying Criteria

QUALIFYING REQUIREMENTS:

1. The bidder should have minimum 3 years' experience in this field as on 31.3.2021 with an average financial turnover of over Rs.6 lakhs.
 2. Experience of having successfully completed similar works at least one work of operation and maintenance of VOLTAS Make HVAC during last 5 years ending 31st March, 2021 either of the following ;-
- a) Three similar completed works costing not less than Rs.8 lakhs or
 - b) Two similar completed works costing not less than Rs.10 lakhs or
 - c) One similar completed work costing not less than Rs.12 lakhs.

Similar works means annual operation and maintenance of 100 TR HVAC plant.

Bidder should furnish the following:-

DOCUMENTS REQUIRED

The tenderer shall submit documents in respect of possessing Qualifying requirements as under duly certified and stamped by his authorized signatory:

- a) Proof of three audited annual financial turnover in support of Average Annual financial turnover as per clause (1) above.
- b) Proof of work orders or completion certificates in support of the qualifying criteria mentioned at clause 2.0 above.
- c) A Copy of tender enquiry duly signed on each and every page shall be submitted along with technical bid.
- d) Each tenderer has to enclose the proof of **GST No. and PAN No.** along with the tender

Annexure-D

OPERATION AND MAINTENANCE OF CENTRAL AIR CONDITIONING SYSTEM

1. SCOPE OF WORK:

- 1.1 This tender is for efficient, smooth, uninterrupted maintenance & operation of HVAC system (Comprehensive AMC for 5 x 100 TR HVAC) of the Budha Smriti Park as detailed below at point 2.
- 1.2 The HVAC system and chiller plant has to be operated and maintained in a manner such that required inside temperatures are maintained as under:
24 °C Tdb + /- 2 °C for all season

Note:

Tdb means dry bulb temperature: *The dry-bulb temperature is the temperature of air measured by a thermometer freely exposed to the air but shielded from radiation and moisture.*

2. DETAILS OF THE SYSTEM INSTALLED

Major equipment (Make: VOLTAS) covered under HVAC system:

Sl. No.	DESCRIPTION	Nos.
1.	100 TR Chilling Machines (Compressors)	5
2.	Chillers	5
3.	Condensers	5
4.	Chilled water pumps	5
5.	Condenser water pumps	5
6.	Cooling Towers (Paharpur)	5
7.	Fan Coil Units	3
8.	AHU	23
9.	Main Electrical Panel	2

3. DUTIES & RESPONSIBILITIES OF THE CONTRACTOR

The duties and responsibilities under the contract shall be for services (i.e. regular operation, routine check-ups, corrective, preventive and predictive maintenance, testing etc. as required), in respect of HVAC System. Any operation or maintenance work (excluding those arising on account of aging), though not specifically detailed out in this document, but needed for efficient and smooth operation and maintenance of the HVAC System at the Institute shall also be deemed to be included in the scope of the contractor. Liability shall also include deployment of necessary resources including manpower, tools and tackles etc. as may be required in order to ensure safe, efficient and smooth operation and maintenance of the said systems and his duties/responsibilities shall include all activities as may be required but not limited to the followings.

- i. Safe, efficient and reliable operation of the HVAC system.

- ii. Starting and stopping of plant & accessories in proper sequence or as per requirements.
- iii. Checking of water level in cooling towers and expansion tank.
- iv. Checking of electrical equipment and controls.
- v. Cleaning of AHU/ FCU filters and cooling tower strainers twice a month.
- vi. Cleaning and dusting of plant equipment as covered in the equipment list, on daily basis.
- vii. Periodic leak testing of the system.
- viii. Cleaning of heat exchanger tubes with Veniclean once a year or as & when required.
- ix. Cleaning of all Fan coil units once in a year.
- x. Maintenance of motors, fans, blowers and pumps.
- xi. General routine maintenance as required.
- xii. Quick action for stopping the equipment whenever abnormal sound and/ or vibrations are noticed.
- xiii. Continuous monitoring, recording and maintaining of parameters at specified intervals, in the log sheets supplied by BUIDCo and submission of the same to the Engineer-in-Charge/nominated officer from BUIDCo for checking
- xiv. A maintenance schedule for the system shall be prepared by the contractor & submitted to the Engineer-in-Charge for approval. The approved maintenance schedule shall be implemented by the contractor.
- xv. Maintaining proper record of preventive maintenance carried out and submission of the same to the Engineer-in-Charge/nominated officer from BUIDCo for checking.
- xvi. Taking all necessary precautions to ensure safety of the personnel and equipment.
- xvii. Checking & maintenance of all ducting & valves on weekly basis.
- xviii. Cleaning of AC Ducts, together with checking of fans/ blowers, etc.
- xix. Painting of Plant Equipment once in a year.
- xx. Overhauling of Compressors once a year.
- xxi. Switching off/on the blowers and ensuring hot air circulation thru AHU as and when required.
- xxii. Maintaining daily log to record observations of various parameters under the services of the contract in the prescribed format. Each of the equipment like Compressors, Heat Exchangers, Pumps, Cooling Towers, Motors, Electrical Panels & other associated items etc., shall be serially numbered and proper record shall be maintained by the contractor in respect of the same.
- xxiii. Competent and efficient services shall be provided by the contractor to attend break down within the least possible time not exceeding 4 hours even on Mondays and other Government / BUIDCo holidays.
- xxiv. The supervisor of the contractor shall ensure that only competent staff is engaged by him for BUIDCo's work and he shall remove the person whom BUIDCo considers unsuitable for any reason whatsoever.
- xxv. Any material to be replaced or to be freshly procured shall be of similar type as already in use in the system.
 - xxvi. Contractor shall replace pipes connected with AC System/Drainage System if deemed necessary as a preventive maintenance so that there is no leakage of water damaging the room. Contractor shall be responsible for white wash and/or POP repair in the room if damage due to such leakage occurs.

4. MANPOWER REQUIREMENT DETAILS:

The contractor shall engage the following manpower per shift of 8(eight) hrs (three shifts per

day).

GENERAL SHIFT:

- (i) Supervisor (at least Egg. Diploma in Mechanical with two year experience in the AC plant / ITI in AC with min 5 years experience in this field) - 1 No. (9:00 AM to 6:00 PM)
- (ii) Electrician (ITI in Electrician with minimum 2 years experience in his field) – 01 Nos Per Shift
- (iii) Operator (ITI in AC with minimum 2 years experience in his field) – 01 Nos. Per Shift
- (iv) Helper- 1 No. Per Shift

OTHER SHIFTS: Same as Item No. 4 of Sl. No. (ii, iii & iv)

- a) The contractor shall abide by statutory provisions regarding working hours and compensation issues. In case of absence of any one, the contractor shall make equivalent grade arrangement. Failure to comply to above will invoke Penalty Clause. The attendance of manpower will be counter signed by BUIDCo daily.
- b) The Contractor himself or his representative of at least Manager/Engineer level shall meet with Engineer- In- Charge once a month and come whenever called by him. The absence in the meeting shall be treated as non-attending the maintenance point and accordingly may be penalized as per Penalty Clause.
- c) The final manpower to be deployed should be duly approved by BUIDCo.
- d) Copy of Educational Certificate of manpower to be deployed should be submitted in Technical Bid.
- e) Non-availability of the required skills, inordinate delay in rectification of faults and unsatisfactory maintenance of system shall be treated as breach of contract

The attendance of manpower will be countersigned by BUIDCo staff/person authorised by BUIDCo. The Contractor himself or his representative of at least Manager/Engineer level shall meet with BUIDCo once a week and come whenever called by him.

Original educational certificate of manpower to be deployed alongwith their Biodata with photographs should be submitted within 7 (Seven) days of LOI/LOA. Original will be returned back after cross verification with copy submitted in technical bid. The final manpower to be deployed should be approved by BUIDCo.

Besides the minimum requirement of manpower envisaged above and maintained at site the contractor shall deploy necessary resources including tools and tackles in order to ensure safe, efficient and smooth operation and maintenance of the said system in case exigencies arise.

5. PENALTY CLAUSE:

- i. Non attendance and rectification of the faults of the HVAC System and equipments as a whole within a reasonable period as specified will attract a penalty, subject to a maximum of 10% of the total contract value during the entire period of the contract. The decision of the Engineer-in-Charge will be final and binding in this regard.

ii. All possible efforts shall be made to minimize the down time of any equipment and in no case it shall exceed the following limits:-

a) 4 (Four) hours for all minor and routine breakdowns

b) 2 (Two) days for major breakdowns and 1 (one day) for gas leakage of refrigerant compressor(s). In case of the major breakdown(s) of refrigerant compressor(s), the contractor shall immediately assess the extent of such breakdown and communicate in writing, such details to the Engineer-in-Charge along with the schedule for restoration and obtain his approval for the same. If the time taken for rectification exceeds the time period allowed/approved by the Engineer-in-Charge, the penalty shall be imposed on the contractor as follows:

Rs. 2,000/- per day for non functioning of each chilling unit (including compressor) beyond the joint approved time limit between BUIDCo and Contractor for such rectification.

Rs. 1,000/- per day for non functioning of each AHU.

Rs. 500/- per day for non functioning of each Cooling (Condenser) water pump.

Rs. 500/- per day for non functioning of each chilled water pump.

Rs. 100/- per day per location where the temperature deviates from the prescribed limits.

Rs 1,000.00 Per day per manpower not in confirmation with item no. 4 of Manpower deployment.

➤ **6.0** **PROVISION OF STITCHED UNIFORM BY BIDDER**

All the workmen engaged by the bidder shall be provided with uniform as specified below:

FOR SUMMER: Terry cotton stitched uniform with uniform as above with Vender's name on pocket of shirt – 02 sets

FOR WINTER: Same as above with closed necked coat or pullover.

FOR RAINY SEASON:

The following rain gear should be kept at site:

(i) Duck bag Rain coat – 2 Sets

(ii) Medium size umbrella - 2Nos.

Identity Card

Safety shoes of Bata or equivalent with 2 pair socks for all seasons.

➤ **7. Rates:**

The tenderer should quote lumpsum annual rates, which shall remain firm throughout the initial contract period. No separate payment shall be made for providing services on weekly off days/ holidays.

➤ **8. Payment Terms:**

The total lump sum charges for operation & day-to-day maintenance as per **Annexure-E will be divided into twelve equal monthly** installments to workout the monthly charge.

The monthly bills for the operation and maintenance shall be raised for the services rendered during the previous month to the Engineer-in-charge.

Necessary statutory deductions rates like Income Tax, Work contract tax etc as per prevailing shall be effected from the monthly bills.

➤ **SPECIAL CONDITIONS OF CONTRACT:**

1. The contract shall be valid for a period of three years (36 months) or part thereof from the date of LOI/award of the work and BUIDCO may extend at its discretion the contract further for a period of one year on the same terms and conditions on satisfactory performance. BUIDCO reserves the right to terminate the contract without assigning any reason during the currency of the contract period by giving 30 days notice to the contractor, in writing.
2. The contractor shall mobilize and place in position necessary resources within 07 (seven) days of the receipt of the Letter of Intent (LOI) or work order whichever ever is earlier. He shall also give actual details of competency of persons being deployed (Qualification, Experience in similar systems, etc.) within 05 days from the receipt of the letter of Intent (LOI) / Work Order whichever ever is earlier.
3. The successful tenderer shall make a security deposit for an amount of 10% of the contract value with BUIDCO within 7 days from the date of receipt of LOI/Work Order whichever ever is earlier. The earnest money will be adjusted against this security deposit and any difference in the security deposit and earnest money will have to be deposited. The security deposit shall be refunded only when the contractor has obtained completion certificate from the Engineer-in-charge.
4. AC system at Budha Smriti Park will be handed over, as a whole, to the Contractor in running condition. However at the time of taking over the contractor in association with BUIDCO shall list out the deficiencies, if any observed, within ten days of order failing which it will be deemed that all items are in good condition except those which can be proved otherwise within reasonable time limit to the satisfaction of BUIDCO. The contractor shall operate (HVAC system) and maintain these systems as a whole and hand over the same in good operating condition after completion of the contract period to the new contractor. A grace period of one week over expiry of the contract shall be available to BUIDCO on behalf of the contractor when he and his persons may be called to complete the handing over formalities to the new contractor associating BUIDCO. Any deficiency or damage to the equipment found, at the time of taking over the system back will be to the contractor's account.
5. The contractor shall make own arrangements for almirah /locker etc., for the safety and security of the equipments, tools, tackles etc. BUIDCO shall not be responsible for any misplacement or damage or theft of the contractor's equipments, or any other articles.
6. Water & Electricity will be provided free of cost to the contractor for the operation and maintenance of the system.
7. In case of break down in the system, the contractor shall immediately take up the rectification work and start/stop the other Unit(s), as the case may be and thereafter

rearrange/ replace the damaged items, if any, so as to make the system ready within shortest possible time not exceeding a maximum period of 4 hours.

8. The Check/log sheets and tests required/specified are for general guidance. The same are subject to modification, as and when necessary for efficient functioning of equipment, keeping in view the recommendations of the equipment manufacturer, experience on the equipment and the actual requirements. Such modifications in the documents shall have prior approval of BUIDCo.
9. The contractor shall quote for total scope inclusive of all types of labour, tools, tackles, materials, spares, consumables, etc. under annual fee for the entire job contract, as per Annexure-D.
10. The contractor shall take into account, well in advance, the requirement of resources like Supervisor & technical hands, special tools, tackles, spares, consumables and any other material required for smooth, safe and efficient operation and maintenance of the system.
11. The contractor shall arrange all repairs & spares necessary to run the system smoothly and uninterruptedly. The cost of arranging all repairs/replacements as well as spares & their transporting shall be an integral part of the lumpsum fee (as per Annexure 'E') and no extra payment, whatsoever shall be made by BUIDCo on this account.
12. Rewinding of all electric motors of pumps & fan coil units (including refrigerant compressor motors) shall be done by the contractor as & when required. All materials & jobs involved in making the electric motors functional & refitting the same, i.e. replacement of bearings, bushes, end plate, cooling fan, balancing/ machining of rotors etc shall be the responsibility of the contractor & no extra payment, whatsoever shall be made by BUIDCO on this account.
13. The lube oil and refrigerant shall be provided by the contractor as per the requirement and manufacturer's recommendations. The arrangement for lifting / transportation of lube oil and refrigerant from the sales outlet and charging the same in the equipment shall be made by the contractor. The cost of lube oil and refrigerant, lifting, handling, transporting and charging / filling the same in to the equipment shall be an integral part of the lump sum fee (as per Annexure 'E') and no extra payment, whatsoever shall be made by BUIDCo on this account.
14. The contractor shall provide and maintain all tools, tackles accessories, equipments and normal consumables like grease, Lube Oil, Gland Packing, PVC Tape, Small Screws, Nut, Bolts, Cleaning Cloths and Cleaning liquids (i.e. CRC, CTC), acid, etc. for carrying out the subject job and all other such jobs in relation to the subject job as instructed by the engineer-in-charge from time to time. BUIDCo shall make no extra payment, for all these items.
15. The contractor shall be wholly responsible for theft, burglary, break down or any mischief done by their staff, and any loss to BUIDCo shall be recovered from the immediate bill of the contractor.
16. The contractor shall abide by the rules and regulations of the security and safety as laid down and prevalent in BUIDCo from time to time.
17. Any material brought inside the premises or taken out from the premises shall have necessary prior permission from the competent authority of BUIDCo.

18. All the jobs/works carried out shall conform to relevant standards, codes and practices. The workmanship shall conform to sound engineering practices and standard norms of the industry. If the contractor fails to attend/ to rectify within a reasonable time limit (duly approved by BUIDCo) the fault of HVAC System or any equipment and points/works related with the maintenance for efficient operation of the plant or systems, the same shall be got attended by specialized agencies at the risk and cost of the contractor, for which necessary deduction shall be made from the contractor's bill. This point shall be independent of the penalty clause and the deductions for service charges/attending maintenance points shall not have any ceiling.
19. During the tenure of the contract, the contractor shall coordinate his work with other agencies working inside or outside the Institute premises while attending to the specified jobs as per the contract. Any damage caused by the contractor or his team to the premises & its equipment shall be repaired/replaced by the contractor at his own cost. If the repair/ replacement job is not done by the contractor, within a reasonable time, duly approved by BUIDCo. BUIDCo shall get it done & the cost so incurred, without any ceiling will be deducted from the contractor's bill. The contractor on the expiry of his contract shall assist the next contractor to understand the operation and maintenance points of the system in total. The contractor shall continue to depute/deploy the supervisor and the necessary resources in general shift for one week after expiry of the previous contract without any extra claim for the same. For the purpose of major repairing work required at service centre and major overhauling etc., the facilities for lifting, handling, transportation, transit insurance etc. of the equipment or any appliances shall be provided by the contractor without any claim for the same.
20. Contractor shall arrange ladders, scaffolding, shuttering access etc., for all the works at his cost and risk.
21. The Supervisor &/or team on duty shall not leave the premises during duty hours to procure the material or for any other work. The contractor shall depute separate resources for such work without any extra charges.
22. In case of the routine maintenance jobs which can not be completed/carried out during normal working hours, it shall be the responsibility of the contractor to carry out such jobs either after normal working hours on working days or on Sundays/ Holidays. No extra payment shall be made to the contractor on this account. Contractor shall also take the necessary permission for overstaying and for Sundays/Holidays from BUIDCo for such purposes, well in advance.
23. The contractor shall have the responsibility to co-ordinate and supervise the Supervisor & technical experts/external party called by him or by BUIDCo to carry out maintenance job. Therefore, the supervisor of the contractor may have to come even on holidays / Sundays and may be required to stay even after the normal office hours as per instruction of Engineer-in-Charge at no extra cost to BUIDCo. Contractor shall also take the necessary security passes from BUIDCo for such purposes, well in advance.
24. The contractor shall ensure all his workmen deployed for undertaking contractual obligations.
25. The contractor shall ensure and will be solely responsible for timely payment of wages and other dues to the personnel deployed by him. The contractor shall be directly responsible and indemnify the company (i.e. BUIDCo) against all charges, claims, dues etc. arising out of disputes relating to the dues, and employment of the personnel deployed by him .Wages payment should be made in the presence of BUIDCo

representative.

26. The contractor shall indemnify the company (i.e.BUIDCo) against all losses or damages caused to it on account of the acts of the personnel deployed by the contractor.
27. The contractor shall ensure regular and effective supervision of the personnel deployed by him.
28. The Contractor shall raise bills for the operation and maintenance of the services under the contract on monthly basis. The value of each monthly bill be arrived at on the basis of the Annual contract value converted into equated monthly amount.
29. During the tenure of the contract, the contractor shall coordinate his work with other agencies working inside or outside the BSP premises while attending to the specified jobs as per the contract.
30. Any damage caused by the contractor or his team to the premises & its equipment shall be repaired/replaced by the contractor at his own cost. If the contractor does not do the repair/replacement job, within a reasonable time, BUIDCo shall get it done & the cost so incurred will be deducted from the contractor's bill.
31. On expiration of the contract the contractor shall assist the next contractor to understand the operation and maintenance points of the system in totality by providing supervision services and the necessary resources in general shift for one week without any extra claim for the same.
32. The workforce strength indicated in the tender document which shall be part of contract is only for routine maintenance. The contractor shall however, provide at no extra cost, the required workforce including supervisor, technical experts or external agency beyond normal working hours and on holidays/Sundays as per exigency of work after obtaining necessary permission from BUIDCo.
33. The contractor shall quote for total annual charge for the entire job as per Annexure - F.
34. All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the head of the BUIDCo. The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be Patna in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Patna Courts.

35.0 STATUTORY OBLIGATION

35.1 The contractor (which shall include the Contracting Firm/Company) shall be solely liable to obtain and to abide by all necessary licenses/permissions from the concerned authorities as provided under the various Labour Law legislations including labour license from the competent authority under the Contract Labour(Regulation and Abolition) Act,1970 .The contractor shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund and Miscellaneous Provisions Act, 1952, ESI Act, 1948, Contract Labour(Regulation and Abolition) Act,1970, .Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen's Compensation Act 1923,Payment of Gratuity

Act,1972,Payment of Bonus Act,1965,Income Tax Act, Service Tax Act and other relevant Acts, Rules & Regulations in force from time to time.

35.2 The contractor shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payment to Government agencies as applicable under the law in respect of the contract and of personnel employed by the contractor for rendering the services to BUIDCo and shall deposit the required amounts with concerned statutory authorities on or before the due dates. The contractor shall obtain a separate PF number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees' and the employer's contribution to the Provident Fund. The contractor shall also be responsible for payment of any administration/inspection charges thereof, wherever applicable, in respect of the personnel deployed by him relating to the work of BUIDCo.

- a. Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & PM Act, 1952 to the RPF.
- b. Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No./card of each employee.
- c. Contractor shall produce proof of deductions as well as remittance of PF, EDLI, and Pension, ESI contribution administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
- d. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BUIDCO.
- e. Contractor shall be solely responsible for non-payment/delayed payment of wages/DA, contributions under EPF & MP Act, etc.
- f. In case their contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/other dues/running bills under the contract can be utilized by BUIDCO to discharge the liability of the contractor.
- g. Contractor shall indemnify BUIDCO against all claims and losses under various Labor Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- h. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- i. Contractor to obtain insurance cover for his employees/equipment/ tools and tackles etc and take third party risk insurance converge at his own cost. BUIDCO shall not be responsible for any loss, damage, and pilferage of his property and / or his employees.
- j. Contractor should have independent code numbers/exceptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- k. Payment of bonus under the payment of Bonus Act, payment of gratuity under Act will be the sole responsibility of the contractor.
- l. Over and above the daily wage rate, payment shall be made for leave with wages.
- m. Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee.
- n. Contractor should issue appropriate appointment letters to his employees.
- o. Contractor to provide employment card/Identity card with photograph duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietary / partnership firm/company, place of work, contract number and duration of validity of contract.

36. The contractor shall regularly submit all relevant records/documents in this regard to BUIDCo representative for verification.

37. After the expiry of the contract or in case the contract is terminated, the contractor shall hand over both the systems, as a whole, in good running/operating condition. The cost of any item found defective or not in running condition shall be to the contractor's account.

Annexure-E

CHECK LIST

Tender No.	Tender Date:
Tender Description:	
(Note) Bidders are requested to fill in the details and tick (/) the relevant option	
1. Name and address of the bidder	
2. Phone No.	
E-mail Address	
Mobile No.	
Fax No.	
3. Name & Designation of the Contact Person	
4. Tender Document Fee of Rs. 10,000.00 submitted DD No. Date: Name of Bank: Branch:	Yes / No
5. EMD of Rs. 25,000.00 submitted (Clause No. 12 of Instruction to Tenderers) BG No. Date: Name of Bank:	Place Yes / No
6. Validity of Offer (In Days) Minimum 120 days	
7. Experience Certificate attached	Yes/No
8. a. Profit & Loss A/c attached b. Balance Sheet attached (Both a & b for Last 3 years Financial Year i.e. FY 19-20, FY 20-21, FY 21-22)	Yes/No Yes/No
9. a. PAN No. b. Pan Card attached	_____ Yes/No
10. a. GST No. b. Certificate attached	_____ Yes/No
11. a. PF Registration No b. Certificate attached	_____ Yes/No
12. a. ESI Registration No.	_____
b. Certificate attached	Yes/No

Note:- Wherever documentary evidences have been asked for in the tender document, bidder is to furnish copy of the relevant document along with Techno Commercial Offer.

Owner reserves the right to verify any / all documents at any time during pre-award and post-award period which bidder will have to produce within specified time failing which or in case of providing incorrect information. Owner reserves right to take action under the provisions of the tender / contract.

Annexure-G

BID SECURITY (BANK GUARANTEE UNCONDITIONAL)

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated _____ [date] for the construction of _____ [name of Contract hereinafter called "the Bid"].

KNOW ALL PEOPLE by these presents that We _____ [name of Bank] of _____ [name of country] having our _____ registered _____ office _____ at _____ (hereinafter called "the Bank") are bound unto BUIDCo. Ltd. (hereinafter called "the Employer") in the sum of _____*for which payment well and truly to be made to the said Employer by the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____, 20____.

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;

OR

- (2) If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid validity :
 - (a) _____ fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) _____ fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
 - (c) _____ does not accept the correction of the Bid Price pursuant to Clause 27.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him as due to him owing to the occurrence of one or any of the three conditions, (specifying the occurred condition or conditions).

This Guarantee will remain in force up to and including the date _____** days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE _____

WITNESS _____ SEAL _____

[Signature, name and address]

- * The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 14.1 of the Instructions to Bidders.
- ** 45 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.