

தமிழ்நாடு மத்தியப்
பல்கலைக்கழகம்



CENTRAL
UNIVERSITY OF
TAMIL NADU

தமிழ்நாடு கெந்திரிய
விஸ்வவித்யாலய

ESTABLISHED BY AN ACT OF PARLIAMENT IN 2009

நீலக்குடிபரிசர்/Neelakudi Campus ,திருவாரூர்/Thiruvarur- 610 005

estate@cutn.ac.in

04366 277 466

Estate Section (Civil)

TENDER DOCUMENT

(Two bid system)

“TECHNICAL BID”	
Tender Id no	CUTNCVL20202103
Tender Ref. no	CUTN/ENGG/CVL/Tender/2020-21/03
Name of Work	Establishment of Bio Safety Level-2 (BSL-2) Laboratory and Associated works on Turnkey Basis at Central University of Tamil Nadu, Thiruvarur.
Value of Work	Rs. 19,27,627/-
Period of Work	12 Weeks
Date of issue of Tender	01.10.2020
Last Date & Time for Receipt of Tenders	22.10.2020 upto 15:00 Hrs.



तमिलनाडु केन्द्रीय विश्वविद्यालय

) संसदद्वारा पारित अधिनियम 2009 के अंतर्गत स्थापित

CENTRAL UNIVERSITY OF TAMIL NADU

(Established by an Act of Parliament, 2009)

नीलकुडी परिसर/Neelakudi Campus, तिरुवारूर/Thiruvarur- 610 005

Estate Section

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NOTICE INVITING TENDER (NIT)

01	Tender Ref. no	:	CUTN/ENGG/CVL/Tender/2020-21/03
02	Name of work	:	Establishment of Bio Safety Level-2 (BSL-2) Laboratory and Associated works on Turnkey Basis at Central University of Tamil Nadu, Thiruvarur.
03	Estimated cost	:	Rs. 19,27,627/-
04	Earnest Money Deposit (EMD) fee (Refundable)	:	Rs. 38,552/- (In the form of Demand Draft drawn in favour of Central University of Tamil Nadu payable at Thiruvarur .)
05	Tender document fee	:	NIL
06	Validity of Tender	:	90 days (From the date of opening of Financial bids)
07	Type of Tender (Works/Goods/Services)	:	Works (Civil/ Electrical and Laboratory works contract)
08	Completion time	:	12 Weeks (From the date of commencement of the work which will be calculated from the date of handing over of site to the contractor.)
09	Maintenance Period/Warranty	:	01 Year (From the date of actual completion of the entire work & handing over to Central University of Tamil Nadu, Thiruvarur)
10	Date of issue	:	01.10.2020
11	Date & time of Pre-bid meeting	:	Admin building, CUTN. On 12.10.2020 at 15.00 Hrs,
12	Last date & time for receipt of Tenders	:	22.10.2020 upto 15:00 Hrs (Office time)
13	Date & time of bid opening	:	
	(a) Technical bid opening	:	22.10.2020 at 15:30 Hrs (Office time)
	(b) Financial bid opening	:	(Will be intimated through email separately, for those who are technically qualified based on the evaluation as per the conditions specified in the tender document.)
14	Address for submission of Tender	:	The Register , Central University of Tamil Nadu, Neelakudi campus, Thiruvarur, Tamil Nadu - 610 005. With a mark of kind attention to: The Executive Engineer, Engineering section, CUTN, Thiruvarur.
15	Procedure for submission of Tender	:	1 st Cover: EMD details. 2 nd Cover: Technical Bid. 3 rd Cover: Financial Bid. 4 th Cover: Larger outer cover (Wrapper) containing covers 1, 2 & 3. (All the covers must be marked separately)
• Bidders are advised to regularly check our website (www.cutn.ac.in) for any corrigendum/amendments till the opening of tender. All pages should be signed by bidder. The tender document contains 1 to 48 pages.			

Registrar,

Central University of Tamil Nadu, Thiruvarur invites Pre-Qualification application and Bids from competent and experienced agencies having sound technical knowledge, expertise and experience of Establishment of High Containment Laboratories of BSL-2 or Higher for **Establishment of Bio Safety Level-2 (BSL-2) Laboratory and Associated works on Turnkey Basis at Central University of Tamil Nadu, Thiruvarur.**

The prospective Bidder's are advised to read the Bid documents carefully and visit the site, at their own cost, to understand the site and to assess the work requirement and scope.

1.0 PREQUALIFICATION CRITERIA

The Bidder shall meet the following Prequalification Criteria:

Clause No.	Pre-Qualification Criteria	Details of Compliance by the Bidder	Supporting Documents attached by the Bidder
1.1	<p>The Bidder shall have experience of having successfully executed and completed minimum Three Works of Construction and Establishment of High-risk Containment Laboratories of Biosafety Level-2 (BSL-2) or Higher Level at HVAC & HEPA filtration for Laboratory Animal House in Central/State Government Department/ Institution, in the last 7 years. Copy of the Work Orders & Completion Certificates from Clients shall be submitted. On completion of the work, Validation has to be done for these labs. Validation Capability shall be proved, duly signed by the Client for the above Orders. All tests listed in this Tender shall be mentioned & carried out.</p> <p>The experience of complete works shall be in the name of Bidder Company. Experience of completed works in Subsidiary/Group Company, Joint Venture Company or as sub-contractor shall not be considered and accepted.</p>		
1.2	<p>The Bidder shall have an average annual turnover of minimum Rs. 5.8 Lakh in the last 3 financial years (i.e. F/Y 2017-18, 2018-19 & 2019-20). Copy of Audited Balance Sheets for all the three financial years shall be submitted.</p>		
1.3	<p>The Bidder shall have minimum solvency of Rs. 7,71,050/- Solvency Certificate from the Bidder's Banker shall be submitted.</p>		
1.4	<p>The Bidder shall be a registered and established firm in India in similar business since more than 3 years. Copy of Registration/ Certificate of Incorporation shall be submitted.</p>		

1.5	The Bidder shall have the following minimum Qualified and Experienced personnel for the successful completion of the works					
	Role / Responsibility	Educational Qualification	Min. Work Experience	Number of personnel to be made available for the work		
	Project Manager	B. Tech	6 Years	01		
	Site Supervisor	Diploma/ITI	4/7 Years	01		
<p>a. The site supervisor shall have experience of working on BSL-2 Laboratories project/sand shall be deputed at site for the entire Project duration.</p> <p>b. Bio-data of the personnel available with the Bidder meeting above requirement of qualification and experience shall be submitted.</p>						
1.6	The Bidder shall have the experience and setup for providing Operation and Maintenance Services for similar BSL-2 or higher containment laboratories. Details shall be submitted along with copies of work orders from the client.					
1.7	The Bidder shall not have been blacklisted, debarred or expelled by Union Government/State Governments/ PSU's etc. during the last 3 years. The firm shall submit an affidavit duly notarized certifying the above.					
1.8	The Bidder shall have valid PAN Number, Works Contract/ GST Registration, Service Tax Registration, ESIC & PF Registration with the appropriate concerned regulatory authorities. Copy of registration certificates shall be submitted.					

The Bidder shall meet all the above Prequalification Criteria. Bidder/s not meeting any of the above Prequalification Criteria shall be disqualified and his Bid shall be summarily rejected.

2.0 GENERAL INFORMATION AND DETAILS

- 2.1 Joint Venture Bids are not permitted and shall not be accepted or considered and shall be summarily rejected.
- 2.2 The Bidder shall provide and submit information and details regarding litigation/ Arbitration cases, if any, for the last five years.
- 2.3 The Bidder shall provide and submit information about projects of similar nature (Biosafety Laboratory Project Works) executed and completed during the last 7 years indicating the name of work, Total Value of the Project, Date of Completion, Time Overrun & Cost overrun (if any) with reasons and name and contact number of officer/s where reference can be made.

- 2.4 Details of key management and technical personnel available with the firm specifying their qualification and work experience shall be submitted. The proposed project organization chart for the project work shall be submitted clearly specifying the roles and responsibilities of the personnel.
- 2.5 The Bidder shall submit details of manufacturing setup/facility, if any, owned by the firm. List of items and components manufactured by the Bidder and proposed to be used for the work shall be submitted, also indicating similar laboratory facilities where such items and components have been supplied and installed.
- 2.6 If any information furnished by the Bidder is found incorrect at any stage, the submitted Bid shall be rejected and the Bidder shall be liable to be debarred from participating in future tendering processes in CUTN, Thiruvapur.
- 2.7 Even through the bidders may satisfy the above requirements they are subject to be disqualified, if they have:
- a. Made misleading or false representation in the statements and enclosures required in the “Pre-Qualification Technical Bid”
 - b. Been blacklisted or debarred by any State Government / Central Government Department
 - c. Any other reason as per the decision of the Employer/Bid Evaluation Committee, which shall be final and binding on the Bidder.
- 2.8 Hon’ble Vice Chancellor/ Registrar, CUTN reserves the right to accept or reject any Bidder or cancel the Bidding Process without assigning any reason and liability, whatsoever.

3.0 EVALUATION OF BIDS

- 3.1 The Bids shall be checked, evaluated and assessed on their merits following a four stage Evaluation Procedure.
- a. The first stage shall be checking of ‘**Earnest Money Deposit**, as per tender requirement
 - b. The second stage will be evaluation of Technical Bids of only the prequalified parties and ‘**Technical Qualification**’
 - c. The third stage will be ‘**Financial Bid Evaluation**’ of only the technically qualified parties.
- 3.2 The Bids shall be evaluated for compliance to the Prequalification Criteria requirements given under Clause 1.0, above. Technical Bids of only those Bidders shall be considered for opening and evaluation who shall meet all the given Prequalification Criteria requirements.
- 3.3 The Evaluation of Technical Bids and Technical Qualification will be based on the details and information submitted by the Bidder and the Compliance and conformance of their Technical Bid to the Technical Requirements and Specifications given in the Bid Documents. It may be noted that merely copying the Tender Specifications as compliance shall not be accepted. The Bidder shall give and submit details of compliance of their bid to the Technical Requirements and Specifications given in the Tender by submitting their offered designs, drawings, proposed equipment and item catalogues/brochures and giving

reference to BSL-2 laboratory facilities where similar items have been provided and installed by the bidder. Wherever required, references and enquiries shall be made by the Bid evaluation committee of CUTN, Thiruvarur.

- 3.4 If required, the Bidders may be called for a detailed explanation of their submitted Technical Bid or for a Technical Presentation to demonstrate the compliance of their Bid to the Technical Requirements and Specifications given in the Bid Documents. Based on requirement, representatives of Bid evaluation committee of CUTN will visit the installations of the Bidders.
- 3.5 '**Financial Bids**' of only those bidders shall be considered for opening and evaluation, who shall meet the Technical Requirements and Specifications given in the Bid Documents, shall have the capacity and capability to execute and complete the Contract and who has been declared '**Technically Qualified**'. The Decision of the Employer in this regard shall be final and binding on the Bidders.
- 3.6 The Technically Qualified Bidder, whose Financial Price Bid has been opened and considered and is responsive to the Tender Requirement, quoting the ***Lowest Priced Financial Bid*** shall be considered for Award of Work.

LETTER OF APPLICATION

(On Bidder's letterhead)

Date: _____

The Registrar,
Central University of Tamil Nadu,
Thiruvaur- 610 005.

Sir,

1. Being duly authorized to represent and act on behalf of
(hereinafter referred to as "the BIDDER") and having reviewed and fully understood all the pre-qualification requirement and Tender Conditions, we hereby apply to be prequalified as a bidder for the **Establishment of Bio Safety Level-2 (BSL-2) Laboratory and Associated works on Turnkey Basis at Central University of Tamil Nadu, Thiruvarur.'**

2. Your University and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This letter of application will also serve as authorization or any individual or authorized representative or any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourself to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Bidder.

3. Your University and its authorized representatives may contact the following persons for any clarification or further information:

Contact & Mobile No.

4. This application is made in the full understanding that :
 - (a) Bids submitted by us will be subject to verification of all information submitted at the time of bidding
 - (b) Your University reserves the right to reject or accept any Bid, cancel the tendering process, and reject all the Bids without assigning reasons or incurring any liability thereof ; and
 - (c) Your University shall not be liable for any such actions and shall be under no obligation to inform the Bidder

5. The undersigned declare that statements made and the information provided in the duly completed application are, true and correct in every detail.

Authorized Signatory :
Name :
For and on behalf of the Bidder :

BID FORM

Name of Contract: Establishment of Bio Safety Level-2 (BSL-2) Laboratory and Associated works on Turnkey Basis at Central University of Tamil Nadu, Thiruvavur.

1. Having examined the Conditions of Contract, Specifications, Drawings, and schedule of Quantities and Addendum Nos. _____ for the execution of the above-named works we, the undersigned, offer to execute and complete such works on Turnkey Basis in conformity with the Contents of Bid Documents, Scope of Work and Specifications, Approved Drawings (if any) and Addenda (if any).
2. We acknowledge that the Appended forms are part of tender.
3. We undertake, if our tender is accepted, to commence the works within two weeks after the receipt of the Employer's notice to commence, and to complete the whole of the works comprised in the Contract within the time stated in the tender.
4. We agree to abide by this tender for the period of 90 days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. We agree to treat the tender documents, other documents and records connected with the works as confidential documents and shall not communicate information described therein to any person other than the person authorized by you, or use the information in any manner prejudicial to the safety of the works.
6. Unless and until a formal Agreement is prepared and executed for this tender, subject to your written acceptance of our bid thereof, this Bid Form shall constitute a binding contract between us.
7. We undertake and confirm to agree and accept all the terms and conditions and specifications given in the tender without any deviation or reservation.
8. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2020

Signature _____ in the capacity of _____ duly authorized to sign Bid for and on behalf of _____.

Name of Bidder : _____

Address _____

(Signed & Sealed of Bidder Firm)

CHECK LIST

(The following documents in the same order must be furnished and attached along with Technical bids & Financial bids)

Cover	Requirements/Details to be submitted	Submitted (Yes/ No)	Page/ Annex .No.
<u>Part A: Technical Bid</u>			
1 st Cover	EMD as Demand Draft(DD) or Copy of MSME/NSIC Registration certificates (if applicable)		
2 nd Cover	Completed Letter of Application		
	Completed Bid Form		
	Copies of work orders and completion certificates (as per clause 1.1)		
	Copy of audited balance sheets (as per clause 1.2)		
	Solvency certificate (as per clause 1.3)		
	Copy of certificate of Registration/Incorporation (as per clause 1.4)		
	Details and bio-data of personnel (as per clause 1.5)		
	Details and copies of work orders for operation & maintenance contracts (as per clause 1.6)		
	Notarized Affidavit (as per clause 1.7)		
	Copy of registration certificates (as per clause 1.8)		
	Details of litigations/arbitrations (as per clause 2.2)		
	Details of similar executed projects (as per clause 2.3)		
	Details of key management and technical personnel and project organization chart (as per clause 2.4)		
	Details of manufacturing setup and items and equipment for the project with references (as per clause 2.5)		
	PAN card (attach self-attested copy)		
	GST Registration (attach self-attested copy)		
	Copy of GST Returns		
Income Tax Return-Last 03 years ending March 2020(attach self-attested copies)			
Any other required certificates/documents (attach self-attested copies)			
<u>Part-B: Financial Bid</u>			
3 rd Cover	Financial Bid documents (Complete sealed & signed)		
<u>Part-A & Part-B:</u>			
4 th Cover	Tender documents(1 st cover, 2 nd cover & 3 rd cover) by the bidders(Complete sealed & signed)- 4th Cover/Master Cover		

Signature & seal of the Tenderer

INSTRUCTIONS TO BIDDERS

1.0 GENERAL

1.1 Scope of Work

The Scope of work is 'Design, Supply, Installation, Testing, Commissioning and Validation of Bio Safety Level-2 (BSL-2) Laboratory and Associated works on Turnkey basis at Central University of Tamil Nadu, Thiruvarur' and also Day to day operations and comprehensive maintenance as per schedule.

1.2 The Employer

Central University of Tamil Nadu, Thiruvarur be the employer / owner for the subject work. *The Employer shall be represented by the Hon'ble Vice Chancellor/ Registrar, CUTN or any other person nominated by him to act as the Employer.*

In these documents wherever the word tender/ tenderer/ tendering has been used the same may be considered synonymous with bid/ bidder/ bidding.

2.0 TIME FOR COMPLETION

The successful bidder shall complete the works within **12 Weeks** from the date of Award of Work, as per the following milestone targets:

Physical completion of the works including installation of equipments, systems and services & Completion of Testing, Commissioning of complete installations and Validation of BSL-2 Laboratory	12 weeks from the date of Award of works
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3.0 INFORMATION TO BE SUBMITTED ALONG WITH BID

3.1 Bids submitted shall include the following information:

- (a) Copies of original documents defining the constitution, legal status, place of registration and principal place of business of the company or firm.
- (b) A work plan/Program clearly bringing out how the bidder proposes to carry out the work to achieve the quality and the time schedule.

4.0 COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of his bids and "The Employer" will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5.0 SITE VISIT

5.1 The bidder is advised to acquaint himself with the work involved, visit the Site and examine site conditions, assess the dismantling and site preparatory works required to be carried out, climatic conditions, labour, power, water, material availability, transport and communication facilities, environmental regulations, laws and bye-laws of statutory bodies, and collect all information that will be necessary for preparing the bid and, if awarded the work, entering into a contract for successful execution and completion of the work. The cost of visiting the Site and collecting information for the purpose of submission of the bid shall be to the bidder's account.

It may be noted that the site shall be handed over to the successful bidder / contractor for execution of the works, in its present existing condition. Any existing fittings/fixtures and items shall be dismantled by the contractor and handed over to CUTN, Thiruvapur.

5.2 The bidder and any of his personnel or agents will be granted permission by the Employer to enter upon the site for the purpose of such inspection, but only upon the condition that the bidder, his personnel or agents will release and indemnify the Employer and Employer's Personnel from and against all liability in respect thereof for personnel injury (Whether fatal or otherwise), damage, loss, costs and expense however caused, to the bidder, his personnel or agents.

6.0 BID DOCUMENTS

The Bid Documents comprise the following :-

Technical Bid	Pre- Qualification Criteria Instructions to Bidders Scope of Work & Technical Specifications Conditions of Contract Technical Compliance Statement duly filled in Line sketch or drawing depicting the system & its working pertaining to this Tender
Financial Bid	Bill of Quantities/Financial Bid

The bidder is expected to examine carefully all instructions, conditions, forms, terms and specifications etc. given in the Bid documents. Failure to comply with the requirements of the Bid Documents will be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the Bid Documents will be rejected.

7.0 CLARIFICATION ON BID DOCUMENTS

A prospective bidder requiring any clarifications on the Bid Documents may notify the Employer in writing at the Employer's mailing address indicated in the Bid Documents, so as to reach the Employer on or before the pre-bid meeting. Clarifications may also be sought by the Bidders, verbally, in the pre-bid meeting, but no queries or clarification from the Bidders shall be entertained after the pre-bid meeting.

8.0 AMENDMENT OF BID DOCUMENTS

At any time prior to the dead line for submission of bids, the Employer may for any reason, whether at his own initiative or in response to a clarification requested by prospective bidder, modify the Bid Documents by issuing amendment.

The clarifications/amendment will be posted on the Employer's website i.e. <http://www.cutn.ac.in> It will be the Bidder's responsibility to keep checking for any amendments and clarification on the above website.

9.0 PREPARATION OF BIDS

The bid prepared by the bidders and all correspondence and documents relating to the bid, exchanged by the bidder and the Employer, shall be written in the ENGLISH Language.

10.0 BID PRICE

The quoted rates in Bill of Quantities (Financial Bid) shall be in Indian Rupees only and shall include cost of material, equipment/item, stores, freight, insurance, transit insurance, packing & forwarding, sales tax, excise duty, service tax, GST, customs clearance charges, customs duty for imported items & equipment's, inspection/inspective certificate charges etc. and including all other incidental charges whichever is applicable for equipment/item supply, erection, installation, testing & commissioning with all men & material, complete as required for the same.

No other charges shall be payable on any account over and above the all inclusive price quoted for the items in the Bill of Quantities (Financial Bid) for execution of the works on 'Turnkey Basis', as per the Scope of Work.

The price should be given both in figures and words. The rates quoted in ambiguous terms such as 'freight on actual basis' or 'taxes as applicable extra' or 'packing forwarding extra' or offers with price variation clause will not be accepted, and such Bids shall be summarily rejected.

11.0 VALIDITY OF BIDS

The bid shall be valid and open for acceptance of the competent authority for a period of minimum **90 days** from the date of opening of the financial bids and no request for any variation in quoted rates and / withdrawal of tender on any ground by successful bidder shall be entertained. A bid valid for a shorter period shall be rejected by the CUTN as non-responsive and the EMD paid along with it will be forfeited.

12.0 PERFORMANCE GUARANTEE

Within 15 days from the receipt of the notification of award of work, the successful bidder shall furnish, as part of his bid, a performance guarantee of the amount of **INR 1,92,762/- (10% of Tendered amount) only (Rupees One Lakh Ninety Two Thousand Seven Hundred and Sixty Two Only)**. No deviation shall be permitted from this.

The performance guarantee shall be in the form of a demand draft / pay order in favour of **Central University of Tamil Nadu** payable at **Thiruvarur** or in the form of Bank Guarantee (in the given format) for an equal amount issued from any Nationalised/Scheduled bank and valid for 60 (Sixty) days after the warranty/ defect liability period (clause 33 of conditions of contract).

Failure of successful bidder to lodge the required bank guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Employer may make the award to the next lowest evaluated bidder or, call for fresh bids.

13.0 FORMAT AND SIGNING OF BID

The bid shall be typed and signed by a person or persons duly authorised to sign the bid and enter into the contract. **Authorization shall be furnished in the form of Notarized Power of Attorney which shall be submitted with the bid.**

All pages of the bid shall be signed and stamped by the authorized person/s signing the bid, including where entries or amendments have been made.

The complete bid shall be without alterations, interlining and erasures except those to accord with instruction issued by the Employer or as necessary to correct errors made by the bidder in which case such correction shall be initialled by authorized person/s signing the bid.

14.0 Procedure for submission of Tender:

The Tender should be submitted in three covers inside a Master cover as detailed below. The address along with the contact number has to be mentioned in all the covers.

1st Cover:- Sealed & Super scribed as “Tender – DD towards EMD & Tender Ref No: CUTN/ENGG/CVL/Tender/2020-21/03”

(This cover should contain *Earnest Money* in the form of *Demand Draft* or Attested copy of *exemption certificate* registered with NISC/SSI/MSMEs in sealed cover.)

2nd Cover:- Sealed & Super scribed as “Tender –Technical Bid & Tender Ref No: CUTN/ENGG/CVL/Tender/2020-21/03”.

(This cover should contain *Technical Bid* in sealed cover with relevant documents in support of eligibility criteria as mentioned in our tender document; terms and conditions (tender document) each page duly signed along with supportive documents. Any bid not signed on each page and without authorization may be rejected.)

3rd Cover:- Sealed & Super scribed as “Tender –Financial Bid & Tender Ref No: CUTN/ENGG/CVL/Tender/2020-21/03”.

(This cover should contain the *Financial Bid* (as attached in this tender document) with the filled details. All the items are needed to be filled. The rate quoted should be clearly mentioned in both numeric and in words without any overwriting/correction as mentioned in the document. Any bid not signed on each page and without authorization may be rejected.)

4th Cover (Master cover):-

The fourth cover (master cover) should contain all the above mentioned three separate covers (EMD Cover, Technical bid cover, Financial bid cover). All the three covers are to be sealed and kept in one single larger size outer cover (Fourth cover) which should also be sealed and super scribed as below.

Each of the four covers shall **also** be super scribed with the following details:-

Tender reference number: CUTN/ENGG/CVL/Tender/2020-21/03 dated 01.10.2020 for Establishment of Bio Safety Level-2 (BSL-2) Laboratory and Associated works on Turnkey Basis at Central University of Tamil Nadu, Thiruvarur.

[Kind attention: The Executive Engineer, Engineering section, CUTN, Thiruvarur]

Last date of tender submission : 22.10.2020 upto 15:00 Hrs (Office time)

Name of the section inviting this tender : Engineering section

Name and complete address of the bidder:

If all the three inner covers and one outer cover (i.e., Larger cover) are not sealed and marked as instructed by CUTN will assume no responsibility for the misplacement or premature opening of any of the envelope. An envelope opened prematurely will be rejected.

The tender must reach “The Registrar, Central University of Tamil Nadu, Neelakudi Campus, Thiruvarur, Tamil Nadu 610 005” With a mark of kind attention to: The Executive Engineer, Engineering section, CUTN, Thiruvarur by post or by hand on or before 22.10.2020 upto 15:00 Hrs (Office time). The Tender shall be opened on 22.10.2020 at 15:30 Hrs.

Tenders received after due date/time will not be considered under any circumstances. Canvassing in any form will result in the disqualification of the bidder. Tenders sent by fax/email will not be considered. To avoid any complications with regard to Late Receipt/Non Receipt of Tenders, it may please be noted that responsibility rests with the bidder to ensure that the tenders reach the above mentioned address on or before the due date and time.

Tender submitted by post should be sent superscripting “Register Post with Acknowledgement Due”. These should be posted with due allowance for any postal delay. Tender received after due date and time of opening tenders will be rejected and Central University of Tamil Nadu (CUTN) will not be responsible for any postal delay.

It is tenderer's responsibility to watch for any corrigendum or amendment till the opening of the particular tender that will be posted only at CUTN website (www.cutn.ac.in).

Earnest Money Deposit (EMD):-

Earnest Money is to be paid by each tenderer to ensure that the tenderer does not refuse to execute the work after it is awarded to him. EMD shall be furnished in the form of Demand Draft drawn in favour of **Central University of Tamil Nadu** payable at **Thiruvarur**. Without EMD or EMD in any other form, the tender documents will not be opened and will be rejected summarily. The bidders who are registered with National Small Industries Corporation (NSIC) or Small Scale Industries (SSI) or Micro, Small and Medium Enterprises (MSMEs) are exempted from EMD. However, for claiming this exemption, the bidders must furnish an attested copy of the exemption certificate indicating Date of registration, validity period of the registration, whether registered for works/items for which tender has been floated.

EMD submitted by all unsuccessful tenderers shall be refunded normally within fifteen (15) days of acceptance of award of work by the successful tenderer. EMD shall not carry any Interest.

The EMD of the successful bidder will be returned upon the bidder executing the Contract and furnishing the required performance security.

EMD can be adjusted to that extent against Performance Guarantee.

15.0 DEADLINE FOR SUBMISSION OF BIDS

Bids must be received by the Employer, not later than the prescribed date and time.

The Employer may, at his discretion, extend the deadline for submission of bids through the issuance of an amendment in accordance with Clause 8.0

16.0 LATE BIDS

Any bid received by the Employer after the prescribed deadline for submission will not be considered and opened.

17.0 MODIFICATION AND WITHDRAWAL OF BIDS

The bidder may modify or withdraw his bid after bid submission, provided that modification or notice of withdrawal is received in writing by the Employer prior to the prescribed deadline for submission of bids.

No bid shall be allowed to be modified subsequent to the dead line for submission of bids.

No bid shall be allowed to be withdrawn in the period between the deadline for submission of bids and the expiration of the period of validity of the bid specified. Withdrawal of a bid during this period may result in the forfeiture of the EMD.

18.0 BID OPENING AND EVALUATION

Bid Opening

*18.1. Bids shall be opened in the **Pro VC Hall**, Admin Building, CUTN, Thiruvarur half an hour after the prescribed time for bid submission of Bids, in the presence of the bidder's representative who wish to be present.*

Cover No. 1 : Shall be opened first. If the **EMD/NISC/MSME/SSI** certificate is not found as prescribed, the bid shall be summarily rejected.

Cover No. 2: Comprising of application for **pre-qualification, Technical Bid** shall than be opened. The application for pre-qualification, Technical Bid and submissions made by the Bidder shall be examined for compliance to the qualification criteria requirements.

Telegraphic/ Fax offer will be treated as defective, invalid and rejected. Only detailed complete bids received prior to the closing time and date of the bids will be considered as valid.

The bidder's names, the presence of the requisite bid security and such other details as the Employer, at his discretion may consider appropriate will be announced at the bid opening.

18.2. The Employer will examine later in detail the complete bid to determine whether they are complete, whether the requisite bid securities have been furnished, whether the bids have been properly signed and stamped, whether the bidders meet the laid down Qualification Criteria requirements, whether the prequalified bidder meets the Technical Qualification requirements and whether the bids are generally in order. Bids of parties who do not accept the conditions laid down in the bid documents are also liable to be rejected.

Cover No. 3 : Containing the sealed **Financial Bid** of parties whose bid is found to be Technically Qualified and responsive in accordance to the tender conditions and given evaluation procedure, shall be opened at a later date, which will be intimated in advance to qualified bidders.

During Financial Bid opening, only the summary of prices quoted by the bidders will be read out.

Any Bid not complying with any of the instructions contained herein may not be considered and his Bid may be rejected.

19.0 PROCESS TO BE CONFIDENTIAL

After the public opening of bids, information relating to the examination, clarification, evaluation and comparisons of bids and recommendations concerning the award of contract shall not be disclosed to any bidder or other persons not officially concerned with such process.

Any effort by the Bidder to influence the Employer in the process of examination, clarification, evaluation and comparison of bids and decision concerning award of contract may result in the rejection of the bidder's bid.

20.0 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, the Employer may ask bidders individually for clarification of their bids or for Technical Presentation. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction or arithmetical errors discovered by the Employer during the evaluation of the bids in accordance with Clause 23 hereof.

21.0 EVALUATION OF BIDS

The evaluation of Bids shall be strictly done in accordance with the procedure given in the Qualification Criteria at Clause No. 3.0 and the Instructions to Bidders. The bids will be evaluated to assess their merits and compliance to the Bid requirements. The evaluation will be restricted and based on the information furnished by the bidders, clarifications/ presentation given by the bidders, contents of the bid submission, the conformance of the Bid to the Tender Requirements and Specifications, bidders relevant experience and expertise, client list, the bidders competency to design, execute and complete the work, and the methodology for execution of the project for achieving the purpose and intent given in the Scope of Works.

22.0 DETERMINATION OF ELIGIBILITY AND RESPONSIVENESS

The Employer will determine whether the bid is substantially responsive to the requirements of the Bid Documents.

For the purpose of this clause, a substantially responsive bid is one which shall conform to all the requirements, terms, conditions and specifications of the bid documents without any deviation or reservation and which fulfils and meets all the criteria and has the required experience, expertise, technical competency and resources to design and execute the project.

A bid which in relation to the cost estimate of the Employer is unrealistically priced and which cannot be substantiated satisfactorily by the bidder may be rejected as non-responsive.

23.0 CORRECTION OF ERRORS

Bids determined to be substantially responsive will be checked by the Employer for any arithmetical errors in computation and summation. Errors will be dealt by the Employer as follows:-

- a) Where there is discrepancy between amounts in figures and in words, amount in words shall prevail.
- b) Incorrectly added totals will be corrected.
- c) In case there is any inconsistency between the rate and the value extended (after multiplication with the tender quantity), the unit rate quoted shall prevail.

If a bidder does not accept the correction of errors as outlined above, his bid will be rejected.

24.0 AWARD OF CONTRACT

The Employer will Award the Contract to the Bidder whose Bid has been determined to be eligible and to be substantially responsive to the Bid documents and who has offered the **Lowest Evaluated Financial Bid**.

25.0 EMPLOYERS RIGHT TO ACCEPT ANY BID OR REJECT ANY OR ALL BIDS

Notwithstanding Clause 24.0 above, the Employer reserves the right to accept or reject any Bid including the Lowest Bid and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the reasons and grounds for the Employer's action. The Employer's decision in this regard shall be final and binding on the Bidders.

26.0 NOTIFICATION OF AWRAD

Prior to the expiration of the prescribed period of bid validity, the Employer will notify the successful bidder in writing that his bid has been accepted. The notification of award will constitute the formation of the Contract.

Upon the furnishing by the successful bidder of a performance security the Employer will promptly return the Bid Security of unsuccessful bidders

27.0 SIGNING OF AGREEMENT

Upon the receipt of the notification of award by the successful bidder, the successful bidder shall fill the Agreement in accordance with form of Agreement included in the Bid Documents, on a Stamp Paper at his Cost, and submit the same to the Employer within two weeks of the date of receipt of notification of award.

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

(Technical Compliance statement shall be submitted listing & confirming each of the items with Remarks, if any) failure to submit this statement will result in rejection of the Bid

1.0 SCOPE OF WORK

The Scope of work shall comprise *'Design, Supply, Installation, Testing, Commissioning, OSITC and Validation of Bio Safety Level-2 (BSL-2) Laboratory and Associated works on Turnkey basis at Central University of Tamil Nadu, Thiruvavur'* and also Day to day operations and comprehensive maintenance as per schedule.

TECHNICAL SPECIFICATIONS: PART A

1. **Air conditioner** 5.5 TR (Make Blue Star) condensing unit of with scroll compressor duly commissioned with copper piping, pressure testing & gas charging.
2. **AHU** for supply of Air to the Lab 750cfm, complete with HEPA filters, 10 μ & 5 μ prefilters, blower & cooling coil, with upto 30% fresh Air intake provision
3. **Exhaust AHU** module made of GI powder coated material with HEPA filter& blower, Capacity: not less than 250cfm
4. **Air Distribution-** Ducts, insulation, RA risers, Dampers, Grilles & Diffusers.
5. **Special control panel** with VFD control, Room pressure sensor, Audible & visual Alarm to maintain the room at negative pressure with respect to the adjacent room.
6. **UPS** back up for the Exhaust AHU for 20minutes complete with branded Batteries.
7. **Magnehelic Gauge** for reading room pressure (Dwyer, USA) installed in a fixture near the doors of the rooms including tubing
8. **Lighting fixtures** clean room light fittings with CFL lamps in false ceiling & Modular switches in wall panels (including cutout, Fittings, CFL lamps, Switches)Size: 24" x12" & 12" X 12"
9. **Additional Switches-Sockets:** in Wall Panels, 15/5A plug sockets
10. Modular EPS insulated Clean Room **Wall Panels** (80mm thick) with both sides PPGI with 3Nos. Return Air Risers provision.
11. Modular, EPS Insulated Clean Room **Ceiling Panels** (40mm thick), both sides PPGI
12. **Coving:** Aluminium sections to round off 90° joints between floor-wall-ceiling
13. **Corner Coving:** Die cast aluminium coving for corners
14. **Clean Room Doors**– Metallic powder coated with View Panels, SS hinges, SS handles, Door closer, drop seal, SS push plate etc. Size: 1.0 X 2.1m
15. **View Panels:** with double side flush glass Size 0.75m x 0.75m
16. **Epoxy flooring** 2mm thick, seamless poured Epoxy flooring.
17. **3 Door interlock** with circuit, wiring & Electromagnets
18. **Wiring** for lighting & sockets including distribution board, MCB, etc.

19. **Clean room furniture** made of stainless steel (3 x 2 ft) Table with chair – 2sets, Handsfree sink. size: 18” x 12”- 1 No.
20. **Dynamic Pass box** Inner size (500 x500 x 500mm) with HEPA filtration, made of GI powder coated with stainless steel base.
21. **Minor Civil works** including wall cutouts, drain (<5m) & Feed piping upto (<8m)
22. **Installation, Commissioning & Validation** including DQ-IQ-OQ documentation (As part of Validation HEPA filter Integrity test (PAO challenge test), Air Velocity, AHU capacity, Room Pressures should be demonstrated and reported using Calibrated instrument with traceability to NABL. Consumable items required for the tests shall be arranged by the Contractor.

TECHNICAL SPECIFICATIONS: PART B

1. **Positive Pressure** HEPA Module (200 cfm)
2. **HEPA Tower Module** (800 cfm)
3. Modular EPS insulated Clean Room **Wall Panels** (60mm thick) with both sides PPGI
4. Modular, EPS Insulated Clean Room **Ceiling Panels** (60mm thick), both sides PPGI
5. **Coving:** Aluminium sections to round off 90° joints between floor-wall-ceiling
6. **Corner Coving:** Die cast aluminium coving for corners
7. **Clean Room Doors** – Metallic powder coated swing doors with View Panels, SS hinges, SS handles, Door closer, Drop Seal, SS push plate etc. Size: 1.0 X 2.1m
8. **Epoxy flooring** Self levelling, seamless floor with suitable surface preparation, 2mm total thickness
9. **Lighting fixtures** clean room light fittings with CFL lamps & Modular switches in wall panels (including cutout & finishing) size: 24” x 12”
10. **View Panels:** double glazed, flush mount Size 750 x 900mm in wall panels
11. **Magnehelic Gauge** for reading room pressure including wall mount fixture
12. **Installation, Commissioning & Validation** including DQ-IQ-OQ documentation (As part of Validation HEPA filter Integrity test (PAO challenge test), Air Velocity, AHU capacity, Room Pressures should be demonstrated and reported using Calibrated instrument with traceability to NABL. Consumable items required for the tests shall be arranged by the Contractor.
13. **Electrical points installed** in the wall panels 2Nos. 15/5A sockets at 3 locations (includes cut-out in wall panel, conduit in wall panels for concealed wiring, modular sockets complete & wiring from existing sockets)

LIST OF APPROVED MAKES / MANUFACTURERS

ITEM	APPROVED MAKES /MANUFACTURER
Air Cooled Condensing Unit	: Blue Star / Voltas / Eq
Duct Sheets (GI)	: Jindal / TATA/Escorts
Duct Insulation (Nitrile Foam)	: A-flex / Kflex / Eq
Exhaust Blowers & Motor	: EBM/Dynamic/Kruger with Marathon/GE motors
HEPA filters	: AAF / IMPEC / Eq.
Magnehelic Gauges	: Dwyer, USA
Dynamic/Static Pass Box	: Klenzaidis / I-Clean / MarkAir / InnoClean / Eq.
Clean Room Panels	: MarkAir / InnoClean / Beardsell /Eq
Clean Room Doors	: MarkAir / InnoClean /Eq
Clean Room Lighting	: PME A / MarkAir / Eq.
AHU	: AMClean/MarkAir/InnoClean / Eq
UV Lamps	: Philips / OSRAM / Eq.
Electrical Wires	: Polycab / Finolex/Eq
Switches & Sockets	: Anchor Roma / MK

CHECKLIST FOR SUBMISSION OF TECHNICAL PROPOSAL & COMPLIANCE

The Bidder shall submit the technical proposal and details for the offered item / equipment along with supporting details like drawings, catalogues and brochures in support of compliance.

Sl. No	Item of Work	Proposed Make / Model	Offered Specifications w.r.t. Tender	Supporting documents Submitted (drawing/catalogue/brochure)	Reference BSL-2 Lab, where similar item / equipment is supplied and installed by the Contractor
<u>Part- A</u>					
1	Air conditioner 5.5 TR (Make Blue Star) condensing unit of with scroll compressor duly commissioned with copper piping, pressure testing & gas charging.				
2	AHU for supply of Air to the Lab 750cfm, complete with HEPA filters, 10μ & 5μ prefilters, blower & cooling coil, with upto 30% fresh Air intake provision				
3	Exhaust AHU module made of GI powder coated material with HEPA filter& blower, Capacity: not less than 250cfm				
4	Air Distribution- Ducts, insulation, RA risers, Dampers, Grilles & Diffusers.				
5	Special control panel with VFD control, Room pressure sensor, Audible & visual Alarm to maintain the room at negative pressure with respect to the adjacent room.				
6	UPS back up for the Exhaust AHU for 20minutes complete with branded Batteries.				
7	Magnehelic Gauge for reading room pressure (Dwyer, USA) installed in a fixture near the doors of the rooms including tubing				
8	Lighting fixtures clean room light fittings with CFL lamps in false ceiling & Modular switches in wall panels (including cutout, Fittings, CFL lamps, Switches)Size: 24" x12"				
8.1	Lighting fixtures clean room light fittings with CFL lamps in the false ceiling & Modular switches in wall panels (incl. cutout, Fittings, CFL lamps, Switches) size: 12"x 12".				

9	Additional Switches-Sockets: in Wall Panels, 15/5A plug sockets				
10	Modular EPS insulated clean room wall panels (80mm thick) with both sides PPGI with 3Nos. Return Air Risers provision.				
11	Modular, EPS Insulated Clean Room Ceiling Panels (40mm thick), both sides PPGI				
12	Coving: Aluminium sections to round off 90° joints between floor-wall-ceiling				
13	Corner Coving: Die cast aluminium coving for corners				
14	Clean Room Doors – Metallic powder coated with View Panels, SS hinges, SS handles, Door closer, drop seal, SS push plate etc. Size: 1.0 X 2.1m				
15	View Panels: with double side flush glass Size 0.75m x 0.75m				
16	Epoxy flooring 2mm thick, seamless poured Epoxy flooring.				
17	Door interlock with circuit, wiring & Electromagnets				
18	Wiring for lighting & sockets incl. distribution board, MCB, etc.				
19	Clean room furniture made of stainless steel (3 x 2 ft) Table with chair – 2sets, Handsfree sink. size: 18” x 12”- 1 No.				
20	Dynamic pass box inner size (500x500x500)mm with HEPA filtration, made of GI powder coated with stainless steel base.				
21	Minor Civil works including wall cutouts, drain (<5m) & Feed piping (<8m)				
22	Installation, Commissioning & Validation including DQ-IQ-OQ documentation (As part of Validation HEPA filter Integrity test (PAO challenge test), Air Velocity, AHU capacity, Room Pressures should be demonstrated and reported using Calibrated instrument with traceability to NABL. Consumable items required for the tests shall be arranged by the Contractor.				

Part- B

1	Positive Pressure HEPA Module (200 cfm)				
2	HEPA Tower Module (800 cfm)				
3	Modular EPS insulated clean room wall panels (60mm thick) with both sides PPG				
4	Modular, EPS/PUF Insulated Clean Room Ceiling Panels (60mm thick), both sides PPGI				
5	Coving: Aluminium sections to round off 90° joints between floor-wall-ceiling				
6	Corner Coving: Die cast aluminium coving for corners				
7	Clean Room Hinged Doors – Metallic with double glazed View Panels, SS ball bearing hinges, SS handles, Door closer Size: 1.0X2.1m				
8	Epoxy flooring Self levelling, seamless floor with suitable surface preparation, 2mm total thickness				
9	Lighting fixtures clean room light fittings with CFL lamps & Modular switches in wall panels (including cutout, Fittings, CFL lamps, Switches) size: 24” x 12”				
10	View Panels: double glazed, with flush mounting Size 750 x 900mm on wall panels				
11	Magnehelic Gauge for reading room pressure including wall mount fixture				
12	Installation, Commissioning & Validation including DQ-IQ-OQ documentation (As part of Validation HEPA filter Integrity test (PAO challenge test), Air Velocity, AHU capacity, Room Pressures should be demonstrated and reported using Calibrated instrument with traceability to NABL. Consumable items required for the tests shall be arranged by the Contractor.				
13	Add. Electrical points installed in the wall panels 2Nos. 15/5A sockets at 3 locations (includes cut-out in wall panel, conduit in wall panels for concealed wiring, modular sockets complete & wiring from existing sockets)				

CONDITIONS OF CONTRACT

1.0 Definitions

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

(a) i. "Principal Employer/Employer" means The Registrar, Central University of Tamil Nadu, Thiruvarur and the legal successors in title to such person.

ii. "Employer's Representative" means a person appointed from time to time by the Employer.

iii. "Contractor" means an individual or firms (proprietary or partnership) whether incorporated or not, that has entered into contract (with the employer) and shall include his / its heirs, legal representatives, successors and assigns, successors in interest of individuals or persons. Changes in the constitution of the firm, if any shall be immediately notified to the employer, in writing and approval obtained for continued performance of the contract.

iv. "Subcontractor" means any person named in the Contract as a Subcontractor for a part of the Works or any person to whom a part of the Works has been subcontracted by the contractor with the consent of the Employer and the legal successors in title to such person, but not any assignee of any such person.

(b) i. "Contract" means these Conditions of Contract, the Specifications, the Drawings, the Price Schedule, the Letter of Acceptance, the Contract Agreement and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement.

ii. "Specification" means the specification of the Works included in the Contract and any modification thereof or addition thereto made or submitted by the Contractor and approved by the Employer.

iii. "Drawings" means all drawings, calculations and technical information of a like nature provided by the Employer to the Contractor under the Contract and all drawings, calculations, samples, patterns, models, operation and maintenance manuals and other technical information of a like nature submitted by the Contractor and approved by the Employer.

iv. "Price Schedule" means the priced and completed bill of quantities forming part of the Tender and Agreement.

v. "Tender" means the Contractor's priced offer to the Employer for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance. The word Tender is synonymous with "Bid" and the words "Tender Documents" with "Bidding Documents".

vi. "Letter of Acceptance/Award" means the formal acceptance by the Employer of the Tender.

vii. "Appendix to Tender" means the appendix comprised in the form of Tender annexed to these Conditions.

(c) i. "Commencement Date" means the date upon which the Contractor receives the notice to commence the works as issued by the Employer

- ii. "Time for Completion" means the time for completing the execution of and passing the Tests on Completion of the Works or any Section or part thereof as stated in the Contract calculated from the Commencement Date.

- (d) i. "Tests on Completion" means the tests specified in the Contract or otherwise agreed by the Employer and the Contractor which are to be made by the Contractor before the Works or any Section or part thereof are taken over by the employer.

- ii. "Taking-Over Certificate" means a certificate issued by the Employer of having accepted and taken over the completed works.

- (e) i. "Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract.

- ii. "Retention Money" means the aggregate of all monies retained by the Employer.

- (f) i. "Works" means the Permanent Works and the Temporary Works or either of them to be executed in accordance with the contract.

- ii. "Permanent Works" means the permanent works to be executed (including Plant) in accordance with the Contract.

- iii. "Temporary Works" means all temporary works of every kind (other than Contractor's Equipment) required in or about the execution and completion of the Works and the remedying of any defects therein.

- iv. "Plant" means machinery, apparatus and the like intended to form or forming part of the Permanent Works.

- v. "Contractor's Equipment" means all appliances and things of whatsoever nature (other than Temporary Works) required for the execution and completion of the Works and the remedying of any defects therein.

- vi. "Section" means a part of the Works specifically identified in the Contract as a Section.

- vii. "Site" means the places provided by the Employer where the Works are to be executed and any other places as may be specifically designated in the Contract as forming part of the Site.

- (g) i. "Cost" means all expenditure properly incurred or to be incurred, whether on or off the Site, including overhead and other charges properly allowable there but does not include any allowance for profit.

- ii. "Day" means calendar day and "Month" means calendar month.

- iii. "Foreign Currency" means a currency of a country other than that in which the Works are to be located.

- iv. "Writing" means any hand-written, type-written, or printed communication, including telex, cable and facsimile transmission.

2.0 Employer's Representative

(a) The Employer's Representative shall be appointed by and be responsible to the Employer and shall carry out such duties and exercise such authority as may be delegated to him by the Employer under Sub-Clause 2.2 (b).

Employer's Authority to Delegate

(b) The Employer may from time to time delegate to the Employer's Representative any of the duties and authorities vested in the Employer and he may at any time revoke such delegation.

Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the contractor.

3.0 Instructions in Writing

Instructions given by the Employer shall be in writing, provided that if for any reason the Employer considers it necessary to give any such instruction orally, the Contractor shall comply with such instruction. Confirmation in writing of such oral instruction given by the Employer, whether before or after carrying out of the instruction shall be deemed to be an instruction, within the meaning of this Sub-Clause. Provided further that if the Contractor, within 7 days, confirms in writing to the Employer any oral instruction of the Employer and such confirmation is not contradicted in writing within 7 days by the Employer, it shall be deemed to be an instruction of the Employer.

The provisions of this Sub-Clause shall equally apply to instructions given by the Employer's Representative and any assistants of the Employer or the Employer's Representative

4.0 Employer to Act Impartially

Wherever, under the Contract, the Employer is required to exercise his discretion by :

- (a) giving his decision, opinion or consent, or
- (b) expressing his satisfaction or approval, or
- (c) determining value, or
- (d) otherwise taking action which may affect the rights and obligations of the Employer or the Contractor he shall exercise such discretion impartially within the terms of the Contract and having regard to all the circumstances. Any such decision, opinion, consent, expression of satisfaction, or approval, determination of value or action may be opened up, reviewed or revised

5.0 Priority of Contract Documents

The several documents forming the Contract are to be taken as mutually explanatory to one another.

In case of discrepancy between the schedule of quantities, the specifications and or the drawings, the following order of preference shall be observed :

- (1) Description of Schedule of Quantities and scope of work
- (2) Particular specifications and special condition, if any
- (3) Drawings
- (4) Specifications (As, applicable and given in tender documents and as approved by the Employer)
- (5) Indian Standard specifications of B.I.S and other relevant reference standards, wherever applicable

If there are varying or conflicting provisions made in any one document forming part of the Contract, the accepting authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

Any error in description, quantity or rate in schedule of quantities or any omission there from shall not vitiate the Contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the Contract.

6.0 Site Operations and Methods of Construction

The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations and methods of construction. Provided that the Contractor shall not be responsible (except as stated hereunder or as may be otherwise agreed) for the design or specification of Permanent Works, or for the design or specification of any Temporary Works not prepared by the Contractor. Where the Contract expressly provides that part of the Permanent Works shall be designed by the Contractor, he shall be fully responsible for that part of such Works, notwithstanding any approval by the Employer.

7.0 Cost of Securities

The cost of complying with the requirements of securities shall be borne by the Contractor.

8.0 Inspection of Site

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself (so far as is practicable, having regard to considerations of cost & time) before submitting his Tender, as to:

- the form and nature thereof, including the sub-surface conditions,
- the hydrological and climatic conditions,
- the extent and nature of work and materials necessary for the execution and completion of the Works and the remedying of any defects therein, and
- the means of access to the Site and the accommodation he may require.

And in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Tender

9.0 Sufficiency of Tender

The Contractor shall be deemed to have based his offer on the data made available by the Employer in the Tender document and on his own inspection and examination, all as aforementioned.

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the offer and of the rates and prices stated in the Bill of Quantities, all of which shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, Plant or services or of contingencies) and all matters and things necessary for the proper execution and completion of the Works and the remedying of any defects therein

10.0 Programme to be submitted

The Contractor shall, within 20 days after the date of the Letter of Award, submit to the Employer for his consent a detailed programme including labour & material resources, in such form and detail as the Employer shall reasonably prescribe, for the execution of the Works. The Contractor shall, whenever required by the Employer, also provide in writing for his information a general description of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works.

11.0 Contractor's Superintendence

The Contractor shall provide all necessary superintendence during the execution of the Works and as long thereafter as the Employer may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract.

The Contractor, or a competent and authorised representative approved of by the Employer, which approval may at any time be withdrawn, shall give his whole time to the superintendence of the Works. Such authorised representative shall receive, on behalf of the Contractor, instructions from the Employer or, the Employer's Representative. If approval of the representative is withdrawn by the Employer, the Contractor shall, as soon as is practicable, having regard to the requirement of replacing him as hereinafter mentioned, after receiving notice of such withdrawal, remove the representative from the Works and shall not thereafter employ him again on the Works in any capacity and shall replace him by another representative approved by the Employer

12.0 Contractor's Employees

The Contractor shall provide on the Site in connection with the execution and completion of the Works and the remedying of any defects therein :

- (a) only such technical assistants as are skilled and experienced in their respective callings and such foremen and leading hands as are competent to give proper superintendence of the Works, and
- (b) such skilled, semi-skilled and un-skilled labour as is necessary for the proper and timely fulfilling of the Contractor's obligations under the Contract.

13.0 Setting-out

The Contractor shall be responsible for:

- (a) the accurate setting-out of the Works in relation to original points, lines and levels of reference given by the Employer in writing,
- (b) the correctness, subject as above mentioned, of the position, levels dimensions and alignment of all parts of the Works, and
- (c) the provision of all necessary instruments, appliances and labour in connection with the foregoing responsibilities

If, at any time during the execution of the works, any error appears in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required to do so by the Employer, shall, at his own cost, rectify such error to the satisfaction of the Employer.

14.0 Safety, Security and Protection of the Environment

The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

(a) have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons, and

(b) provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Employer or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others. Storage space, if any, available at site may be provided to the contractor by the Employer. However all necessary security, safety arrangements for the materials, equipment, goods so stored shall be provided by the contractor

(c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods or operation.

(d) Screen all lights provided by the Contractor so as not to interfere with any signal light on the railways or with any traffic or signal lights of any local authority.

15.0 Care of Works

The Contractor shall take full responsibility for the care of the Works and materials and Plant for incorporation therein from the Commencement Date until the date of issue of the Taking-Over Certificate, when the responsibility for the said care shall pass to the Employer, Provided that:

(a) if the Employer issues a Taking-Over Certificate for any Section or part of the Permanent Works the Contractor shall cease to be liable for the care of that Section or part from the date of issue of the Taking-Over Certificate, when the responsibility for the care of that Section or part shall pass to the Employer, and

(b) the Contractor shall take full responsibility for the care of any outstanding Works and materials and Plant for incorporation therein which he undertakes to or is otherwise required to finish such outstanding Works till the works have been completed

16.0 Responsibility to Rectify Loss or Damage

If any loss or damage happens to the Works, or any part thereof, or materials or Plant for incorporation therein, during the period for which the Contractor is responsible for the care thereof, from any cause whatsoever, other than the risks defined in Sub-Clause 17.0, the Contractor shall, at his own cost, rectify such loss or damage so that the Permanent Works conform in every respect with the provisions of the Contract to the satisfaction of the Employer.

17.0 Loss or Damage Due to Employer's Risk

In the event of any such loss or damage happening from any of the risks defined in Sub-Clause 18.0, or in combination with other risks, the Contractor shall, if and to the extent required by the Employer, rectify the loss or damage and the Employer shall determine an addition to the Contract Price and shall notify the Contractor accordingly. In the case of combination of risks causing loss or damage any such determination shall take into account the proportional responsibility of the Contractor and the Employer.

18.0 Employer's Risks

The Employer's risks are:

- (a) (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
 - (ii) rebellion, revolution, insurrection, or military or usurped power, or civil war,
 - (iii) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
 - (iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed,
- (b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract,
- (c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible, and
- (d) any operation of the forces of nature (insofar as it occurs on the site) which a contractor could not have reasonably foreseen.

21.0 Damage to Persons and Property

The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Employer against all losses and claims in respect of:

- 21.1.1 death of or injury to any person, or
- 21.1.2 loss or damage to any property (other than the Works):

Which may arise out of or in consequence of the execution and completion of the Works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

22.0 Compliance with Statutes, Regulations

The Contractor shall conform in all respects, including by the giving of all notices and the paying of all fees, with the provision of:

- 22.1.1 any National or State Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the Works and the remedying of any defects therein, and
- 22.1.2 the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works, and the Contractor shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such provision. Provided always that the Employer shall be responsible for obtaining any planning, zoning or other similar permission required for the Works to proceed and shall indemnify the Contractor.

23.0 Opportunities for other Contractors

The Contractor shall, in accordance with the requirements of the Employer, afford all reasonable opportunities for carrying out their work to:

- 23.1.1 any other contractors employed by the employer and their workmen,
- 23.1.2 the workmen of Employer, and

23.1.3 the workmen of any duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the Contract or of any contract which the employer may enter into in connection with or ancillary to the Works

24.0 Clearance of Site on Completion

Before the issue of any Taking-Over Certificate the Contractor shall clear away and remove from that part of the Site to which such Taking-Over Certificate relates all Contractor's Equipment, surplus material rubbish and Temporary Works of every kind, and leave such part of the Site and Works clean and in a workmanlike condition to the satisfaction of the Employer. Provided that the Contractor shall be entitled to retain on Site, until the end of the Defects Liability Period, such materials, Contractor's Equipment and Temporary Works as are required by him for the purpose of fulfilling his obligations during the Defects Liability Period.

25.0 Observance of Legislation

The Contractor shall at all times during the continuance of the Contract comply fully with all existing Acts, regulations and bylaws including all statutory amendments and re-enactments and acts that may be passed in future either by the state or the Central Government or local authority, including, Indian Workmen's Compensation Act, Contract Labour (Regulation and Abolition) Act 1970 and Equal remuneration Act 1976. Factories Act, Minimum Wages Act provident fund regulations employees provident Fund Act and schemes made under same Act, Health and Sanitary Arrangements for workmen, Insurance and other benefits and shall keep the Employer indemnified in case any action is commenced for contravention by the contractor.

If the Employer is caused to pay or reimburse any amounts for non-observance of the provisions of this clause on the part of the contractor the Employer shall have the right to deduct from any moneys due to the contractor or recover from the contractor personally any sum required or estimated to be required for making good the loss or damage suffered by the Employer. All registration and station inspection fees if any in respect of his work pursuant to the contract shall be to the account of the contractor.

26.0 Safety Provisions

The Contractor shall comply with all the precautions as required for the safety of the workman by the I.L.O Convention (NO.62) as far as they are applicable to the Contract. The Contractor shall provide all necessary safety appliances, gears like goggles, helmets, masks, etc. to the workmen and the staff.

The Contractor shall be responsible for observance by his sub-Contractors of the foregoing provisions.

27.0 Suspension of Work

The Contractor shall, on the instructions of the Employer, suspend the progress of the Works or any part thereof for such time and in such manner as the Employer may consider necessary and shall, during such suspension, properly protect and secure the Works or such part thereof so far as is necessary in the opinion of the Employer. Unless such suspension is:

- (a) otherwise provided for in the Contract, or
- (b) necessary by reason of some default of or breach of contract by the Contractor or for which he is responsible, or
- (c) necessary by reason of extra-ordinary climatic conditions on the Site, or
- (d) necessary for the proper execution of the Works or for the safety of the Works or any part thereof (save to the extent that such necessity arises from any act or default by the Employer or from any of the risks defined in Clause 20.0

28.0 Employer's Determination following Suspension

Where, pursuant to Sub-Clause 27.0, this Sub- Clause applies the Employer shall, after due consultation with the Contractor determine

- (a) any extension of time to which the Contractor is entitled under Clause 30, and
- (b) the amount, which shall be added to the Contract Price, in respect of the cost incurred by the Contractor by reason of such suspension.

And shall notify the Contractor accordingly.

29.0 Time for Completion

The whole of the Works shall be completed within the time of 12 months from date of issuing of work order Completion Time stated in the Contract, calculated from the Commencement Date, or such extended time as may be allowed under Clause 30.0

30.0 Extension of Time for Completion

In the event of

- (a) the amount or nature of extra or additional work, or
- (b) any cause of delay referred to in these Conditions by reference to clause 27.0, or
- (c) exceptionally adverse climatic conditions, or
- (d) any delay, impediment or prevention by the Employer, or
- (e) other special circumstances which may occur, other than through a default of or breach of contract by the Contractor or for which he is responsible,

being such as fairly to entitle the contractor to extension of time for completion of the works or any section or part thereof, the Employer shall after due consultation with the contractor, determine the amount of such extension and shall notify the contractor accordingly.

31.0 Liquidated Damages for Delay

If the Contractor fails to complete the execution of the works by the stated time for completion given in the Contract, then the Contractor shall pay to the Employer a sum of ½% of Contract Price per week of delay, as liquidated damages for such default and not as a penalty, for every day or part of a day which shall elapse between the relevant Time for Completion and the date of Actual Completion of the Works. The maximum amount of Liquidated Damages shall be 5% of the Contract Price. Provided that the provisions of this clause shall not be applicable for the extended time for completion in accordance with Clause 30.0

The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the contract.

32.0 Taking-Over Certificate

When the whole of the Works have been completed and all the equipment and systems have satisfactorily passed the Tests on Completion and the equipment and systems have been satisfactorily Validated in accordance with the Contract, the works shall be considered as Completed by the Contractor. The Employer shall, within 21 days of the date of receiving a completion notice from the Contractor, shall either issue to the Contractor, a Taking-Over Certificate / Completion Certificate, stating the date on which, in his opinion, the Works were completed in accordance with the Contract or give instructions in writing to the Contractor specifying all the work which in the Employer's opinion, is required to be done by the Contractor before the issue of such Certificate.

33.0 Warranty / Guarantee

Bidder must provide one (01) year comprehensive on-site warranty and it will commence from the date of the satisfactory installation/ commissioning/ handing over of goods, against the defect of any manufacturing, workmanship and poor quality of the components. No offer of the vendor will be accepted without warranty, guarantee of their supplied/ installed goods.

34.0 Installation

All the works shall be completed within 12 weeks from the date of issue of work order by the Centre. All the aspects of safe installation shall be the exclusive responsibility of the supplier. If the supplier fails to complete the work on or before the stipulated date, then a compensation for delay of work @ 1.5% per month of delay of work to be paid under this condition shall not exceed 10% of the Tendered Value of work.

35.0 Variations

The Employer may make any variation of the form, or the Scope Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the Contractor to do any of the following:

- (a) execute additional work of any kind necessary for the completion of the Works
- (d) change any specified sequence or timing of construction of any part of the Works.

The provisions under this clause shall apply only to the varied works, which are not covered and included in the scope of the work given in the Contract.

Provided that, No such variation shall in any way vitiate or invalidate the Contract, but the effect and financial implication, if any, of all such variations shall be valued in accordance with Clause 36.0 .

36.0 Valuation of Variations

All variations referred to in Clause 35.0 and any additions to the Contract Price which are required to be determined, shall be valued in the following order of preference:

- a) shall be valued at the rates and prices set out in the Contract if, in the opinion of the Employer, the same shall be applicable.
- b) If the contract does not contain any such rates or prices applicable to the varied work, the rates and prices in the Contract for similar works shall be used as the basis for valuation so far as may be reasonable and the same shall be agreed upon between the Employer and the Contractor.
- c) In the event of disagreement, the varied works shall be derived, as appropriate based on CPWD norms/market rates.

Until such time as rates or prices are agreed or fixed, the Employer shall determine provisional rates or prices to enable on-account payments to be included in interim/adhoc payments certificates issued.

37.0 Force Majeure

The Contractor shall be under no liability for damage to the works, destruction of or damage to property (whether of the Institute or third party) or injury or loss of life, in consequence of any of the following risks whether by way of indemnity or otherwise:

- a) as a consequence of war, hostilities (whether war be declared or not), invasion, act of foreign enemies.
- b) rebellion, revolution, insurrection, or military or usurped power or civil war.
- c) Ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio- active toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof,
- d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

38.0 Terms of Payment

No Advance Payment will be made

Against supply of all the material at the Site, 75% of payment will be released against approval of the Engineer-in-Charge/User, Balance payment (25%) will be released on completion of work and handover of DQ-IQ-OQ documents after Validation, against submission of Performance Bond or Bank Guarantee

The pre-receipted paste of Rs. 1 revenue stamp on each bill in triplicate may be send to this office for payment after satisfactory delivery & Installation of the goods. The bill should have full particulars of the items.

- a) No payment shall be made in advance nor shall the lone from any or financial institutions be recommended on the basis of the order of award of work. The contractor shall submit the bill only after successfully installation and commissioning. The case of issuing sanction and passing of bill for payment will be initiated on receipt of a pre-receipted invoice from the contractor.
- b) No payment will be made for goods rejected.
- c) EMD can be adjusted to that extent against Performance Guarantee.
- d) The above rates must be inclusive of all applicable Taxes, handling and freight charges etc., & all applicable Taxes shall be deducted at source from the passed amount of the contractor bill.
- e) The party shall be deemed to have visited to the site, understood the work prior to quoting of rates.
- f) Kindly mention the tender No. & due date, bidders full address, email address and contract number on the sealed envelope.

39.0 Place of Payment

Payments to the Contractor shall be made by the Employer, within 15 days of submission of Bill, in Indian Rupees into a bank account or accounts nominated by the Contractor or by Account Payee Cheque/Demand Draft/ RTGS transfer.

40.0 Refund of Security Deposit / Performance Guarantee

The Security Deposit/ Performance Guaranty mentioned above may be refunded to the Contractor after completion of Defect Liability period/ Warranty period of Twelve (12) month on termination or expiry of the contract provided always that the Contractor shall first have been paid the last & final monthly bill and have rendered a “NIL CLAIM CERTIFICATE”

No interest shall be paid to the contractor on retention money.

41.0 Taxation

The contractor shall pay all taxes, duties, levies, work contract tax, service tax etc. of the Government Provisions as applicable as per the advice of the Income Tax, Sales Tax Authority. Deduction of Income-Tax/ other taxes shall be made from each certificate of payment as per the relevant provisions of the Income Tax Act or as per the advice of the Income Tax authority/ other competent authority

42.0 Settlement of Disputes

If a dispute of any kind whatsoever arise between the Employer and the Contractor in connection with , or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Employer, the matter in dispute shall, in the first place, be referred in writing to the Employer. Such reference shall state that it is made pursuant to this Clause. On receipt of such reference the Employer shall give notice of his decision to the Contractor. Such decision shall state that it is made pursuant to this Clause.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence and the Contractor and the Employer shall give effect forthwith to every such decision of the Employer unless and until the same shall be revised, as hereinafter provided in an amicable settlement or an arbitral award.

If either the Employer or the Contractor be dissatisfied with any decision, then either the Employer or the Contractor may give notice to the other party of his intention to commence arbitration as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided, as to such dispute. The Arbitrator shall be appointed by the Registrar, Central University of Tamil Nadu, Thiruvavur.

Where notice of intention to commence arbitration as to dispute has been given, arbitration of such dispute shall not be commenced unless, the parties have explored the possibility of conciliation as per the provisions of Part-III of the Arbitration and Conciliation Act, 1996. When such conciliation has failed, the parties shall adopt the procedure for arbitration, as per Indian Arbitration and Conciliation Act.

For settlement of all disputes & Arbitration the place of jurisdiction shall be Thiruvavur, Tamil Nadu.

43.0 Default of Contractor

If the Contractor is deemed by law unable to pay his debts as they fall due, or enters into voluntary or involuntary bankruptcy, liquidation or dissolution (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or becomes insolvent, or makes an arrangement with, or assignment in favour of, his creditors or agrees to carry out the Contract under a committee of inspection of his creditors, or if a receiver, administrator, trustee or liquidator is appointed over any substantial part of his assets, or if, under any law or regulation relating to reorganisation, arrangement or readjustment of debts proceedings are, commenced against the Contractor or resolution passed in connection with dissolution or liquidation or, if any, step are taken to enforce any security interest over a substantial part of the assets of the Contractor, or if, any act is done or event occurs with respect to the Contractor or his assets which under any applicable law has a substantially similar effect to any of the foregoing acts or events, or if the Contractor has an execution levied on his goods, or if the Employer certifies, with a copy to the Contractor, that, in his opinion the contractor

- (a) has repudiated the Contract, or
- (b) without reasonable excuse has failed
 - (i) to commence and complete the work in accordance with contract, or
 - (ii) to proceed with the Works, or any section thereof, within 28 days after receiving notice , or
- (c) despite previous warning from the Employer, in writing, is otherwise persistently or flagrantly neglecting to comply with any of the obligation under the Contract, then for the avoidance of doubt the contractor shall be in default of its obligations under this contract and furthermore the Employer may, after giving fourteen days' notice to the Contractor, enter upon the Site and expel the Contractor there from without thereby voiding the Contract, or releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and powers conferred on the Employer by the Contract, and may himself complete the Works or may employ any other contractor to complete the Works.

44.0 Valuation at Date of Expulsion

The Employer, as soon as may be practicable after any such entry and expulsion by the Employer, shall fix and determine ex parte, or by or after reference to the parties or after such investigation or enquiries as he may think fit to make or institute, and shall certify :

- (a) what amount (if any) had, at the time of such entry and expulsion, been reasonably earned by or would reasonably accrue to the Contractor in respect of work then actually done by him under the Contract, and
- (b) the value of any of the said unused or partially used materials, any Contractor's Equipment and any Temporary Works.

45.0 Default of Employer

In the event of the Employer:

- a) becoming bankrupt or being a company, going into liquidation, other than for the purpose of a scheme of reconstruction or amalgamation, or
- b) giving notice to the Contractor that for unforeseen reasons, due to economic dislocation, it is impossible for him to continue to meet his contractual obligations,

the Contractor shall be entitled to terminate his employment under the contract by giving notice to the Employer, with a copy to the Employer. Such termination shall take effect 14 days after the giving of the notice.

46.0 Payment on Termination

In the event of such termination by the Contractor as per Clause 45.0, the employer shall determine the amount due or payable to the contractor, but, in addition the Employer shall pay to the Contractor the amount of any loss or damage to the Contractor arising out of or in connection with or by consequence of such termination.

47.0 Water Supply & Power Supply

Water and power supply at site for drinking purpose as well as for construction purpose shall be made available to the contractor. The contractor shall make his own arrangements at his cost to avail water and power from the source made available at site by the Employer. In case the Employer is unable to provide water and power for construction purpose, the contractor shall make his own arrangements at site at his cost.

Non availability of power supply and/or water from whatever source shall not entail any additional claims or extension of contract period.

48.0 Arrangement of Labour and workers

The contractor shall make his own arrangement for labour and workers required to execute the works and shall make all the required arrangements for travel, food, lodging etc. at his own cost and the cost of the same is deemed to have been included in the quoted price by the Bidder. Labour hutments shall not be allowed inside the campus.

49.0 TRAINING

On completion of the work, the contractor shall provide training to the Employer's staff. The training shall cover the following aspects:

- a) Handling, operation, servicing and maintenance of all the equipment/s, systems, services and engineering installations in the facility.
- b) Training on emergency response in situation like fire, spill, power outage etc.
- c) Training on carrying out laboratory fumigation
- d) Training on loading & unloading of autoclave and selection and operation of decontamination cycle
- e) Training on operation of effluent decontamination system
- f) Any other training, as desired and requested by the Employer on the installations made by the contractor.

FORMAT OF AGREEMENT

(On Rs. 100/- stamp paper to be submitted after award of work)

This Agreement made the _____ day of _____ 20_____ between (hereinafter called "The Employer") who enters into this Agreement of the one part and M/s..... (hereinafter called "The Contractor") of the other part.

Whereas The Employer is desirous that certain Works should be executed by the Contractor, viz _____ ("the works") and has accepted a Bid by the Contractor for the execution and completion of the Works and the remedying of any defects therein at a total estimated contract value of Rs._____.

Now this Agreement witnesseth as follows :

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz :
 - (a) The Letter of Award
 - (b) The said Bid;
 - (c) Instructions to Bidders;
 - (d) The Specification;
 - (e) The Conditions of Contract;
 - (f) The Drawings;
 - (g) The Priced Bill of Quantities;
 - (h) Other relevant documents referred to and attached in this Agreement or in the aforementioned documents;
3. In consideration of the payments to be made by the Employer to the contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

Signed, Sealed, and Delivered by the Said _____

Binding Signature of [Employer]

Binding Signature of Contractor _____

In the presence of

Witness (1):

Witness (2):

(To be executed on non-Judicial stamped paper of an appropriate value)
PERFORMANCE BANK GUARANTEE (PBG)

Date :.....

Bank Guarantee No :
Amount of Guarantee:
Guarantee Period : FromTo.....
Guarantee Expiry Date:
Last date of Lodgement:

- a) In consideration of Central University of Tamil Nadu, Thiruvarur, Tamil Nadu (hereinafter called the CUTN) represented by the Registrar, Central University of Tamil Nadu, Neelakudi Campus, Thiruvarur, Tamil Nadu – 610 005 having agreed to exempt M/s.....(hereinafter called “the said contractor from the Order datedmade between the CUTN and M/s.....the contractor for hereinafter called “the said agreement”) of the Security Deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said agreement on production of a Bank Guarantee for Rs...../- (Rupees.....only). We..... (herein after referred to as Bank) at the request of M/s.....(Contractor) do hereby undertake to pay to the CUTN and amount not exceeding Rs..... /- (Rupeesonly)against any loss or damage caused to or suffered or would be caused to or suffered by the CUTN by reasons of any breach by the said contractor of any of the terms and conditions contained in the said agreement.
- b) We.....bank..... branch do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the CUTN stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the CUTN by reasons of breach of the said contractor of any of the terms of conditions contained in the said Agreement or by reason of the contractor failure to perform the said Agreement. Any such demand made on the Bank shall conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... /- (Rupeesonly).
- c) We..... undertake to pay to the CUTN any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any court or Tribunal or Arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.
- d) Wefurther agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the CUTN under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharges or till the CUTN certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry date of guarantee (...../...../20.....). We shall be discharged from all liability under this guarantee thereafter.

- e) We.....further agree with the CUTN that the CUTN shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the CUTN against the said contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or form any for bearance, act or omission on the part of the CUTN or any indulgence by the CUTN to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties but for this provision have effect of so relieving us.
- f) Bank guarantee shall remain in full force upto...../...../20.....
- g) This guarantee will not be discharged due to the change in the constitution of the bank or the contractor.
- h) We.....lastly undertake not to revoke this guarantee during its currency except with the previous consent of the CUTN in writing.

Notwithstanding anything contained herein

1. Our liability under this bank guarantee shall not exceed Rs..... /- (Rupeesonly).
2. The bank guarantee shall be valid upto...../...../20.....and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before/...../20....
4. We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the power of Attorney dated(date of power of attorney to be inserted).....granted to him by the bank.

Dated day of20.....

Bank:

Corporate seal of the Bank:

By its constituted Attorney signature of a person duly authorized to sign on behalf of the Bank

தமிழ்நாடு மத்தியப்
பல்கலைக்கழகம்



CENTRAL
UNIVERSITY OF
TAMIL NADU

தமிழ்நாடு கெந்திரிய
விஸ்வவித்யாலயம்

ESTABLISHED BY AN ACT OF PARLIAMENT IN 2009

நீலக்குடிபரிசர்/Neelakudi Campus ,திருவாரூர்/Thiruvarur- 610 005

estate@cutn.ac.in

04366 277 466

Estate Section (Civil)

“FINANCIAL BID”

Tender Id no	CUTNCVL20202103
Tender Ref. no	CUTN/ENGG/CVL/Tender/2020-21/03
Name of Work	Establishment of Bio Safety Level-2 (BSL-2) Laboratory and Associated works on Turnkey Basis at Central University of Tamil Nadu, Thiruvarur.
Value of Work	Rs. 19,27,627/-
Period of Work	12 Weeks
Date of issue of Tender	01.10.2020
Last Date & Time for Receipt of Tenders	22.10.2020 upto 15:00 Hrs

SCHEDULE-‘A’

Name of work	Establishment of Bio Safety Level-2 (BSL-2) Laboratory and Associated works on Turnkey Basis at Central University of Tamil Nadu, Thiruvavur.
Total amount of work	Rs. 19,27,627/- (Rupees Nineteen Lakh Twenty Seven Thousand Six Hundred and Seven only)
Period of Work	12 Weeks

Bill Of Quantities(BOQ)

Item No.	DSR-2018 /LMR	Sub Heads & Item of Works	Qty	Unit	Rate per Unit (Rs)	Rate per Unit (In words)	Amount (Rs)
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(Refer attached separate sheets under ‘Bill of Quantities’, Total pages 06 (Pg no: 43 to 48) of this Financial bid.)

Note:- The details and quantities of each item of work shown in the Bill Of Quantities (BOQ) are only approximate. They are given as a guide for the purpose of tendering only and are liable to variation and alteration of the Competent Authority. The work under each item as executed shall be measured and priced at the corresponding rate quoted by the contractor in the Bill Of Quantities (BOQ).

Bill Of Quantities (BOQ)

Name of the work: Establishment of Bio Safety Level-2 (BSL-2) Laboratory and Associated works on Turnkey Basis at Central University of Tamil Nadu, Thiruvarur.

Part- A						
Item No.	Sub Heads & Item of Works	Qty	Unit	Rate per Unit (Rs)	Rate per Unit (In words)	Amount (Rs)
<i>(1)</i>	<i>(2)</i>	<i>(3)</i>	<i>(4)</i>	<i>(5)</i>	<i>(6)</i>	<i>(7)=(3)x(5)</i>
1	Air conditioner 5.5 TR (Make Blue Star) condensing unit of with scroll compressor duly commissioned with copper piping, pressure testing & gas charging.	1	Set			
2	AHU for supply of Air to the Lab 750cfm, complete with HEPA filters, 10 μ & 5 μ prefilters, blower & cooling coil, with upto 30% fresh Air intake provision	1	Nos			
3	Exhaust AHU module made of GI powder coated material with HEPA filter& blower, Capacity: not less than 250cfm	1	Nos			
4	Air Distribution- Ducts, insulation, RA risers, Dampers, Grilles & Diffusers.		lot			
5	Special control panel with VFD control, Room pressure sensor, Audible & visual Alarm to maintain the room at negative pressure with respect to the adjacent room.	1	Set			
6	UPS back up for the Exhaust AHU for 20minutes complete with branded Batteries.	1	Set			

Item No.	Sub Heads & Item of Works	Qty	Unit	Rate per Unit (Rs)	Rate per Unit (In words)	Amount (Rs)
(1)	(2)	(3)	(4)	(5)	(6)	(7)=(3)x(5)
7	Magnehelic Gauge for reading room pressure	3	Nos			
8	Lighting fixtures clean room light fittings with CFL lamps in the false ceiling & Modular switches in wall panels (including cutout, Fittings, CFL lamps, Switches) size: 24" x 12"	2	Nos			
8.1	Lighting fixtures clean room light fittings with CFL lamps in the false ceiling & Modular switches in wall panels (including cutout, Fittings, CFL lamps, Switches) size: 12"x 12".	2	Nos			
9	Additional Switches-Sockets: in Modular Wall Panels, 15/5A plug sockets	6	Nos			
10	Modular EPS insulated clean room wall panels (80mm thick) with both sides PPGI with 3Nos. Return Air Risers provision.	600	SqFt			
11	Modular, EPS Insulated Clean Room Ceiling Panels _(40mm thick), both sides PPGI	200	SqFt			
12	Coving: Aluminium sections to round off 90° joints between floor-wall-ceiling	80	Metre			
13	Corner Coving: Die cast aluminium coving for corners	20	Nos			

Item No.	Sub Heads & Item of Works	Qty	Unit	Rate per Unit (Rs)	Rate per Unit (In words)	Amount (Rs)
<i>(1)</i>	<i>(2)</i>	<i>(3)</i>	<i>(4)</i>	<i>(5)</i>	<i>(6)</i>	<i>(7)=(3)x(5)</i>
14	Clean Room Doors – Metallic powder coated with View Panels, SS hinges, SS handles, Door closer, drop seal, SS push plate etc. Size: 1.0 X 2.1m	2	Nos			
15	View Panels: with double side flush glass Size 0.75m x 0.75m	1	Nos			
16	Epoxy flooring 2mm thick, seamless poured Epoxy flooring.	150	SqFt			
17	3 Door interlock with circuit, wiring & Electromagnets	1	Set			
18	Wiring for lighting & sockets including distribution board, MCB, etc		Lot			
19	Clean room furniture made of stainless steel (3 x 2 ft) Table with chair – 2sets, Handsfree sink. size: 18” x 12”- 1 No		Lot			
20	Dynamic pass box inner size (500x500x500)mm with HEPA filtration, made of GI powder coated with stainless steel base.	1	Nos			

Item No.	Sub Heads & Item of Works	Qty	Unit	Rate per Unit (Rs)	Rate per Unit (In words)	Amount (Rs)
<i>(1)</i>	<i>(2)</i>	<i>(3)</i>	<i>(4)</i>	<i>(5)</i>	<i>(6)</i>	<i>(7)=(3)x(5)</i>
21	Minor Civil works including wall cutouts, drain (<5m) & Feed piping (<8m).		Lot			
22	Installation, Commissioning & Validation including DQ-IQ-OQ documentation (As part of Validation HEPA filter Integrity test (PAO challenge test), Air Velocity, AHU capacity, Room Pressures should be demonstrated and reported using Calibrated instrument with traceability to NABL. Consumable items required for the tests shall be arranged by the Contractor.		Lot			

Part- B

Item No.	Sub Heads & Item of Works	Qty	Unit	Rate per Unit (Rs)	Rate per Unit (In words)	Amount (Rs)
<i>(1)</i>	<i>(2)</i>	<i>(3)</i>	<i>(4)</i>	<i>(5)</i>	<i>(6)</i>	<i>(7)=(3)x(5)</i>
1	Positive Pressure HEPA Module (200 cfm)	1	No.			
2	HEPA Tower Module (800 cfm)	1	No.			
3	Modular EPS insulated clean room wall panels (60mm thick) with both sides PPG	450	SqFt			

Item No.	Sub Heads & Item of Works	Qty	Unit	Rate per Unit (Rs)	Rate per Unit (In words)	Amount (Rs)
<i>(1)</i>	<i>(2)</i>	<i>(3)</i>	<i>(4)</i>	<i>(5)</i>	<i>(6)</i>	<i>(7)=(3)x(5)</i>
4	Modular, EPS/PUF Insulated Clean Room Ceiling Panels (60mm thick), both sides PPGI	100	SqFt			
5	Coving: Aluminium sections to round off 90° joints between floor-wall-ceiling	33	Metre			
6	Corner Coving: Die cast aluminium powder coated 3D corner coving to match running covings.	10	Nos			
7	Clean Room Hinged Doors – Metallic with double glazed View Panels, SS ball bearing hinges, SS handles, Door closer. Size: 1.0 X 2.1m	1	Nos			
8	Epoxy flooring Self levelling, seamless floor with suitable surface preparation, 2mm total thickness	100	SqFt			
9	Lighting fixtures clean room light fittings with CFL lamps & Modular switches in wall panels (including cutout, Fittings, CFL lamps, Switches) size: 24” x 12”	3	Nos			
10	View Panels: double glazed, with flush mounting Size 750 x 900mm on wall panels	1	Nos			

Item No.	Sub Heads & Item of Works	Qty	Unit	Rate per Unit (Rs)	Rate per Unit (In words)	Amount (Rs)
(1)	(2)	(3)	(4)	(5)	(6)	(7)=(3)x(5)
11	Magnehelic Gauge for reading room pressure including wall mount fixture	1	Nos			
12	Installation, Commissioning & Validation including DQ-IQ-OQ documentation (As part of Validation HEPA filter Integrity test (PAO challenge test), Air Velocity, AHU capacity, Room Pressures should be demonstrated and reported using Calibrated instrument with traceability to NABL. Consumable items required for the tests shall be arranged by the Contractor.		Lot			
13	Add. Electrical points installed in the wall panels 2Nos. 15/5A sockets at 3 locations (includes cut-out in wall panel, conduit in wall panels for concealed wiring, modular sockets complete & wiring from existing sockets)		Lot			
Total (Rs.)						
				GST	%	GST (Rs.)
Grand Total (Rs.)						

Grand Total Amount in Word.....Only.

I/We declare that the above quoted prices are firm and shall not be subject to any variation for the entire period of the contract.

Place:
Date:

Signature of the bidder with seal