

PUNJAB BIOTECHNOLOGY INCUBATOR, MOHALI

TENDER DOCUMENT

For

Dismantling, Shifting, Re-installation and Commissioning of PBTI's facilities (DG Set, UPS, Electrification work, Networking and Telephone Lines etc.) from current location SCO 7-8, Phase V, Mohali (Punjab) to C-134, Phase 8, Industrial Area, Mohali (Punjab) on Turnkey basis.

2020

Punjab Biotechnology Incubator,
(Deptt. of Science, Technology & Environment, Punjab)

Sco-7-8, Phase-V,
SAS Nagar (Mohali) - 160 059,
Ph.:-0172-5020892, 895, 896

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PUNJAB BIOTECHNOLOGY INCUBATOR
(Deptt. Of Science, Technology & Environment, Punjab)
SCO : 7-8, Phase-V, SAS Nagar (Mohali)
Phone: 0172-5020596, 5020892, 5020893

E-mail: pbti2005@yahoo.com; spo.dst.sasn@punjab.gov.in, purchase.pbti.dst@punjab.gov.in

NOTICE INVITING e-TENDER no. e-tender/PBTI/Elect/2020/02

1. Punjab Biotechnology Incubator (PBTi) hereby Invites e-tenders from the bidders :

NIT no.	Name of the Work	Qty	Earnest Money (in INR)
e-tender/PBTI/Elect/2020/02	Dismantling, Shifting, Re-installation and Commissioning of PBTi's facilities (DG Set, UPS, Electrification work, Networking and Telephone Lines etc.) from current location SCO 7-8, Phase V, Mohali (Punjab) to C-134, Phase 8, Industrial Area, Mohali (Punjab) on Turnkey basis.	01	34,000/-

2. Further details regarding the eligibility criteria and other terms and conditions for the above tender are given in the Tender Document which can be downloaded from the website <https://eproc.punjab.gov.in> & www.pbttilabs.com. The tendering process shall be carried out online through <https://eproc.punjab.gov.in>. For any clarification/difficulty regarding e-tendering process, please contact 0172-2970263, 2970284.

The schedule of major activities in this regard is as under:

Sale of Tender Document	Last date and time for submission of online tenders	Date & time for Submission of Hard copies of Technical bids in the office of PBTi	Date, time and venue of Opening of Tender
30.06.2020 to 13.07.2020	13.07.2020 till 11.30 AM	13.07.2020 till 11.30 AM in Purchase Section of PBTi	Bids will be opened online on 13.07.2020 at 1500 Hrs.

3. Corrigendum/Amendment, if any will be published on website therefore, please keep visiting our website <https://eproc.punjab.gov.in>.
4. Chief Executive Officer, PBTi reserves the right to accept or reject all or any of the tender bids without assigning any reason thereof.

**Store & Purchase Officer
For Chief Executive Officer**

IMPORTANT INSTRUCTIONS FOR FILLING AND SUBMISSION OF E-TENDER

1. This is an e-tender in which tenders are being invited online and it is mandatory to submit tender in Techno-Commercial Bid online at <https://eproc.punjab.gov.in> by specified date and time. Though tender document is also available on the website of the Punjab Biotechnology Incubator (PBTI) i.e. www.pbttilabs.com, but that is just for information of prospective bidders. Online submission of bids through <https://eproc.punjab.gov.in> is mandatory.
2. Bidder must deposit Earnest Money Deposited (EMD) online as per mode specified in the website <https://eproc.punjab.gov.in>. EMD in any other mode will not be accepted by this office.
3. **Pre-Bid meeting shall be held on 06.07.2020 at 11:00 AM in the conference room of PBTI.**
4. No exemption from submission of EMD is available to any class or category of bidders. Bids for which EMD not received by PBTI shall be rejected straightaway.
5. Sealed Envelope containing Hard copies of techno-commercial bid is also required to be submitted by the date and time specified in tender document.
6. Tender document fee is to be deposited online.
7. The bidder shall read all the terms and conditions of the tender document thoroughly before submission of bids.
8. The rates are to be filled online in BoQ for the quoted items strictly as per unit pack size mentioned in the BoQ for the concerned item.
9. **It is strongly recommended, that before filling his tender, the Tenderer should visit both the facilities i.e. existing facility at SCO 7-8, Phase V, Mohali and New premises at C-134, Industrial Area, Phase – VIII, Mohali and satisfy himself as to the conditions prevalent there.**

Name of Contractor.....
.....

Name of work
.....

PUNJAB BIOTECHNOLOGY INCUBATOR, MOHALI

CONTRACT FOR WORKS

This agreement made thisDay ofBetween..... (herein after called the "Contractor") of one part and PBTI, Mohali through the Store & Purchase Officer (SPO), Punjab Biotechnology Incubator (hereinafter called PBTI) of the other part:

Whereas the Contractor has offered to execute *the job of* "Dismantling, Shifting, Re-installation and Commissioning of PBTI's facilities (DG Set, UPS, Electrification work, Networking and Telephone Lines etc.) from current location SCO 7-8, Phase V, Mohali (Punjab) to C-134, Phase 8, Industrial Area, Mohali (Punjab) on Turnkey basis and the PBTI has accepted his tendered offer for the execution of afore mentioned work. Now this agreement is as follows:

01. In this agreement, words and expressions shall have the same meanings, are respectively assigned to them as per the general conditions of contract hereinafter referred to.
02. The following documents shall be deemed to form and be construed as part of this agreement:
 - (i) "Pre-Qualification Requirements" as at Annexure 'A' to this agreement
 - (ii) The "Notice Inviting Tender" & "Instructions to tenders" to this agreement as at Annexure 'B' to this agreement
 - (iii) "Item rate tender for works" as at Annexure 'C' to this agreement.
 - (iv) "Conditions of contract" as at Annexure 'D' to this agreement.
 - (v) Additional Conditions Annexure – E to this agreement
 - (vi) Clauses of the Contract Annexure – F to this agreement
 - (vii) "Special clauses of the contract" as at Annexure – G to this agreement
 - (viii) Scope of Work as at Annexure – H to this agreement
 - (ix) Performance Bank Guarantee" as at Annexure – I to this agreement
 - (x) "Schedule of Works (Schedule of Items / Quantities) as Part - II to this agreement
03. The work will be executed strictly according to specifications and drawings relating to the work as indicated in the "Notice Inviting Tender" The schedule of items of work to be carried out will be as per approved "Notice Inviting Tender". The essential material will be arranged by the Contractor at its own.
04. All correspondence and modifications of tendered offer and acceptance letter will form part of this agreement.

05. In considerations of the payments to be made by the PBTI to the Contractor in respect of completed work or item of work, the Contractor hereby covenant with the PBTI to execute the work in conformity in all respects with provisions of this agreement.

06. The PBTI hereby covenants to pay the agencies, in consideration of execution of works, the price in the manner as specified in this Agreement.

In witness thereof the parties here to set their respective hands and seals on the day and year first above written.

In the presence of
NAME & ADDRESS

SIGNATURE OF CONTRACTOR

1.
.....

Address
.....
.....
.....

2.
.....

Signed sealed and delivered by in the capacity of
.....

In presence of NAME & ADDRESS

1
.....

Store & Purchase Officer
For & on behalf of Punjab Biotechnology
Incubator, Mohali

2
.....

PRE-QUALIFICATION REQUIREMENTS

- a. Photocopy of TAN, PAN, GST registration No.etc
 - b. Photocopy of EPF and ESI registration.
 - c. List with documentary evidence of having executed at least three (03) similar work of estimated cost for each of value not less than 40% of the estimated cost i.e. Rs.6.8 Lacs or two similar works each of value not less than 50% of the estimated cost i.e. Rs.8.5 Lacs or one similar work of value not less than 80% of the estimated cost i.e. Rs.13.6 Lacs more during the last seven (07) years ending last day of previous month to the one in which expression of interest is invited duly supported by the certificate from the clients/owners showing the satisfactory performance and time of completion (actual Vs provision in the tender). **Similar Job means:** conceptualization, designing and layout of laboratories/office/institution/organisation, supply, installation, testing and commissioning, re-location etc. of internal set-up of i.e. Electrical/Electrification work etc.
 - d. Copies of Audited Balance sheet and statement of Profit & Loss during last three years ending 31.03.2019.
 - e. If any information furnished by the bidder is, at any stage found to be incorrect, false or fabricated, the PBTI shall have the absolute right to forfeit EMD, Performance Guarantees and security deposits, in addition to cancellation of contract and other action in accordance with law, such as debarring etc. However, the amount which becomes payable for the work completed to the entire satisfaction of PBTI up-till the date of cancellation of the contract, shall be paid without prejudice to PBTI's right to recover any amount under the provisions of this contract.
 - f. An affidavit duly certified by a Notary [Attach as enclosure & refer here] that the Partners of the firm sole Proprietor or Company has never been black-Listed/ not involved in any Police Case/ Vigilance enquiry pending or ever been punished by any Hon'ble Court
1. The CEO, PBTI shall have the right to constitute Evaluation Committee to check/scrutinize the information/documents as submitted by the applicants for its satisfaction and to assess the capability of the firm to execute the work.
 2. The CEO, PBTI reserves the right to modify/relax any of the conditions while evaluating the pre-qualifications bids. It further reserves the right to reject or accept any of the bids without assigning any reasons whatsoever. PBTI is under no obligation to inform the contractors of the reason of the selection or rejection.
 3. Only those applicants who are pre-qualified under this procedure will be considered for price comparison.

PUNJAB BIOTECHNOLOGY INCUBATOR, MOHALI

NOTICE INVITING TENDER AND INSTRUCTIONS TO CONTRACTORS

Online bids in in the prescribed form are hereby invited on behalf of the Punjab Biotechnology Incubator, Mohali to Shift and setup its facilities from current location SCO 7-8, Phase V, Mohali (Punjab) to C-134, Phase 8, Industrial Area, Mohali (Punjab) on Turnkey basis.

2. **The time allowed for the completion of the work is 03 (three) month from the date of issue of Acceptance Letter in a Phased manner in consultation with PBTI as listed below:**
 - a. **Phase I:** Shifting of 1st floor of SCO 8 – **Time for completion will be fifteen (15) days from the date of issue of Acceptance Letter.**
 - b. **Phase II:** Shifting of 3rd floor of SCO 7 – **Time for completion will be One and Half (1½) months from the date of issue of Acceptance Letter.**
 - c. **Phase III:** Shifting of 3rd floor of SCO 8 – **Time for completion will be Three (03) months from the date of issue of Acceptance Letter.**
3. Phasing of the work shall be finalized in consultation with PBTI.
4. Amount of work shall be quoted in words as well as in figures in the price bid attached in this tender form (document).
5. **Tender Document Fees, Earnest Money Deposit:**
 - a. The bidder quoting for the work should deposit Tender Fee of Rs.500/- online, tender document fee cannot be clubbed with the amount of EMD.
 - b. Earnest Money amounting to Rs.34,000/- (Rupees Thirty Six Thousand Only) must be deposited online as mentioned in the tender notice. Earnest money in any other form will not be accepted.
 - c. Bids for which Earnest money, as stated above or less than the amount stipulated, not deposited shall be rejected.
 - d. Earnest money/security deposit/any other sums of the bidders lying with the PBTI in connection with any other tender/case will not be considered against this tender.
 - e. The EMD of those bidders who have been disqualified in bids shall be refunded.
 - f. The EMD of successful bidder shall be refunded after Expiry of Defect Liability Period of Three Months.
6. PBTI will not pay any interest on any deposit made by bidder in any form The offer shall remain open for Acceptance for a period of Ninety Days (90) from the date of opening of the Tender. The earnest money shall be forfeited if the contractor withdraws or modifies his offer within the validity period or fails to execute the work after the acceptance of his offer. After the forfeiture of earnest money, the contract shall be immediately nullified.
7. On acceptance of the tender, the Contractor shall either himself remain available at site of work or arrange the availability of an accredited representative, full authorized in writing, at the site of work to receive instructions of the Maintenance Engineer (ME) or his representative and to ensure prompt compliance thereof.

8. The PBTI does not bind itself to accept the lowest rate or any tender and reserves to itself, the right of accepting the whole or part of the tender and Contractor shall be bound to perform the same at the quoted rates.
9. It is strongly recommended, that before filling his tender, the Tenderer should visit both the facilities i.e. existing facility at SCO 7-8, Phase V, Mohali and New premises at C-134, Industrial Area, Phase – VIII, Mohali and satisfy himself as to the conditions prevalent there. Supply of water and power for satisfactory completion of the works contract shall be responsibility of the PBTI.
10. 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 1970), payment of wages Act 1936. Employer’s liability Act 1938, Maternity Benefits Act 1961 and the Industrial disputes Act 1947 as applicable and the rules and regulations Issued there under from time to time. Failure to do so shall amount to breach of the contract and the SPO may have discretion to terminate the contract. The Contractor shall also be liable for any pecuniary liability arising on account of violation by him of the provisions of the Act.
11. The Contractor shall bear all costs associated with the preparation and submission of his tender and the department shall in no case be liable for these costs.
12. Unless otherwise stated, the contract shall be for the whole work as described in the “Schedule of items of works”. The Contractor shall be bound to complete the whole work as described in the Scope of work and the approved working drawing, including the additional items if any, as per drawings and instructions. The certificate of completion as issued by the CEO or his/her authorized representative(s) shall be the conclusive proof of completion of work.
13. Incomplete tenders or tenders not fulfilling any of the conditions specified above are liable to be rejected without assigning any reason.
14. The Bidder shall submit the Techno-Commercial bid in as single part.
Step – 1. The bidder will get the registration done as specified in the publication notice.
Step – 2. Purchase Tender Document by making online payment in respect of this tender Rs.500/-
Step – 3. The bidder has to submit online scanned copies of all the required documents for Pre-Qualification and tender document along with BOQ/scope duly signed.
15. **Opening of Bids** - Online Techno-Commercial Bids will be opened by PBTI on **13.07.2020 at 1500 Hrs.**
16. The Contractors should quote rates in English in figures as well as in words against each item as entered in the “Schedule of Items”.

The quotation shall be clearly and legibly written and each and all pages of the tender document must be signed by the authorized signatory of the Contractor and seal affixed. Erasing or over writing shall not be allowed. Corrections in the quotations should be avoided but if this becomes unavoidable, each correction should be signed separately and without ambiguity. Signature will indicate acceptance of the contents of those tender papers by the Contractors.
17. If any information furnished by the Contractor is, at any stage found to be incorrect, false or fabricated, the PBTI shall have the absolute right to forfeit EMD, in addition

to cancellation of contract and other action in accordance with law, such as debarring etc.

18. The Punjab Biotechnology Incubator reserves the right for distributing the works amongst several Contractors if it so considered necessary.
19. Canvassing in connection with the tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable to rejection.
20. No variation in rates of materials and labour will be entertained. The rates as accepted in the tender bid shall remain FIRM throughout the period fixed for completion including the time extended by PBTI.
21. All quantities in the schedule are Provisional and likely to increase or decrease. Some of the items may be omitted altogether. No claim whatsoever shall be entertained on this account. All the other terms and conditions of Contract shall remain unaffected by such alteration.
22. While pricing the schedule of quantities the total in the 'Amount' column should be rounded off to nearest rupee. Fifty (50) paise or less to be ignored and more than fifty (50) paise to be rounded to rupee.
23. No tender bid will be considered unless the tender documents are fully and completely filled-in. The information asked for, from the Contractor must be unequivocally furnished. Any tender which is incomplete or does not comply with the prescribed conditions or stipulations as laid down in the tender document, will be liable to rejection at the time of opening or during subsequent scrutiny. The tender based on alternative design shall not be entertained and shall be summarily rejected.

ITEM RATE TENDER FOR WORKS

I/we hereby offer to execute for the Punjab Biotechnology Incubator, Mohali the work specified in the underwritten Memorandum within the time specified in such memorandum at the item of work rate entered in the Schedule referred to in the "Notice Inviting Tender" and annexed here to and in accordance, in all respects, with the specifications designed drawings and instruction in writing referred therein and in clause 11 of the " Conditions of Contract" and with such material as are provided for and in all other respects in accordance with such conditions so far as applicable.

Memorandum

- a) General Description : Dismantling, Shifting, Re-installation and Commissioning of PBTI's facilities (DG Set, UPS, Electrification work, Networking and Telephone Lines etc.) from current location SCO 7-8, Phase V, Mohali (Punjab) to C-134, Phase 8, Industrial Area, Mohali (Punjab) on Turnkey basis.
- b) Estimated Cost : Rs.17 Lacs
- c) Earnest Money : Rs.34,000/- (Rupees Thirty Four Thousand only)
- d) Performance Guarantee : 5 % of the amount of the work
- d) Time allowed for completion : 3 (Three) Months in Phased Manner from the date of issue of Acceptance Letter to the Contractor

Should this offer be accepted in whole or in part, I/We hereby agree to abide by and fulfill all the terms and provision of the said conditions of contract annexed hereto and all the terms and provisions contained in the detailed "Notice Inviting Tender" and / or in default there to forfeit and pay to PBTI the sum of money mentioned in the said conditions.

A sum of Rs.34,000/- (Rupees Thirty Four Thousand only) deposited as Earnest Money will be forfeited without prejudice to any other right or remedies to the PBTI

I should I/We (i) Withdraw or modify my/our offer during the period of validity or (ii) fail to commence the work within 10 (ten) days from the date of issue of Acceptance Letter

Dated the day of..... 2020

signature of Contractor.

Witness _____

Address _____

Address _____

Occupation _____

Telephone _____

The above offer is hereby accepted by me on behalf of the Punjab Biotechnology Incubator, Mohali.

Dated the day of 2020

Signature (Designation)

CONDITIONS OF CONTRACT

DEFINITIONS:

1. The **“Contract”** means the documents forming the tendered offer and acceptance thereof constituting a Binding contract between the PBTI and the Contractor. The tender documents including the conditions, the drawings, design, the specifications supplemented with instructions issued from time to time by the SPO and shall be binding on the parties in the stated order of precedence. All these documents taken together with the tendered offer and its acceptance shall be deemed to form the contract and shall be complimentary to one and other.
3. **“Completed Works”** shall mean, the work completed in all respects as per laid down specifications, drawings, approved NIT and to the entire satisfaction of the committee constituted by CEO.
4. The **“Contractor”** shall mean individual or firm or company whether incorporated or not under taking the work and shall include the legal personal representative or the persons comprising such form or company or the successors of such firm or company as well as the assignees of such individual or firm or company whose tendered offer has been accepted.
5. The **“Communication”** between parties are the written and signed letters notices, reminder, memorandum and instructions book or books kept at site.
6. **“Days and Months”** are calendar days and calendar months.
7. The **“SPO”** means the Store & Purchase Officer, PBTI who shall administer the contract with the assistance of his authorized subordinates, who shall be in-charge of the work and who shall sign the contract on behalf of the PBTI.
8. The **“ME”** means the Maintenance Engineer, PBTI who shall supervise the work, who shall be in-charge of the work at site.
9. The **“PBTI”** shall mean the Punjab Biotechnology Incubator, Mohali.
10. The **“Site”** shall mean the land and or other places on, into or through which work is to be executed. Under the contract or any adjacent land path or street which may be allowed to be used for the purpose of carrying out the contract.
11. The letter of Acceptance will be the letter issued by the SPO for the award of work to the contractor. The **“Start date”** is the date when contract came into existence upon the issue of “letter of acceptance” by the SPO.
12. **“Schedule of material”** shall mean the items of work to be executed at site of work pertaining to work allotted to the contractor.
13. The **“Works or work”** shall unless the context otherwise requires mean what the Contractor is required to execute and hand over to the PBTI.
14. **“Notice in writing”** All written notice shall mean a notice written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
15. **“Chief Executive Officer (CEO)”** shall mean the Chief Executive Officer, Punjab Biotechnology Incubator or any other officer in his place who shall be the Chief Executive Officer of the Punjab Biotechnology Incubator.

Note: In interpreting these **“Conditions of Contract”** singular also means plural, male means female and vice-versa.

ADDITIONAL CONDITIONS OF THE CONTRACT

1. Right is reserved without impairing the contract to order the performance of any such work or clause not contemplated in the tender as may be considered necessary to complete fully and satisfactorily the structures included in the contract. Such extra work will be done by the Contractor and he will be compensated at the rates to be agreed with the PBTI.
2. The Contractor shall produce at his own cost and expense all labour materials etc. Necessary for layout and checking up of any portion of the work whenever required by the SPO/ME or his staff and nothing extra shall be paid for any and all about or materials required.
3. The rates quoted in the schedule of work attached with the notice Inviting Tender are for complete work in all respects and include carriage of materials, royalty, Octroi and other taxes and no claim on account of fluctuation of price due to an cause shall be entertained.
4. The royalty and other taxes if any shall be paid by the Contractor direct to the respective department in accordance with their rules and regulations in force from time to time without Intervention of the Punjab Biotechnology Incubator.
5. Nothing extra shall be paid for any lead or lift unless otherwise specified for any material required for the work directly or indirectly.
6. The Contractor shall at all time keep his authorized Engineer/Agent stationed at the work who shall be available during working hours of the day. He shall be competent to carry out instruction conveyed to him by the ME or his authorized official without loss of time.
7. The shifting has to be done carefully so that no damages occur, however, otherwise, liquidated damages will be recovered from the contractor.
8. The agency will be solely responsible for safe & secure transit of Goods to the satisfaction of PBTI. In event of any damages, the loss will be charged by PBTI in any manner as deemed fit by PBTI.
9. Contractor will be responsible for any loss of material damage done to unfinished work as a result of floods and acts of god the PBTI will not be responsible for any compensation as a result of such damages, or loss to Contractor and he shall be liable to set right such damage at his own cost to the satisfaction of SPO.
10. Over writing in tenders is strictly forbidden, correction if any must be properly initialed..
11. The Contractor is not at liberty to remove the material from the site of work without the written permission of the SPO, the material which has been issued to him for use on the work.
12. The entire work shall be carried out in close co-ordination with all the Contractors. The Contractor shall not be entitled for any compensation on account of temporary stoppage of work due to other construction activities.

13. If the CEO, PBTI is satisfied that the Contractor have made a pool for giving tenders, the Contractor's concerned will be disallowed for giving tenders in future.
14. The Contractor shall provide protective feet wear, equipment to labour employed by him for the work.
15. If any condition given in the tender is contrary to the NIT provisions, the Contractor is liable to be debarred/black-listed for tendering in future.

CLAUSES OF CONTRACT

Clause-1

Performance Bank Guarantee and Security

The contractor, whose tender is to be accepted shall furnish:-

- I. A bank Guarantee of Schedule Bank in the prescribed format (specimen form attached at **ANNEXURE I**) in favour of Punjab Biotechnology Incubator for an amount of contract valid up to Six (06) months beyond the date of completion (time limit) to cover the amount of liquidated damages and/or the compensation of the breach of contract. No payment for the work done of any kind shall be released till such Guarantee is furnished. **The Performance Bank Guarantee (PBG) should be submitted before signing the agreement and it shall become part of the agreement.**

Clause-2

Compensation for Delay

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall be reckoned from the date on which the order to commence work is given to the Contractor. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence (time being deemed to be of the essence of the Contract on the part of the Contractor) and the Contractor shall pay as liquidated damages and not by way of penalty an amount equal to half (0.5%) percent or such smaller amount as the CEO may decide on the value of accepted tender for every day or part of a day that the work remains un-commenced or unfinished after the expiry of the completion date. Provided always that the entire amount of compensation to be paid under the provisions of the clause shall not exceed five (5%) percent on the value of accepted tender. Chief Executive Officer, PBTI may on representation from Contractor reduce the amount of compensation and his decision in writing shall be final.

Clause-3

Breach of Contract-Levy of Damages

The SPO may, without prejudice to other right and remedies, under the provisions of the contract or otherwise after issuing a notice, in writing and getting the final bill prepared absolutely determine the contract after levying compensation for damages of five (5%) percent of the amount of the contract, if the Contractor, commits breach of contract under any clause of the contract or in any of the following cases:-

- I. If the Contractor suspends the execution of the work and inspite of having been given a notice in writing by the SPO fails to resume the work within ten (10) days of the issue of the said notice.
- II. If the Contractor, having been given a notice in writing by the SPO, fails to rectify or replace any defective work/part or continues the execution of work in an inefficient, improper, un-workman-like manner or not in accordance with sound Engineering practices or without complying with the directions and requirements within a period of ten (10) days of the issue of said notice.

III. If the Contractor, being a company shall pass a resolution or a court shall make an order of the effect that the company shall be wound up or if a receiver or a manager on behalf of the credit or shall be appointed or if circumstances shall arise which entitle the court of creditor to appoint a receiver or manager or to make a winding up order.

IV. If the Contractor commits any of the acts or defaults mentioned in **clause 19 and 22** thereof.

Provided further, that in case action under **clause 2** as afore said levy of liquidated damages is also taken, total amount of liquidated damages and compensation for breach of contract under both the clauses shall be limited to 7.5% (seven and half percent) of the amount of the contract or the amount available with the PBTI including Bank Guarantee whichever is less. The requisite amount for which the Contractor may become liable shall be realized by en-cashing the Bank Guarantee furnished by the Contractor, as specified in clause 1 above and/or from other amounts due to the Contractor.

After the termination of the contract under this clause, the PBTI shall be at liberty to (i) get the balance work executed through some other contractual Contractor or through PBTI means or to (ii) abandon the balance work altogether or to (iii) modify the design and scope of the work in any manner. The Contractor shall have no claim-against the PBTI for treating the work in any manner deemed fit.

Clause-4

Liability of Contractor/and Powers to Take Over and Dispose of Contractor Plant

In any case, in which any of the powers conferred upon the SPO by **clause 3** hereof shall have become exercisable and these shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions here of and such power shall, notwithstanding, be exercisable in the event of any future case of default on the part of the Contractor, for which by any clause or clauses, hereof, he is declared liable to pay compensation and the liability of the Contractor for past and future compensation shall remain unaffected.

In the event of the SPO putting in force all or any of the tools vested in him under the preceding clauses, he may, if he so desires, after giving a notice in writing to the Contractor take possession of any or all tools, plants, materials and stores in or upon the works or the site thereof belonging to the Contractor or produced by him and intended to be used for execution of the work in any part hereof, paying or allowing for the same in account at the contract rates or in case of these not being applicable, at current market rates to be certified by SPO, whose certificate thereof shall be final. Otherwise, the SPO may, by giving a notice in writing to the Contractor or his agent at the site of work require him to remove such tools, plants, materials or stores from the premises within the time specified in notice. In the event of the Contractor failing to comply with any such requisition, the SPO may get them removed at the Contractor's expense or sell by auction or private sale on account of the Contractor and at his risk in all respects. The certificate of the SPO as to the expense of any such removal and the amount of proceeds and expense of any such sale shall be final & conclusive against the Contractor.

Clauses-5

Extension of Time

If the Contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the SPO (with corresponding time extension in performance Bank Guarantee) within 10 days of the date of hindrance (but before the expiry of time limit) on account of which he desires such extension as aforesaid and the CEO, PBTI shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time, as may in his opinion be necessary or proper, no application for extension of time received late or addressed to any officer other than the SPO shall be considered valid. If the Contractor fails to apply for extension as aforesaid and the work is not completed within the time limit, the contract shall be determined absolutely after action under **clauses 2 and 3** above.

Clause-6

Completion Certificate

Within ten (10) days of the completion of work, the Contractor shall give notice of such completion to the SPO & within thirty (30) days of the receipt of such notice, the committee constituted by CEO for the purpose, shall inspect the work and if there is no defect in the work, shall furnish the Contractor with a certificate of completion, otherwise a provisional certificate of completion indicating the defects (a) to be rectified by the Contractor and/or (b) for which payment will be made at reduced rates shall be issued. However no certificate provisional or otherwise shall be issued, nor shall the work be considered to be complete until the Contractor shall have removed, from the premises on which the work shall be executed, all scaffolding, surplus materials rubbish and all huts and sanitary arrangements set up for his labour on the site and cleaned off the dirt from all wood-work, doors and windows, walls, floor or other parts of the building, in upon or about which the work is to be executed or of which he may have had possession for the purpose of execution thereof and not until the works shall have been measured by the committee constituted by CEO for the purpose. If the Contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus material and rubbish, all huts and sanitary arrangements and cleaning off as aforesaid before the date fixed for the completion of work, the SPO may, at the expense of the Contractor get cleared off such dirt as aforesaid; and the Contractor shall forthwith pay the amount of all expenses as incurred and shall have no claim in respect of any such scaffolding or surplus material as aforesaid except for any sum actually realized by the sale proceed thereof.

Clause-7

Winding up of the Contract

On completion of the work, the Contractor shall hand over the same to the SPO, free from all defects, shortcomings or imperfections. He shall clear the site of all temporary works, pits, godowns, offices, sanitary, scaffolding, debris waste materials and installations. He shall also furnish the following document duly signed by him or his authorized representatives:-

- I. Variation statement showing the altered items, if any, against those provided in the original drawings.

Clause-8

Payment

- i. Prices are firm admitted, no escalation, except statutory variations during the original period of delivery. 100% payment shall be released by PBTI after completion of work and handing over the complete job to the satisfaction of PBTI.
- ii. Acceptance certificate issued by CEO - PBTI or his representative.

Clause-9

Work to be executed in accordance with Specifications, Drawings, Order etc.

The Contactor shall execute the whole and every part of the work in the most substantial and work-man-like manner both as regards, materials and labour. The Contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the SPO/ME.

Clause-10

Removal of Employees/Work Men

The SPO/ME shall have full powers at all times to objects to the employment of any workman, foremen or other employees on the work by Contractor, and if the Contractor shall receive notice in writing from the SPO requiring the removal of any such person from the work, the Contractor shall comply with the order forthwith. No such workman/foreman or other employees, after his removal from the works by order of the SPO shall be re-employed or re-instated on the work by the Contractor at any time except with the previous approval in writing of the SPO. The Contractor shall not be entitled to demand the reason from the SPO for requiring the removal of any such workman/foreman or any other employee.

Clause-11

Alteration in Specification and Designs

The CEO or SPO shall have power to make any alternation omission from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to be necessary or advisable during the progress of work, and the Contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing, signed by the SPO. Such alternations/additions or substitutions shall not invalidate the contract any altered, additional or substituted work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to the main work and the same rates as are specified in tender for the main work. The time of completion of the work shall be extended in the proportion that the altered, additional or substituted works bears to be original contract work and the certificate of the CEO shall be conclusive as to such proportion. The rates for such additional altered or substituted work shall be determined in accordance with the following provisions in their respective order:-

- I. If the rates for the additional, altered or substituted work are specified in the contract for the work the Contractor is bound to, carry out the additional,

altered or substituted work at the same rates as are specified in the contract for the work.

- II. If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- III. If the rates cannot be determined as provided in (i) and (ii) above then such work shall be paid at the rates entered in DSR plus prevalent index at the time of execution.
- IV. If the rates for the altered, additional or substituted work cannot be determined in the manner specified in clauses i., ii. & iii. above, then the Contractor shall within seven (07) days of the date of his receipt of the order to carry out the work inform the SPO of the rate or rates which he intends to charge for such class of work supported by analysis of the rate in support of rates/claimed. The committee constituted by CEO for the purpose shall determine the rate on the basis of prevalent market rates plus 15% Contractor's profit and overhead charges and pay the Contractor accordingly.

However the SPO, by notice in writing, will be at liberty to cancel the order given to the Contractor, provided always that if the Contractor shall have commenced work or incurred any expenditure in regard thereto before the rates shall have been so determined, then in such case he shall be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the committee constituted by CEO for the purpose. In the event of dispute, the decision of the Chief Executive Officer, PBTI shall be final.

Clause-12

No Compensation for Alternation in or Restriction in Works

If at any time, after the commencement of the work the PBTI shall for any reason what-so-ever not required the whole or part thereof as specified in the contract to be carried out, the SPO shall give notice in writing of the fact to the Contractor, who shall have no claim to any payment or compensation what-so-ever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of work not having been carried out, neither shall have any claim for compensation by reason of any alternation having been made in the original specifications, drawings, designs and instigations which shall involve any curtailment of the work originally contemplated.

Clause-13

Action and Compensation Payable in Case of Bad Work

If it shall appear to the SPO/ME, or his subordinate in Charge of the work that any work has been executed with unsound, imperfect, un-skilful workmanship or with materials of any inferior description or that any articles or materials provided by the Contractor for the execution of work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the Contractor shall, on demand in writing by the SPO specifying the work, materials or articles complained of, notwithstanding that the same have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in

part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost. In the event of his failing to do so, within a period to be specified by the SPO, in his demand aforesaid, the Contractor shall be liable to pay compensation at the rate of 1% (one percent) of the estimated amount for every week not exceeding five (05) weeks, while his failure to do so shall continue and in the case of such failure, the SPO may rectify or remove and re-execute the work or remove and replace with other, the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.

Clause-14

Works to be Open to Inspection

All work under or in course of execution or executed in pursuance of the contract shall at all times be opened to the inspection and supervision of the SPO and his Senior/subordinates and the Contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the SPO or his senior/subordinates to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions or have a responsible agent, duly accredited in writing, present for that purpose. Orders given to a Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

Clause- 15

Notice to be Given before Work is Covered Up

The Contractor shall give not less than ten (10) days notice in writing to the SPO of his subordinate-in-Charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct-dimensions thereof may be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the SPO or his subordinate in charge of the work and if any work shall be covered up or, placed beyond the reach of measurement, without such notice having been given or consent obtained, the same shall be uncovered at Contractor's expense or in default there of no payment or allowance shall be made for such work or of the material with which the same was executed.

Clause-16

Contractors to Supply Materials, Plant, Scaffolding

The Contractor shall arrange and supply at his own cost all materials Plant, tools, applications, implements, ladders, cordage tackle, scaffoldings, and temporary works requisite or proper for effective execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to by these conditions or not all which may be necessary for the purpose of satisfying or complying with the requirements of the SPO as to any matter which under these conditions he is entitled to be satisfied or which he is entitled to require together with the carriage there of to and from the work. The Contractor shall also supply free of charge the requisite number of persons with the

means and materials necessary for the purpose of setting out work or materials. Failing his so doing the same may be SPO at the expense of the Contractor and his expense may be deducted from any amount due to the Contractor under the contract or from his security deposit. The Contractor shall also provide necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect to the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the Contractor be paid to compromise any claim by any such person.

Clause-17

Labour Laws

The Contractor shall comply with all the provisions of Minimum Wages Act 1948, Workman's Compensation Act 1923, Contract Labour (Regulation and Abolition) Act 1970 and the rules framed there under the Payment of Wages Act 1936, Employee's Liability Act 1938. Maternity Benefits Act 1961. The Apprentices Act 1961 and rules framed there under and the Industrial Disputes 1947 as amended from time to time. He shall also make satisfactory arrangements for labour huts, protection of health and sanitary arrangement, for the workmen employed on the work.

In every case in which by virtue of provisions of the Contract labour (Regulation and Abolition) Act 1970, and of the contract labour rules, PBTI is obliged to pay any amount of wages to a workman employed by the Contractor in execution of the works or to incur any expenditure in providing welfare providing welfare and health amenities required to be provided under the above said Act and the rules under the PWD Contractor's Labour Regulations amended from time to time, the protection of health and sanitary arrangements for workers employed by Contractor. The PBTI will recover from the Contractor the amount of wages so paid or the expenditure so incurred under without prejudice to the right of the PBTI under section 20 sub-section (2) and section 21 sub-section (4) of the Contract Labour (Regulation and Abolition) Act 1970. PBTI shall be liberty to recover such amount or any part thereof by deducting if from the security deposit or from any sum due by PBTI to the Contractor whether under this contract or otherwise. PBTI shall not be bound contest any claim made against it under section 20 sub section (I) and section (21) Sub section (4) of the said Act except on the written request of the Contractor and upon his giving to the PBTI full security for all costs for which this PBTI might become liable in contesting such claim.

Clause-18

Contractors Liable for Payment of Compensation to Injured Workman in Case of Death

In every case in which by virtue of the provision of the section 12, sub-section (I) of the workman's compensation Act 1922, the PBTI is obliged to pay compensation to a workman employed by the Contractor in execution of work , the PBTI will recover from the Contractor the amount of compensation so paid and without prejudice to the rights of PBTI under section 12, Sub Section (ii) of the said Act, the PBTI shall be at liberty to recover such amount of any part thereof by deducting it from the security deposit or from any sums due by the PBTI to the Contractor whether under this contract or otherwise PBTI shall not be bound to contest any claim made against it under section 12, Sub-section (I) of the said Act except on the written request of the

Contractor and upon his giving to PBTI full security for all costs for which the PBTI might become liable in consequence of contesting such claim.

Clause-19

Work not to be Sub-Let

The Contractor shall not assign or sub-let without the written approval of the SPO employment of labour on piece rate basis shall not however be deemed Sub-letting. If the Contractor shall assign or sublet his contract or attempts to do so without the approval as aforesaid or become insolvent or commence any on solvency proceedings or make any composition with his creditors or attempt to do so or if any bribe, gratuity, gift, loan perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the Contractor or any of his servants or agents to any public officer or person in the employ of the PBTI in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the SPO may absolute there-upon terminate the contract as specified in **clause 3** and in the event the said course being adopted, the consequences in the said **clause 3** shall ensure.

Clause-20

Deduction of PBTI Dues on any Account whatsoever to be Permissible

Any excess payment made to the Contractor inadvertently or otherwise under this contract or on any account whatsoever and any other sum found to be due to the PBTI by the Contractor in respect of this contract or any other contract or work order or on any account whatsoever may be deducted from any sum payable by the PBTI to the Contractor either in respect of this contract or any work order or contract or on any other account.

Clause-21

Change in Constitution

Where the Contractor is a partnership firm, the previous approval in writing of SPO shall be obtained before any change is made in the constitution of the firm where the Contractor is an individual or a Hindu-Undivided Family business concern, such approval as aforesaid, shall likewise be obtained before the Contractor enters into any partnership agreement, where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If previous approval as aforesaid is not obtained, the Contractor shall deemed to have been assigned in contravention of **clause 19** here of and the same action may be taken and the same consequences shall ensured as provided in the said **clause 19**.

Clause-22

Directions of the Chief Executive Officer

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the CEO or his/her authorized representative, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried out.

Clause-23

Extra Ordinary Claims

No claim for payment of an extra ordinary nature, such as claims for bonus, for extra labour employed in completing the work before the expiry of the contractual period at the request of SPO or claims for compensation where work has been temporarily brought to a standstill though no fault of the Contractor, shall be allowed.

Clause-24

Disputes and Arbitration

- I. If any dispute of difference of any kind whatsoever shall arise between the PBTI/its authorized representative and the Contractor in connection with or arising out of this contract or the execution of work there under.
- II. Whether before its commencement or during the progress of work or after the termination, abandonment or breach of the contract, it shall, in the first instance, be referred for settlement to the SPO of the work and he shall , within a period of fifteen (15) days after being requested in writing by the Contractor to do so, convey his decision to the Contractor, such decision in respect of every matter so referred shall, subject to arbitration as hereinafter provided, be final and binding upon the Contractor. In case the work is already in progress, the Contractor shall proceed with the execution of the work on receipt of the decision of the SPO as aforesaid with all due diligence, whether any of the parties requires arbitration as here-in-after provided or not.
- III. If the SPO has conveyed his decision to the Contractor and no claim for arbitration has been filled by the Contractor with in a period of fifteen (15) days from the receipt of the letter communicating the decision, the said decision shall be final and binding upon the Contractor and will not be a subject matter of arbitration at all.
- IV. If the SPO fails to convey his decision within a period of fifteen (15) days after being requested as aforesaid the Contractor may within further fifteen (15) days of the expiry of the final thirty (30) days from the date on which the said request was made by the Contractor refer the dispute for arbitration as hereinafter provided.
- V. All disputes or differences in respect of which the decision is not final and conclusive shall at the request of either party made in a communication sent through registered A.D post be referred for arbitration to the Chief Executive Officer, Punjab Biotechnology Incubator, Mohali . The Chief Executive Officer shall appoint a Sole Arbitrator for arbitration on receipt of a request from either party.
- VI. Chief Executive Officer, Punjab Biotechnology Incubator shall have the authority to change the arbitrator, on an application by either the Contractor or the SPO requesting change of arbitrator giving reasons thereof, either before the start of the arbitration proceedings or during the course of such proceeding. The arbitration proceedings would stand suspended as soon as an application for change of Arbitrator is filed before the Chief Executive Officer after and notice thereof given by the applicant to the arbitrator. The Chief Executive Officer after hearing both the parties pass a speaking order rejecting the application or accepting to change the Arbitrator simultaneously appointing Arbitrator under the contract. The new Arbitrator so appointed

may enter upon the reference a fresh or he may continue the hearings from the point these were suspended before the previous Arbitrator.

- VII. The reference to the Arbitrator shall be made by the claimant party within sixty (60) days from the date of dispute of claim arises during the execution of work. If the claim pertains to rates or recoveries introduced in the final bill the reference to the Arbitrator shall be made within 3 (three) calendar months from the date of payment of the final bill to the Contractor or from the date a registered notice is sent to the Contractor to the effect that his final bill is ready by the SPO(Whose decision in this respect shall be final and binding) whichever is earlier.
- VIII. It shall be an essential term of this contract that in order to avoid frivolous claims the party invoking arbitration shall specify the disputes based on facts and calculations stating the amount claimed under each claim and shall furnish a "deposit at call" for 10% (ten) percent of the amount claimed, on a schedule bank in the name of the arbitrator by his official designation who shall keep the amount in deposit till the announcement of the award. In the event of an award in favour of the claimant the deposit shall be refunded to him in proportion to the amount awarded with respect to the amount claimed and the balance, if any, shall be forfeited and paid to the other party.
- IX. The provisions of the Indian Arbitration Act 1996 or any other statutory enactment there under or modification raised thereof and for the time being in force shall apply to the arbitration proceedings under this clause.
- X. The arbitrator shall award separately giving his award against each claim and dispute and counter claims raised by either party giving reasons for his award. Any lump sum award shall not be legally enforceable.
- XI. The independent claims of the party other than the one seeking arbitration as also the counter claims of any party shall be entertained by the Arbitrator.
- XII. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The work under the contract shall continue during the arbitration proceedings.
- XIII. The stamp fee due on the award shall be payable by the party as desired by the Arbitrator and in the event of such party's default the stamp fee shall be recoverable from any other sum due to such party under this or any other contract.
- XIV. Neither party shall be entitled to bring a claim for arbitration, if it is not filled as per the time period already specified or within 3 (three) months of the following:-
 - a. of the date of completion of the work as certified by the SPO or
 - b. of the date of abandonment of the work or breach of contract under any of its clauses, or
 - c. of its non-commencement or no resumption of work within 10 (ten) days of written notice for commencement or resumption as applicable, Or

- d. of the cancellation, termination or withdrawal of the work from Contractor in whole or in part and/or revision or foreclosure of the contract, or
- e. of receiving an intimation from the SPO that the final payment due or recovery from the Contractor had been determined, for the purpose of payment/adjustment whichever is the latest.

If the matter is not referred to arbitration within the period prescribed above, all the rights and claims of either party under the contract shall be deemed to have been forfeited and absolutely barred by time for arbitration and even for civil litigation

- XV. No question relating to this contract shall be brought before any civil court without first invoking and completing the arbitration proceedings, if issue is covered by the scope of arbitration under the contract. The pending of arbitration proceedings shall not disentitle the SPO to terminate the contract and to make alternate arrangement for the completion of the works.
- XVI. The expiry of the contractual time limit, whether originally fixed or extended, shall not invalidate the provisions of this.

Clause-25

Specifications

The technical specifications for this tender are described in BOQ/Scope. The work will be executed as per these specifications.

A. Coordination with Other Contractors

The Contractor shall maintain close-co-ordination and afford necessary facilities to other Contractors executing other works like aluminum partitioning, Water Supply, Sewerage and external services etc. No claim additional payment on this account shall be entertained.

Clause-26

A. Income Tax

Income tax shall be deducted at source as per provisions of the Income tax Act and a certificate of such deduction made in each financial year shall be furnished to the Contractor by the disbursing officer.

B. GST, work tax and Other Taxes

GST, turnover tax, work tax and any other tax shall also be deducted from the bills of the Contractor if so directed by the authorities concerned.

C. Local Law and Levies

The Contractor shall comply with the proper by laws and legal orders of the local body or public authority under the jurisdiction of which the works is executed and pay all fees and charges for which he may be liable. Nothing extra shall be payable on this account.

Clause-27

Acts of God

No claim whatsoever shall be entertained for any loss or damage caused by rain, flood or any other natural causes or other acts of God.

Clause-28

Jurisdiction

The jurisdiction of Civil Court for matters under dispute shall be SAS Nagar (Mohali).

Clause-29

The terms and conditions of the Agreement have been explained to me/us and I/We certify that I/We clearly understand the same.

Clause-30

The excess payment made to the Contractor shall be recovered.

SPECIAL CLAUSES OF THE CONTRACT

Clause 1

DRAWINGS

Drawings showing the area where new labs/offices to be setup are attached at **ANNEXURE - J**. The tender drawings are for guidance of the contractors.

Clause 2

AUTHORITIES NOTICES AND PATENTS

The selected Contractor will have to conform to the provisions of all local byelaws and acts relating to the works in respect of regulations etc. of the Government and local authorities and of any company, which may be required. The Contractor must pay to such authorities all charges payable for the purpose of construction and include the same in his tendered prices.

The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the Regulations and other Public Utility Companies and/or Authorities in accordance with whose regulations the work is proposed to be done and shall before making any variations from the Drawings or Specification that may be necessitated by so conforming give to the SPO written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within seven (07) days receive such instructions he shall proceed with the work conforming to the provisions. Regulations or Byelaws in question, and any variation so necessitated shall be dealt with under clause “Variation not to vitiate Contract”.

The Contractor shall bring to the attention of the SPO all notices required by the said Acts. Regulations or Byelaws to be given to any authority and pay to such Authority or to any Public Office all fees that may be properly chargeable in respect of the works and lodge the receipts with the SPO.

The Contractor shall indemnify the PBTI against all claims in respect of patent rights and shall defend all actions arising from such claims and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.

Clause 3

MATERIALS AND WORKMANSHIP TO CONFORM TO DESCRIPTION

All materials workmanship shall so far as procurable of the respective kinds described in the Schedule of Quantities and/or Specification and in accordance with the SPO instructions and the Contractor shall upon the request of the SPO furnish them with all invoices, accounts, receipts and other vouchers to prove that the materials are in accordance therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials, which the SPO may require.

Clause 4

SCHEDULE OF QUANTITIES, DRAWINGS AND SPECIFICATIONS

Any error in description or in quantity or any omission of items from the schedule of quantities shall not vitiate the Contract but shall be rectified and the value thereof as ascertained on **Clause-11 “Alteration in Specification and Designs” of the clauses of the Contract (Annexure – ‘F’)** hereof shall be added to or deducted from the Contract amount (as the case may be) provided that there shall be no rectification of errors in the Contractor’s schedule of rates.

The specification, schedule of quantities and drawings are to be considered as explanatory of each other and should anything appear in the one that is not described in the other no advantage shall be taken to any such omission. Should any discrepancies or inconsistencies however appear, or should any misunderstanding arise as to the meaning and import of the Specification, Schedule of Quantities or Drawings or as to the dimensions or the quality of the materials or the due and proper execution of the works executed under this Contract or as extras thereupon, the same shall be explained by the SPO/ME and their explanation shall be final and binding upon the Contractor and the Contractor shall execute the work according to such explanation and without extra charge or deduction to or from the price specified in the schedule of quantities and rates and shall also do all such works and things as may be necessary for the proper completion of the works as implied by the specification, schedule of quantities and drawings, even though such works and things are not specially shown and described therein.

If the Contractor finds any discrepancy in the drawings or between the drawings, schedule of quantities and specification, he shall immediately and in writing refer the same to the SPO, who shall decide in consultation with the CEO which is to be followed and that decision shall be final in this matter.

Clause 5

SUFFICIENCY OF SCHEDULE OF QUANTITIES

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and the prices stated in the Schedule of Quantities and/or the schedule of rates and prices which rates and prices shall cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.

Clause 6

MEASUREMENT OF WORK

The Contractor will deploy qualified technical staff for the execution of the work and recording the measurements.

The measurements recorded will be jointly checked by the technical staff of the Contractor and PBTI. Based on these checked measurements, abstract of quantities and abstract of cost will be prepared by the Contractor.

The Bill showing abstract of cost shall then be prepared by the Contractor and submitted to the SPO for checking and payment.

Unless otherwise mentioned in the schedule of quantities, the measurement will be net quantities of the work produced in accordance with up-to-date rules laid down by

the Bureau of Indian Standards. In the event of any dispute with regard to the measurement of the work executed the decision of the SPO shall be final and binding.

Clause 7

DEFECT LIABILITY PERIOD

Any defects or other faults which may appear within the "Three Months from date of completion", arising in the opinion of the SPO from materials and/or workmanship not in accordance with the Contract, shall upon the directions in writing of the SPO and within such reasonable time as shall be specified therein, be amended and made good by the Contractor at his own cost, and in case of default the PBTI may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer upon the SPO certificate in writing, from any money due or that may become due to the Contractor or the Employer may in lieu of such amending and making good by the Contractor, recover from the Contractor any expenses the Employer may have incurred in connection therewith. Should any defective work be done or materials supplied by any sub-Contractor employed on the works who has been nominated or approved by the SPO the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this clause and clause for "Scope of Contract" hereof. The Contractor shall remain liable under the provisions of this clause notwithstanding the signing by the SPO of any Certificate or the passing of any accounts.

Clause 8

REFUND OF DEPOSIT

If the Contractor shall duly and faithfully carryout the provisions of these presents and shall duly satisfy all claims properly chargeable against him hereunder, the deposits made in terms of the Contract and the amounts retained shall after the expiry of the period of three months during which the Contractor is responsible for the defect liability be repaid or paid as the case may be to the Contractor, on receipt of a written application from him for the said refund.

Clause 9

DAMAGE AND FORFEITURE OF DEPOSIT

In case of failure on the part of the Contractor at any time during the continuance of this Contract to comply with any of the conditions herein contained or in case of the breach of any portion of this Contract or if the Punjab Biotechnology Incubator shall enter and determine the Contract, the Contractor shall be liable to make good to the Punjab Biotechnology Incubator the difference, if any, between the costs of completion as aforesaid and the costs mentioned in schedule of quantities and all other charges and expenses as shall or may in any way be incurred or sustained and the Punjab Biotechnology Incubator shall be at liberty to retain the said sums from any amount that shall become due and payable to the said Contractor and without prejudice to the provisions hereof the said Punjab Biotechnology Incubator shall be entitled to forfeit the amount deposited by the Contractor with the Punjab Biotechnology Incubator and amount retained by the Punjab Biotechnology Incubator under clause 11 hereunder or to assess the loss or damage which they have suffered

by reason of such failure or breach and to appropriate the said deposit towards such loss or damage without resource to a Court of Law and without prejudice to any right of recovery by other means.

Clause 10

PUNJAB BIOTECHNOLOGY INCUBATOR'S LIEN

The Punjab Biotechnology Incubator shall have a lien on and over or any money that may become due and payable to the Contractor under these presents, and/or also on and over the deposit of security amount or amounts made under this Contract and which may become repayable to the Contractor under the conditions in that behalf herein contained, for or in respect of any debt or sum that may become due and payable to the Punjab Biotechnology Incubator by the Contractor either or jointly with another, and either under this or under any other Contracts or transactions of any nature whatsoever between the Punjab Biotechnology Incubator and the Contractor.

Electrical scope of Work for Shifting of PBTI's existing facilities from SCO 7-8, (1st & 3rd Floor), Phase V, SAS Nagar to C-134 (Ground & 1st Floor), Industrial Area, Phase VIII, SAS Nagar

1. Diesel Generator :- 125KVA x 2 No's

- (i) Dismantling, Packing, safe transportation & storage of Diesel Generators including AMF panels etc complete in all respect

2. UPS :- 40 KVA x 3 No's, 20 KVA x 3 No's

- (i) Dismantling, Packing, safe transportation & reinstallation of UPS systems including battery banks & successful commissioning complete in all respect including designing & execution of UPS supply distribution as per proposed layout.

3. Electrification Work:-

- (i) Dismantling, Packing, safe transportation, designing & re-installation of Electrical panel, VTPN DB & Distribution Boards, Switch/Sockets, fans, lights, Cables/wires (except inside the labs) etc. commissioning complete in all respect as per proposed layout. Earthing, wherever required is included in the scope of work. Distribution of Raw power and UPS power as per layout plan shall be in the scope of work. Job includes any extra cable/wire required to complete the job
- (ii) Dismantling, Packing, safe transportation of Air Conditioners (52 Split & 2 Window type) from PBTI's existing facility SCO 7-8, Phase V, SAS Nagar.
- (iii) Re-installation of dismantled air-conditioners (approx 20 No's) at new facility as per requirement of PBTI at C-134, Phase VIII, SAS Nagar.

4. Networking & Telephone Lines:-

- (i) Dismantling, Packing, safe Transportation, designing, re-installation of communication system including Server, telephone lines etc as per proposed layout complete in all respect.
- The Scope shall also include all such items which may not have been specifically mentioned but which otherwise are required to complete the job.
 - Design & detailed drawing shall be got approved from PBTI before execution of work at site.
 - Line diagram for the final work executed is required to be submitted in duplicate.

FORMAT FOR PERFORMANCE BANK GUARANTEE

(Undertaking from the supplier on a Non Judicial Stamp Paper of Rs. 5/- duly attested by Notary)

To

Name of employer _____

Address of employer _____

WHEREAS (Name and Address of contractor)

_____ (Hereinafter called "the contractor") has undertaken, in pursuance of contract No _____ date _____ to execute (Name of contract and brief description of works) "Dismantling, Shifting, Re-installation and Commissioning of PBTI's facilities (DG Set, UPS, Electrification work, Networking and Telephone Lines etc.) from current location SCO 7-8, Phase V, Mohali (Punjab) to C-134, Phase 8, Industrial Area, Mohali (Punjab) on Turnkey basis" called "the contract".

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract.

AND WHEREAS we have agreed to give the contractor such a bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contract, up to a total amount of Guarantee _____ (In words) _____. We undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of amount of Guarantee _____ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modifications of the terms of the contract or of work to be performed there under or any of the contract documents which may be made between you and the Contractor shall in any way relieve us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid for the period of six (06) months until the date _____ Months after the issuing of the completion certificate.

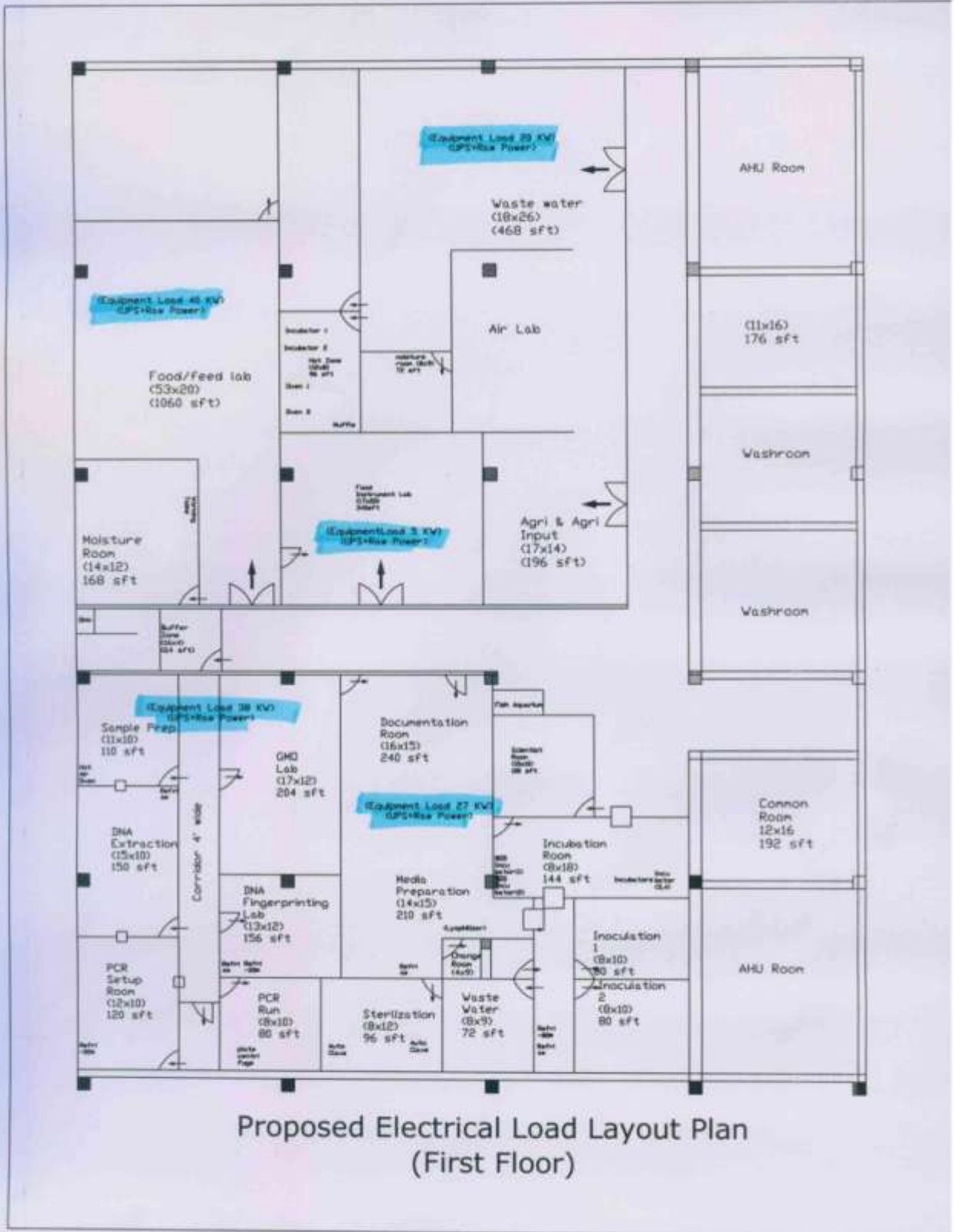
SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

Layout plan of C-134, First Floor, Phase VIII



Tender Document Part II

COMMERCIAL BID / PRICE BID

(SCHEDULE OF QUANTITIES)

Dismantling, Shifting, Re-installation and Commissioning of PBTI's facilities (DG Set, UPS, Electrification work, Networking and Telephone Lines etc.) from current location SCO 7-8, Phase V, Mohali (Punjab) to C-134, Phase 8, Industrial Area, Mohali (Punjab) on Turnkey basis:

S.No.	Item Description	Qty	Unit	Rate per Unit (Rs.)	Amount (Rs.)
1.	Diesel Generator – 125KVA x 2 No's Dismantling, Packing, safe transportation & storage of Diesel Generators including AMF panels etc complete in all respect	1	Job		
2.	UPS - 40 KVA x 3 No's, 20 KVA x 3 No's Dismantling, Packing, safe transportation & reinstallation of UPS systems including battery banks & successful commissioning complete in all respect including designing & execution and commissioning of UPS supply distribution as per proposed layout.	1	Job		
3.	Electrification Work - i. Dismantling, Packing, safe transportation, designing & re-installation of dismantled Electrical panel, VTPN DB & Distribution Boards, Switch/Sockets, fans, lights, Cables/wires etc. commissioning complete in all respect as per proposed layout. Earthing, wherever required is included in the scope of work. Distribution of Raw power and UPS power as per layout plan shall be in the scope of work. Job includes any extra cable/wire required to complete the job. ii. Dismantling, Packing, safe transportation of Air Conditioners (52 Split & 2 Window type) from PBTI's existing facility SCO 7-8, Phase V, SAS Nagar. iii. Re-installation of dismantled air-conditioners (approx 20 No's) at new facility as per requirement of PBTI at C-134, Phase VIII, SAS Nagar.	1	Job		
4.	Networking & Telephone Lines - Dismantling, Packing, safe Transportation, designing, re-installation of communication system including Server, telephone lines etc as per proposed layout complete in all respect.	1	Job		
5.	Less: Cost of Dismantled unused/obsolete material as buyback	1	Lot		

Total _____

Rebate, if any, _____

Net Amount: -in fig.: _____

in words: _____

Notes:

- 1) Item(s) for which no rate price has been entered it will not be paid when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- 2) Where there is a discrepancy between the rate in figures and words, the rates in words will govern.
- 3) Where there is a discrepancy between the unit rate and total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern.
- 4) The contractor should quote through rate of each item in words & figures
- 5) If any contractor offer any rebate the same should be given in figures and as well as in words.
- 6) The item rate shall also include for any such item(s) which though, not mentioned/described specifically, in the tender document but is otherwise essentially required to complete the job in totality for the desired performance.

Signature with stamp of the Contractor