



**Centre for DNA Fingerprinting and Diagnostics (CDFD)**

**Tender Notice No.: CDFD/ENGG/HVAC/MAINT/TEND/2019-20/01, Dated 05-07-2019**

CDFD invites sealed quotations for  
“Comprehensive Annual Maintenance of Chillers (6 Nos.) and Operating and  
AMC (Manpower supply) of HVAC Central Plant  
(Main Laboratory AC Plant, Animal House AC Plant and BSL-3 AC Plant)”

**Name of work:** “Comprehensive Annual Maintenance of Chillers (6 Nos.) and Operating and  
AMC (Manpower supply) of HVAC Central Plant (Main Laboratory AC Plant,  
Animal House AC Plant and BSL-3 AC Plant)”

**Scope of work:** Comprehensive Annual Maintenance of Chillers (6 Nos.) and Operating and  
AMC (Manpower supply) of HVAC Central Plant (Main Laboratory AC Plant,  
Animal House AC Plant and BSL-3 AC Plant) for the period from 01-08-2019  
to 31-07-2020 at CDFD Laboratory Building Site ‘A’, Uppal Campus, Hyd.

<b>Approximate cost</b>	<b>Cost of Tender Document</b>	<b>EMD</b>	<b>Downloading of Tenders</b>	<b>Last date for submission of Tender</b>	<b>Date of Opening of Tender</b>
Rs.60.50 Lakhs/year	Rs.2000/-	2% of approximate cost	05-07-2019 to 24-07-2019	24-07-2019 upto 15.00 Hours	24-07-2019 at 15.30 Hours

The Tender Document can be downloaded from the CDFD website at the following web link:<http://cdfd.org.in/inside%20htmls/tenders.html> and [www.eprocure.gov.in](http://www.eprocure.gov.in). Filled-in Tender hardcopy should be submitted along with requisite DDs drawn in favour of “DIRECTOR, CDFD” in the Office of Incharge-Engineering, Laboratory Building, Uppal Campus. Interested firms may visit the site on every Tuesday and Thursday between 3.00 p.m. to 5.00 p.m. with prior appointment. Copy of Firm Registration Certificate along with GST certificate should be enclosed. Amendments / Corrigendum, if any, would be hosted on the CDFD website only.

Sd/-  
Incharge-Engineering

**CENTRE FOR DNA FINGERPRINTING & DIAGNOSTICS  
HYDERABAD**



**TENDER DOCUMENT**

**FOR**

**Comprehensive Annual Maintenance of Chillers (6 Nos.) and Operating and  
AMC (Manpower supply) of HVAC Central Plant  
(Main Laboratory AC Plant, Animal House AC Plant and BSL-3 AC Plant)**

**TENDER NOTICE NO.CDFD/ENGG/HVAC/MAINT/TEND/2019-20/01**

**ISSUED TO M/s.....**

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**DIRECTOR**

**CENTRE FOR DNA FINGERPRINTING AND DIAGNOSTICS (CDFD)**

Survey Nos.584 to 587, 634 & 635, Opp. to Metro Rail Pillar No.NUP-9

Inner Ring Road, Uppal, Hyderabad – 500 039.

Telangana State.

EMPLOYER

CONTRACTOR

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## **NOTICE INVITING TENDER**

### **TENDER NOTICE NO: CDFD/ENGG/HVAC/MAINT/TEND/2019-20/01**

Comprehensive Annual Maintenance of Chillers (6 Nos.) and Operating and AMC (Manpower supply) of HVAC Central Plant (Main Laboratory AC Plant, Animal House AC Plant and BSL-3 AC Plant) for the period from 01-08-2019 to 31-07-2020 at CDFD Laboratory Building Site 'A', Uppal Campus, Hyderabad.

“Sealed Tenders are invited on behalf of the Director, CDFD in Two Bid System in respect of the work as detailed below upto 24-07-2019 (Wednesday) – 15.00 hrs.

1. **Name of work:** Comprehensive Annual Maintenance of Chillers (6 Nos.) and Operating and AMC (Manpower supply) of HVAC Central Plant (Main Laboratory AC Plant, Animal House AC Plant and BSL-3 AC Plant )

**Scope of work:** Comprehensive Annual Maintenance of Chillers (6 Nos.) and Operating and AMC (Manpower supply) of HVAC Central Plant (Main Laboratory AC Plant, Animal House AC Plant and BSL-3 AC Plant) for the period from 01-08-2019 to 31-07-2020 at CDFD Laboratory Building Site 'A', Uppal Campus, Hyderabad.

2. **Details of Tender:**

1.	Approximate cost	Rs.60.50 Lakhs per year
2.	Earnest Money	2% of approximate cost
3.	AMC Period	One year + Two years (extendable) Total – 3 years
4.	Cost of Tender Document	Rs.2000-00

3. The Tender Document can be downloaded from the CDFD website at the following web link:<http://cdfd.org.in/inside%20htmls/tenders.html> and [www.eprocure.gov.in](http://www.eprocure.gov.in) and should be submitted along with requisite DD for Rs.2000/- drawn in favour of “DIRECTOR, CDFD” in the Office of Incharge-Engineering, Laboratory Building, Uppal Campus. Copy of Firm Registration Certificate along with GST certificate should be enclosed. Cost of tender document and EMD to be submitted in the form of Demand Draft. Amendments / Corrigendum, if any, would be hosted on the CDFD website only.
4. Tender Form is not transferable and the cost of tender form is not refundable.
5. The site of the work is located at CDFD Laboratory Building at Site 'A', Uppal Campus, Hyderabad.
6. The above Tender will be dealt with under “Two Bid System” i.e. the tenderers have to submit Technical Bid and Price Bid separately.

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7. The Technical Bid shall contain the following:
  - (i) EMD in the form of Demand Draft.
  - (ii) Work experience giving details of work done by the tenderer in the past Five years as per the Proforma – IV and Proforma – V.
  - (iii) Other Information / documents as indicated in Instructions to Tenderers.
  - (iv) Any other information, tenderer may like to submit reflecting their credentials.
- 7.1 The Price Bid shall contain the following:
  - (i) Duly filled in Price Bid document.

Tenderers are required to quote the percentage of profit over the payments, to the persons deployed calculated on the basis of current minimum wages only. (profit is not allowed on ESI & EPF paid to staff).
8. The Earnest Money Deposit mentioned against the above work shall be furnished in the form of Demand Draft in favour of “Director, CDFD, Hyderabad” from any nationalized Bank.
9. Sealed tenders – Technical Bid envelope and Price Bid envelope both kept in one envelope super-scribed “Tender for Comprehensive Maintenance of Chillers (6 Nos.) and Operating and AMC (Manpower supply) of HVAC Central Plant (Main Laboratory AC Plant, Animal House AC Plant and BSL-3 AC Plant) are to be deposited in the Box kept for the purpose in the Engineering Section, Uppal Site ‘A’, Laboratory Campus, Hyderabad.
10. **Eligibility Criteria:**
  - 10.1 To be eligible for award of contract, bidders shall provide satisfactory evidence to CDFD of their eligibility and of their capability and adequacy of resources to carry out the contract effectively as detailed below:
    - i) Copies of original documents defining the constitution or legal status, place of registration and principal places of business of the company or firm or partnership.
    - iv) **Actual Proof of Annual Turn Over:** The bidder should have achieved a minimum annual financial turnover of **Rs.1.20 Crores** in any one of the last five years. The proof of annual turnover shall be duly certified by chartered Accountant / Income Tax Authorities.

- v) **Work Experience:** The tenderer should have satisfactorily completed in his own / firm name at least one work of similar nature of minimum value of **Rs.4.00 Lakh / month (Excluding GST)** or two works of each aggregate cost not less than **Rs.3.00 Lakh / month (Excluding GST)** or three works of each **Rs.2.00 Lakh** during the **last 5 (Five) years** prior to the date of submission of the bid in any Central / State Government or Central / State Government autonomous bodies / Electricity Boards. Works completed prior to the cutoff date (30-06-2019) shall not be considered, only such works will be considered which are 100% complete in all respects.

The tenderer should submit the details of such completed works. In support of having completed these works, the tenderer should submit copies of the completion certificates from the owner companies indicating the name of work, the description of work done by the tenderer, value of contract executed by the bidder, date of start, date of completion (contractual and actual), value of the material supplied by the client, if any.

11. CDFD does not bind itself to accept the lowest or any other tender and reserves the authority to reject any or all tenders without assigning any reason. All the tenders, in which any of the prescribed conditions are not fulfilled or incomplete, in any respect, are liable to be rejected.
12. This Notice Inviting Tender (N.I.T) shall form the part of the Contract Document.
13. The Director, CDFD reserves the right to postpone the tender issue date, submission / opening date and to accept or reject any or all tenders without assigning any reasons.
14. Tender completed in all respects shall be submitted as per "Instructions to Tenders" forming part of the tender document.
15. Any tender received without Earnest Money in the form as specified shall be summarily rejected.
16. The successful tenderer on the acceptance of his tender by CDFD shall within seven days from the stipulated date of start of the work sign the formal contract.
17. The tenderer shall sign all the pages of the tender documents and other documents submitted by him along with the tender.
18. The tenderer should ensure that percentage quoted should appear only in the Price Bid document and nowhere else, otherwise, the tender is liable to be rejected.
19. Tenders containing two packets namely Technical bid and Price bid shall be submitted within the due date. Technical bid shall be opened on 24-07-2019 (Wednesday). Financial / Price Bid of bidders who qualify Technical Bid only shall be opened at a later date which shall be intimated to all eligible bidders participating in the Technical Bid.

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20. The contractor must visit various HVAC Plant / equipments / line / site and get acquainted with the scope of work before quoting in the bid.
21. The successful bidder shall submit a detailed tentative plan of carrying out the job within a period of 5 days after award of work.
22. Director, CDFD reserves the right of accepting the whole or part of any tender and tenderer shall be bound to perform the same at the rate or amount quoted.
23. Failure of contractor to accept the work order / LOI shall be treated as breach of contract. Similarly failure to start the work without sufficient reason, by the date stipulated in the work order / LOI shall also treated as breach of contract, in both the cases the contractor's earnest money shall be forfeited.
24. Documents duly completed in all respects shall be dropped in the tender box kept for the purpose in the office of In-charge Engineering, CDFD, Uppal Site 'A', Hyderabad.

I	Last Date of issue of Tender Form	24-07-2019 (Wednesday)
II	Site visit on Every Tuesday and Thursday	at 3.00 p.m. with prior appointment
III	Closing of Tender Box at 15.00 hours on	24-07-2019 (Wednesday)
IV	Opening of Tender Box at 15.30 hours on	24-07-2019 (Wednesday)

**IN-CHARGE-ENGINEERING**

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**PROFORMA – IV**

**PROFORMA FOR SUBMISSION OF PAST CONTRACTUAL PERFORMANCE**

This is to certify that we M/s..... submitting this offer.

- a) Have not made any misleading or false representation in the forms statements and attachments in proof of the qualification requirements.
- b) Do not have records of poor performance such as abandoning the work not properly completing the contract inordinate delays in completion litigation history or financial failure etc.
- c) Business has never been banned with us by a Central / State Govt. Department / Public Sector Undertakings of Enterprises of Central / State Govt.
- d) Have submitted all the supporting documents and furnished the relevant details as per the prescribed format.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

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**PROFORMA – V**

**LIST OF SIMILAR WORKS COMPLETED DURING THE LAST 3 (THREE) YEARS**

S.No.	Client Name	Name of the work	Scope of work	Bidders Agreement	Contract Value	Location	Date of start	Date of completion	Arbitration if any details

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**TERMS AND CONDITIONS OF CONTRACT**

1. The repair and maintenance work shall be carried out during normal duty hours and also during odd hours, Sundays and holidays as per the directions of Engineer-In-Charge and nothing extra shall be paid for carrying out the work during odd hours Sundays and holidays.
2. The residential accommodation for worker / supervisor of the contractors will be arranged by the contractors and no extra charges will be paid.
3. The vehicle for transportation of manpower will be arranged by the contractor.
4. The worker / supervisor of the contractor should be stationed at respective places.
5. The tools and tackles will be arranged by the contractor.
6. The contractor will have to attend breakdown maintenance of any component or line during odd hour for which the contractor shall not be paid any extra charges and it is mandatory for the contractor to attend the breakdown repair as and when required. Failure to attend the duties by the contractor shall be penalized by Engineer-In-Charge with an amount of Rs.5,000/- per shift per call or even termination of contract without any notice.
7. This job is highly skilled one and hence prior experience and expertise on similar type of job in similar project will be the deciding factor for award. The bidder is supposed to provide all relevant information like past experience, detail and skilled manpower available etc. in the bid for techno commercial evaluation.
8. The contractor will comply with all acts / laws and other statutory provisions, rules, regulation and byelaws as are applicable or which might become applicable with regard to the performance of the work and the engagement of the workers including Electrical Safety Rules.
9. The contractor shall maintain a site order book which will be available at site, so that any instruction could be passed on by CDFD. The contractor or his authorized representative will take signature of the CDFD authorized representative after complying with instructions and will produce photo copy of site order book each month along with bill.
10. In case the performance of the contractor is not found satisfactory and there are complaints against him, the contract can be terminated by giving 30 days' notice by the Engineer-In-Charge if no remedial action is taken by contractor to the satisfaction of Engineer-In-Charge.

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11. The contractor or his authorized representative shall make himself available at designated area / offices for taking instructions about the job.
12. Duty hours of workman / supervisor for the job will be same as followed under industrial act and as per instruction of the Engineer-In-Charge.
13. The contractor shall not deploy any person below the age of 18 years.
14. The workman / supervisor to be engaged shall be exclusively on contract and they shall have no right in any way for direct or indirect employment in CDFD during the currency of contract and after and its expiry or termination. No employee of the contract who have ever worked on contract against this work will be offered direct or indirect employment of CDFD on the basis of their work in CDFD. However, such employees shall not be barred to apply for any part which is advertised by open advertisement for which they are otherwise qualified. The workman / supervisor shall be qualified and well versed in similar nature of work
- 15) (a) Contractor shall not sublet this work or part of this work to any other sub-contractor / contractor except with prior approval of CDFD, which shall be awarded if the contractor cannot himself execute the work due to such events beyond control.
- 16 The contractor shall be responsible to ensure all safety measures during the work. In case any mishap, the contractor shall have to bear all financial liabilities. CDFD shall not be liable to pay any compensation or take responsibility.
- 17 (i) The payment shall be made month wise on submission of bill by the contractor subject to verification by the concerned Engineer-In-Charge or his authorized representative. This however shall not be linked with liability of the contractor to pay wages to his workers as per the provision of minimum wages act.  
  
(ii) Though, a lump sum tender the payment shall be made on pro-rata basis of the total value of contract based on the attendance of the staff.
- 18 During the period of contract, the contractor will be responsible for proper and consistent functioning of all HVAC Systems, being used by this office.

- 19 i) The contractor will depute required number of qualified technician(s) who should be available in this office round the clock on all working days (24 hours – 3 shifts) and only on working days (General Shift) from 9.30 a.m. to 6.00 p.m. for attending complaints. They may also be called on holidays or detained after working hours for urgent repairs etc., if it is considered necessary.
- ii) The staff proposed to be supplied by the contractor should be suitably qualified for the work, assigned to them and operating and Maintenance of HVAC plants..
- iii) No employee of the Contractor shall be deployed consecutively for two shifts except under extreme conditions like strikes / bandhs, etc. However, deploying any person consecutively more than two shifts at a stretch is strictly prohibited.
- iv) All the staff supplied by the contractor to CDFD shall be provided with uniforms. The rate quoted by the contractor is deemed to include cost of providing uniforms.
- 20 The technician(s) deputed by the company will be required to submit TASK REPORT every day or periodically as decided by this office
- 21 The Technician / staff deputed by the company will not attend to any job directly unless directed by Authorized Engineer of this office.
- 22 In case any electrical item goes out of order, the repair should be carried out by the company in the premises of this office. Only such work, which cannot be executed in the premises of this office, will be allowed to be done in the workshop of Company with prior permission of this office for which no extra charges like cartage etc. will be payable.
- 23 If this office feels that any of the electrical items, under the contract was not properly maintained / serviced by the company or does not function for reasonable period after repair, a reasonable deduction from the bills will be made. The decision of this office as regards to the reasonableness of deduction will be final and binding on the company.
- 24 An amount of **Rs.1,21,000/- (Rupees One Lakh Twenty One Thousand only)** should be deposited along with bid as Earnest Money in the form of Account Payee DD / Banker's Cheque drawn in favour of "**The Director CDFD**". The Bid Security of unsuccessful bidder will be returned to them within one month after the award of the award. EMD of the successful bidder will be adjusted in the Performance Security Deposit.

- 25 The successful bidder will be required to remit an amount of Rs.5,00,000/- (Rupees Five Lakhs only) as performance security within 7 days from the date of acceptance of their bid. The security deposit shall be payable in the form of Account Payee / BG valid for one year drawn in favour of "The Director CDFD" and would be refundable after successful completion of the contract period.
- 26 All payments will be made by means of crossed cheques / RTGS drawn on SBI, Habsiguda Branch, Hyderabad, after completion of every month on submission of bills along with proof of payment break-up made such as EPF/ESI etc. by the Contractor after due certification by the concerned officer in CDFD. The bill should be accompanied with the details of ESI/EPF deposited every month in the individual personal accounts like Employee Name, Account No., Employee Contribution etc. If the contractor fails to submit EPF/ESI subscription of persons employed at CDFD for the previous months the corresponding approximate amounts + 10% above such amount shall be withheld by CDFD and same shall be released only on production proof of remittance by the contractor and confirmation by the employee.

Copies of EPF & ESI Pass books of all the individual employees working in CDFD shall also be submitted along with every monthly bills.

- 27 CDFD is under strict Security arrangements. The entry into and exit from the CDFD Campus at Site 'A' Laboratory building and Site 'B' Residential complex will be regulated by Identity Cards to be provided by the Contractor, as approved by the authorized Official of CDFD.
- 28 Every employee engaged by the Contractor should be given in each week a day rest and statutory holidays with the wages under relevant provisions of Labour Acts/Laws.
- 29 The Contractor should maintain all the Registers and Records under the purview of EPF/ESI Workmen Compensation Act and Contract Labour (R&A) Act -1970.
- 30 The Security Deposit amount deposited by the Successful tenderer will be released after three months from the dates of termination / expiry of contract, subject to the condition that any recovery is to be made. In case of any recovery to be affected the same will be made from the security amount. The Security Deposit amount will be refunded without any interest.

31 The contract can be terminated on any of the following contingencies:

- a) On expiry of the contract period.
- b) By giving one month notice on account of:
  - i) Losses suffered due to lapse on the part of the Contractor/Supervisor/ Workers.
  - ii) For committing breach of contract by the Contractor on any of the terms and conditions of the contract.
  - iii) On violation of any Labour Laws as per Contract Labour (Regulation & Abolition) Act – 1970.
  - iv) On assigning the contract or any part thereof or any benefit or interest therein by the contractor to any third party for subletting whole or part of the contract.

32 During the notice period of termination of the contract in the situation contemplated above, the contractor shall keep on discharging the duties as before till the expiry of notice period.

33 In all matters of dispute relating to this contract, the decision of this office will be final and binding upon the company.

This office reserves the right to reject or to accept any quotation, in whole or in part, without assigning any reason there for. It also reserves the right to reject the quotation without assigning any reason thereof or to renew the contract for such period as it may deem necessary taking into account the services rendered during the contract period.

**SPECIAL CONDITIONS OF CONTRACT FOR COMPREHENSIVE MAINTENANCE OF CHILLERS (06 Nos.) AND OPERATING AND AMC OF HVAC CENTRAL PLANT (Main Laboratory AC Plant, Animal House AC Plant and BSL-3 AC Plant)**

**I. SCOPE OF WORK:**

- (a) Comprehensive maintenance of chillers (6 Nos.) and Operation and Annual maintenance of Chillers for the capacity of 250TR x 3Nos. and 75TR x 3Nos. and its related control system at main Laboratory Building.
- (b) Operation of AHUs, CSU, FCU, HRW, Fresh Air Treater and exhaust system.
- (c) Operation of primary, secondary condenser pumps and booster pumps, etc. total HVAC system.
- (d) Operation of cooling towers and general maintenance.
- (e) Operation and daily checking of cold rooms.

**II. SCOPE OF MAINTENANCE:**

- (a) All the above should be maintained properly and data shall be logged in the logbook as per the standard procedure / as instructed by CDFD Engineers.
- (b) Apart from the above, the Contractor should carry out all minor modifications required to suit our needs.
- (c) The Contractor shall carry out any minor rectification in the equipment.
- (d) Replacement of parts / components / sub-assemblies shall be carried out as and when required. The required material shall be provided by CDFD at site.
- (e) Over all, day-to-day, maintenance for trouble free operation of all the items covered in scope of works mentioned above.
- (f) AC Technicians should have ITI certificate from State Government Institutions with minimum 3 years experience in O&M of HVAC system.
- (g) Helper should have minimum 10<sup>th</sup> standard and having support / helping experience in electro mechanical installations / HVAC system.
- (h) Data logging for those equipment for which AMC has been entered into by CDFD with the respective manufacturers.
- (i) Co-ordination with all the agencies with whom CDFD enters into AMC for the maintenance of the other equipment.
- (j) Recording and maintenance of all the necessary data / documents for the maintenance as decided by CDFD from time to time.

**MANPOWER DEPLOYMENT:**

- (a) The Contractor should depute minimum Two skilled HVAC Technician each per shift at all the CDFD premises on all the 365 days. Technicians required for working on holidays and to provide relief shall also to be provided.
- (b) The Contractor should depute one full time senior supervisor for overseeing the activities of your Technicians / Operators on a weekly basis in general shift or at lesser frequency required for maintenance quality of service.
- (c) Contractor should depute minimum one helper each shift at all the CDFD premises on all the 365 days. Helper required for working on holidays and to provide relief shall also to be provided.
- (d) Must depute required number of staff as decided in the agreement except for agencies or if someone is sick are not reported to duty for some reasons. Number of staff as agreed in the agreement must be deputed. Failure of which attracts punitive actions and termination of contract and forfeiture of security deposit also.
- (e) Supervisor should have three years diploma in Mechanical Engineering and having minimum 3 years experience in central AC plants operation and maintenance of central plants.

**III. CONDITIONS OF CONTRACT:**

**1. PRICE:**

The contract amount appearing in the priced schedule shall remain frozen during the entire tenure of contract and no escalation in prices will be admissible on any account. However, whenever, the Minimum Wages, EPF or ESI rates are revised by Government of India, payment will be made accordingly as per the revised rates.

**2. PAYMENT TERMS**

Subject to any statutory deductions from the contract price, the contractor shall be entitled to receive the total contract amount.

100% of total contract price will be paid every month on pro-rata basis on receiving.

- I. Evidence showing duties and shifts performed by the personnel attending the maintenance duly endorsed by CDFD Engineer.
- II. Pre-receipted signed invoice – 2 copies.
- III. Certificate of satisfactory completion of work by Executive Engineer.



**3. RISK OF LOSS:**

Contractor shall guarantee the due safeguard and return of all owner's property including documents / materials issued to him and will be responsible for the full value thereof to be assumed by the owner for all loss thereof or damage thereto from whatever cause happening while in possession or control of the contractor, his servants workman or agents.

**4. FORE CLOSURE:**

If it is noticed that the contractor is not maintaining the sub-stations equipment as required under the contract, and do not improve the maintenance even after bringing out the defects noticed by the OWNER, the owner shall have the right to fore close the contract, as per the scope of the contract.

**5. SHIFT TIMINGS:**

- a. The contractor shall be preferably required to maintain the following shifts and timings for personnel at Site 'A' and Site 'B' Uppal Campuses.
  - i) FIRST SHIFT:06.00 a.m. to 02.30 p.m –Two Technicians and one Helper each shift (2.00 p.m. to 2.30 p.m. shall be duty shift transfer time)
  - ii) SECOND SHIFT:02.00 p.m. to 10.30 p.m.–Two Technicians &one Helper each shift
  - iii) THIRD SHIFT:10.00 p.m. to 06.30 a.m. - Two Technicians & one Helper each shift
- iv) Supervisor to overall supervise and co-ordinate all the activities, to be present in general shift i.e. 9.30 a.m. to 6.00 p.m.
  - b. If the contractor changes any shift timings, shifts any staff then the same should be intimated in writing to the department and prior permission for the same should be obtained from concerned officials.
  - c. Supervisor shall co-ordinate all the activities for three shifts along with the CDFD personnel who will be present during the general shift timings.
  - d. The staff shall co-ordinate and co-operate in all respect with CDFD staff / workmen.
  - e. Though the staff is working under the contractor, instructions, as and when passed by CDFD officials shall be followed for smooth performance of the above mentioned maintenance work.
  - f. The staff shall be polite and obedient. The contractor shall be responsible for the conduct and behavior of the employees.

In the event of any loss caused to the CDFD on account of contractor's men, the contractor shall make good the loss either by proper replacement or on payment of adjustable compensation.

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**B. SPECIAL CONDITIONS OF CONTRACT**

**1. Statutory Obligations**

- 1.1 The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970 and rules framed there under before the commencement of the work and continue to hold it till the completion of the contract.
- 1.2 The contractor shall maintain following statutory registers as per the Contract Labour (Regulation and Abolition) Act 1970 and rules.
  - a) Register of workmen .
  - b) Employment cards of workmen's.
  - c) Master Roll Register.
  - d) Register of Wages.
  - e) Any other documents as required under laws of the country.
- 1.3 The contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act 1948, Employment Liability Act 1938, Workmen's compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefits 1961 and Contract Labour (Regulation and Abolition) Act, 1970 or the modifications thereof and other laws relating thereto and the rules made there under from time to time.
- 1.4 The contractor when required to employ more than twenty workmen on the works under this contract, shall be bound by the Contract Labour (Regulation and Abolition) Act 1970 and rules framed there under. No Contractor can undertake or execute his work without a license issued by a licensing officer.
- 1.5 The Contractor shall submit the workmen's compensation policy in respect of all the workers deployed by him for CDFD work at the time of taking over of the contract and shall keep the same extended for the entire period of contract and also enclose the same for release of 1<sup>st</sup> RA bill
- 1.6 Notice showing rate of wages, hours of work etc. shall be submitted to the Office of Labour enforcement officer and the same be displayed on the notice board in the establishment/laboratory.
- 1.7 The tenderer shall at all time comply with such rules and regulations as stipulated in relevant Factory Acts, Latest Indian Electricity Rules, Telangana State Electricity Rules, Indian Petroleum Acts, Indian Explosives Act, Fire Adviser, etc. the tenderer shall obtain the necessary clearance for operation and maintenance of the plant and equipment from the above statutory bodies wherever applicable.

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- 1.8 CDFD shall pay the amount of monthly bill by RTGS / cheque in contractor's name and not to his personnel. As such the contractor shall own the full responsibility for regular payment of wages to his personnel. The disbursement of wages by the contractor shall be made inside the campus in the presence of representative of the Director, CDFD.

## **2. Validity**

- 2.1 The initial period of the contract will be for 12 (TWELVE) months from the date of handing over of Site(s), which may be extended on further mutual discussions on either side.
- 2.2 The agreement shall be liable for termination on giving ONE MONTH notice by either side. During the period of notice, both the parties shall continue to discharge their duties and obligations. In case of termination for convenience by Purchaser, CDFD shall be paid proportionate contract price for supply and services rendered and work/service in progress till the effective date of termination.

## **3. Security Checks**

- 3.1 All personnel and their bag and baggage connected with the contract shall be liable to physical check both at the time of entry into the campus and passing out at Security Gate. Thorough search of all transport shall be carried out as many times as the gate is used for entry/exit in / out of the restricted area, as per Security Rules of the CDFD.
- 3.2 The contractor or his agent(s)/representatives, workmen etc. and their materials, cars, trucks or other means of transport etc., will be allowed to enter through and leave from only from such gate and at such times as the Director, CDFD or authorities incharge of the restricted areas may at their sole discretion permit to be used. The Contractor's authorized representative is required to be present at the place of entry and exit for the purpose of identifying his cars, trucks etc, to the personnel in-charge of the security of restricted area.
- 3.3 The contractor's personnel shall be in a neat uniform for which cost will be borne by the contractor. The contractor has to provide the identity cards to each of them workers engaged by him and they should always display the same while on duty in the premises of CDFD.

4. **Inspection**

- 4.1 Inspection will be carried out by owner as and when required. The log book for all the plants shall be submitted to department before submission of RA bill of every month for check and certification by the department.
- 4.2 In support of employment of staff, the attendance registers will be maintained at site of work. This is to ensure that the minimum number of personnel are employed as mutually agreed upon between the Director, CDFD and the contractor before award of contract.
- 4.3 The attendance register shall be initiated by the Engineer in-charge / or his authorized CDFD staff every day and the Director, CDFD shall carryout surprise checks on the attendance to ensure the deployment of minimum number of staff as specified.
- 4.4 In case of any shortage found during the inspection, recovery shall be made from the payment due to the contractor for the affected category at double the rates prevailing or decided by the Director, CDFD. In case of absence of any manpower the recovery proportionate to the quoted amount shall be made from the bill.

5. **Recruitment, conduct and loss (if any) of the contractor's personnel:**

- 5.1 The contractor shall provide necessary competent and experienced personnel to assist contractors representatives at site for supervising during the execution of the works and as long thereafter as the owner may consider necessary.
- 5.2 The contractor's employees shall be well qualified and well experienced in the trade for which employed. And they should be loyal and obedient to their employer. The contractor shall produce the certificate of qualification and experience in respect of his workmen, to the Director, CDFD at the time of starting of the contract. The Director, CDFD may reject any person employed by the contractor and shall advice the contractor to cease to employ such person forthwith. The decision of the Director, CDFD is final regarding removal or employment of a person, employee, workman or agency working under this contract, but the same shall be enforced only after mutual discussion and CDFD acceptance. Hence the contractor shall have regulations with his employees, workmen and agencies accordingly to implement the decision of the Director, CDFD. The Director, CDFD is not bound to give reasons for the decisions taken by him. No extra payment shall be paid to the contractor, on this account.

- 5.3 Any theft or damage caused by the contractor's personnel shall be made good by the contractor. Any damage done to the existing installation during the execution of work shall be made good by the contractor at his own cost and the site of work left clean and tidy on completion. Rectification/reinstallation/making good, etc, shall conform to the standard materials original used in the work and finished work shall match with existing work in all respects to the entire satisfaction of the Director, CDFD. In case of any dispute on this account, the matter shall be referred to the Director, CDFD whose decision in writing shall be final.
- 5.4 The contractor shall be wholly responsible for the conduct of his workmen, agents and representative.
- 5.5 The contractor will not allow or permit the employees to participate in any trade union activities or agitation in the premises of the CDFD.
- 5.6 It is the responsibility of the contractor to bring to the notice of his employees that they have no right whatsoever to claim employment in CDFD by virtue of their employment under the contract.
- 5.7 **Accident or injury to workman:**
- 5.7.1 The Director, CDFD shall not be responsible for any injury or loss of any workers of the contractor / sub contractor / vendor that may take place while on executing work defined under our scope of work as per this contract. Any compensation or expenditure towards treatment for such injury or loss of life shall be the sole responsibility of the contractor. The contractor is solely responsible for any damage injury or accident that may occur to any of his personnel working under this contract. He will not claim any compensation from the Director, CDFD.
6. **Payment Terms:**
- 6.1 Income tax will be recoverable from the Contractors monthly bill as per rules.
- 6.2 Payment shall be made on monthly basis through R.A. Bills submitted by the Contractor.
- 6.3 The Contractor shall furnish the following documents along with the monthly Bills.
- a) Copy of Attendance Sheet for each month duly signed by the Contractor and certified by CDFD Engineer.

- b) Copy of wages / muster register paid for the month to the workers duly signed by the representative of CDFD.
  - c) A declaration that he has discharged all his obligations as Principal Employer, under various Labour Acts and submit the work men compensation insurance policy along with 1<sup>st</sup> RA bill.
  - d) The contractor shall submit following month's duty roaster
  - e) Actual duty roaster for the preceding month shall be submitted with approval of CDFD's Engineer.
  - f) Diary of events and major activities carried out during the preceding month along with relevant test and warranty/guaranty certificates.
  - g) Spares available with the contractor and spares required for coming month operation/maintenance.
  - h) Schedule of maintenance activity for current month and short fall of preceding month.
  - i) Materials consumed in the preceding month.
  - j) Copies of the PF challans paid in respect of workers deployed by him for the preceding month. A separate PF and ESI challan has to be deposited in respect of the workmen deployed at CDFD site indicating clearly on the challan also and submit the same along with the bill for the preceding month.
  - k) For first RA bill: The contractor has to submit insurance policy to cover all employee of contractor i.e. CAR policy, Signing of agreement on Rs100/- bond paper, indemnity on Rs100/- bond paper and other all documents mentioned above for release of first RA bill.
- 6.4 The Director, CDFDs shall deduct/recover such amounts towards penalty, if any, cost of items not returned to stores, etc. from the monthly bill.
- 6.5 TDS under IT Act, as applicable shall be deducted from the payment.

- 6.6 Mobilization advance (pro-rata)/such other recoveries shall be deducted from the monthly bill.
- 6.7 The net payment so arrived at shall be paid by crossed cheque payable to the Contractor.
- 6.8 The Director, CDFD reserves the right to adjust any excess/short payment, made in the earlier bills, at the time of making payment.
- 6.9 If during the contract period central / state taxes / duties are revised, the total contract value also revised to that effect. For change like addition, deletion, modification in the scope, during contract currency, revision in contract value and delivery schedule shall be mutually discussed and agreed upon before proceeding with works.

**7. Fire Precautions/High tension (electrical)/Electrical shock:**

- 7.1 The contractor, his agents, representatives, workmen etc. shall strictly observe the orders pertaining to fire, HT / LT (ELECTRICAL) precautions prevailing within the restricted areas /electrical sub stations, etc.
- 7.2 The contractor, his agents, representatives, workmen etc. shall be strictly adhering to the fire/electric shock precautionary measures while working near the explosive areas/HT/LT./ ELECT.SUB STATION areas. During such times the workmen should be headed by their Engineer-in charge as a precautionary measure.

**8. Man Power Deployment & their Holidays and Rules & Regulations:**

- 8.1 The successful contractor has to make a duty roaster in consultation with CDFD staff and ensure workmen will get one holiday after every six working days at CDFD.
- 8.2 Contractor has to abide by latest Contract Labour act, of Govt. of India/Telangana state as 1976 contract labour act is applicable.
- 8.3 Contractor should consider (deemed to be included in his price) for every contract employee for every 20days of work, 1 paid leave is considered.
- 8.4 The contractor should ensure eligible leaves to be availed by the contract employee No compensation from CDFD.

- 8.5 Deduction will be made for short fall of minimum no of manpower deployment
9. The Contractor shall provide all safety appliances to his personal at site like gloves, safety belt, gum boots, hard hats etc.
10. Any accident caused due to non – competence of safety rules, regulations and will entirely be the responsibility of the contractor.
11. Negligence/ malfunction of operator is noted which reflected in a monetary loss / material and etc. should be recovered from the contractor RA bills & encashment of security B.G will be taken by depending by the nature of fault and how depth the operated/ supervisor is neglect/is responsible/ careless. The recoverable amount is decided by the Director, CDFD, which will be final and no correspondence, or communication will be entertained from the contractor.
12. CDFD will be supplying all the spares & consumables required for this AMC work.
13. Cotton waste, Grease, petroleum, jelly, acetone acid, WD-40, CTC, CRC log sheets as per CDFD FORMAT, stationery, cleaning items, cleaning cloth and any other regular running items required for AMC are also in the scope CDFD.
14. Specials tools and tackles, which are involved in the job to be brought by contractor only.
15. **Force Majeure:**  
In the event of, stoppage of work in any establishment of ours/ ours vendors during the execution period owing to war hostilities, acts of the public enmity, civil commotion, riots, acts of terrorism, sabotage, fires, floods, power cuts, earthquake, tempests, explosions, epidemics or any acts of God, quarantine restrictions, strikes, lockouts, trade disputes, concerted action of workmen, breakdowns, accidents, etc. as well as transport embargoes, failures or delays in transportation, Governmental decree and / or causes beyond our control, deliveries / services may be postponed partially or wholly cancelled by us. The effected party shall provide notice within 7 working days. During existence of Force Majeure events, if it is not possible to continue the services at site, for a shorter duration of less than one month the scope and contract value shall be mutually discussed and agreed for force majeure period.



16. The successful contractor has to execute on
- a) Agreement on Rs100/- bond paper as per CDFD agreement format.
  - b) An indemnity bond as per CDFD format on Rs100/- bond paper.

17. **Fair Wage Clause:**

- a) The contractor shall pay not less than fair wages to labourers engaged by him on the work.
- b) "Fair" wages means wages whether for time of piecework notified by the Government from time in the area in which the work is situated.
- c) The contractor shall not with-standing the revisions of any contract to the contrary cause to be paid to the labour, in directly engaged on the work including any labour engaged by the sub-contractor in connection with the said work, as if the labourers had been directly employed by him.
- d) In respect of labour directly or indirectly employed in the works for the purpose of the contractors part of the agreement the contractor shall comply with the rules and regulations on the maintenance of suitable records prescribed for this purpose from time to time by the Government. He shall maintain his accounts and vouchers on the payment of wages to the labourers to the satisfaction of the Owner.
- e) The Owner/Consultant shall have the right to call for such record as required to satisfy himself on the payment of fair wages to the labourers and shall have the right to deduct from the contract amount a suitable amount for making good the loss suffered by the worker or workers by reason of the "fair wages" clause to the workers.
- f) The contractor shall be primarily liable for all payments to be made and for the observance of the regulations framed by the Govt., from time to time without prejudice to his right to claim indemnity from his sub-contractors.
- g) As per Contract Labour (Regulation and abolition) Act. 1970 the contractor has to produce the license obtained from the licensing officers of the Labour Department along with the tender or at the time of agreement.
- h) Any violation of the conditions above shall be deemed to be a breach of his contract.
- i) Equal wages are to be paid for both men and women if the nature of work is same and similar.
- j) The contractor shall arrange for the recruitment of skilled and unskilled labour local and imported to the extent necessary to complete the work within the agreed period as directed by the Owner/Consultant.

**18. Safety Measures:**

- a) The contractor shall take necessary precautions for safety of the workers and preserving their health while working in such jobs, which require special protection and precautions. The following are some of the measures listed but they are not exhaustive and contractor shall add to and augment these precautions on his own initiative where necessary and shall comply with directions issued by the Owner/Consultant or on his behalf from time to time and at all times.
- b) Providing protective foot wear, Goggles, nose masks, electrical hand Gloves, helmet to the workers as per the site requirement.
- c) Supply work men with safety proper belts, ropes etc., when working in precarious slopes and heights etc. As per the site requirement.
- d) Avoiding un-insulated electrical wire etc., as they would electrocute the workers.
- e) The Contractor should isolate the work spot by providing safety barricades, Signage boards and etc.

**19. Employment of Labour**

- a) The contractor shall comply with the requirement of statutory provisions and shall be solely responsible for fulfillment of all legal obligations under Contract Labour (reg. & abolition) Act, Inter State Migrant Workmen Registration of Employment and condition of Service Act, payment of Wages Act., Minimum Wages Act, Workmen's Compensation Act, Employee's Provident Fund & Miscellaneous Provisions Act, Payment of Bonus Act, Payment of Gratuity Act, Industrial Disputes Act and all other Industrial/Labour enactments and Rules made there under as applicable from time to time. In case Owner incurs any liability towards payment of any dues, compensation, cost of any other liability of any kind whatsoever, due to non fulfillment of statutory provisions under any industrial/labour laws by the contractor, the same shall be made good by the contractor and Owner shall have full right to recover and claim the same against the contractor from his outstanding bills or otherwise. No Labour to stay at site.

- b) The contractor will be expected to employ on the work only his regular skilled employees with experience of this particular work. The permission of the Owner must be obtained before tradesmen are recruited locally for the work. This rule does not apply to unskilled labour. No female labour shall be employed in dark hours/ i.e. hours prohibited under the applicable law. No person below the age of eighteen years shall be employed at any point of time. The contractor shall pay, to each person, the wages as per minimum Wages Act of the State Government.
- c) All traveling expenses including provision of all necessary transport to and fro, lodging allowances and other payments to the contractor's employees are his own responsibility.
- d) The hours of work on the site shall be decided by the Owner and contractor shall adhere to the same.
- e) All contractors' employees shall wear safety shoes, helmet, goggles, hand gloves, nose masks and any other required personal protection equipment such identifications marks as may be provided by contractor on work site and duly approved by Owner.
- f) All notices displayed on the site and any instructions issued by the Owner shall be strictly adhered to by the Contractor's and/or his sub-contractors employees.
- g) The contractor shall be required to maintain employment records as covered in relevant Acts and produce documentary evidence to the effect that he has discharged his obligations under the Employees Provident Fund Act 1952, and ESI Act, 1948, if applicable, Group Insurance and other Acts for the workmen working at site towards safety, statutory regulations and insurance aspects applicable as per latest government (central & state) acts.
- h) CDFD reserves the right to call for services of these employees on any weekly off day or on paid Holiday, for which a compensatory OFF shall be provided to him, this will be in consultation with CDFD Engineer.
- i) When the employees of the contractor are called on any weekly off day or Paid Holiday, CDFD shall be not be liable for any extra payment in this regard.
- j) CDFD reserves the right of imposition of penalty for non-performance or damage during emergency / routine work instructed to your mechanic / Engineers.

## **20. Insurance**

- a) The contractor shall provide workmen compensation policy, obtained in his name. The below mentioned points should be covered in the Insurance Policy:
- Bodily injury caused by accident during the course and scope of employment.
  - Bodily injury caused by disease or aggravated by the conditions of the employment.
  - Death or temporary disablement.
  - Permanent total or partial disablement.
  - Legal costs and expenses incurred with the company's consent.
- b) Policies and certificates for insurance shall be delivered by the Contractor to the Owner for the Owner approval before the Date of Start of work i.e., date of execution of the contract. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- c) If the Contractor does not provide any of the policies and certificates required, the Owner may affect the insurance which the Contractor should have provided and recover the premiums the Owner has paid, from the contractor bills. Otherwise due to the Contractor or if no payment is due, the payment of the premiums shall be a debt due. The cost of premium will be deducted from the contractor's bill, if at any time the work remains uninsured, irrespective of whether the policy is obtained by the owner.
- d) Alterations to the terms of the insurance shall not be made without the approval of the Owner or Consultants.
- e) Both parties shall comply with the conditions in the insurance policy.
- f) All policies in original shall be submitted to the owner before the release of the 1<sup>st</sup> RA Bill.

## **21. Particular attention is drawn to the following**

In case of accident, the Owner shall be informed in writing forthwith and First-Aid, Hospitalization shall be provided by the Contractor. The contractor shall strictly follow regulations laid down by Govt. and State authorities in this regard and all cases are to be defended By the Contractor. The Owner shall not entertain any insurance claims.

Compliance with all electricity regulations should be ensured.

## **22. Working and Safety Regulations**

- a) The contractor shall observe all statutory, safety, and legal requirements / regulations issued by Central and State Governments applicable to the work as well as any local regulations applicable to the site.

- b)** The contractor has to fulfill the safety obligations at site and ensure that all safety equipment required for the execution of the work is available and used by the workmen at site.
- c)** Required safety signage and other requirement as per safety norms must be compiled as per the instructions of the Owner/Consultant.
- d)** A qualified person(i.e. shift incharge supervisor) is charge of safety should be at the site by the contractor to take care of the safety related issues during the execution period with regard to workmen and material.
- e)** The contractor shall be responsible for the provision of all safety notices safety equipments including the safety gadgets for his workmen required by both the relevant legislation and such as the Owner may deem necessary. While working at heights, safety belts, nets, and safety helmets shall necessarily be used.

**LABOUR LAWS AND RULES**

The Site Engineer shall ensure that the contractor maintains relevant records and fulfils all conditions and requirements in accordance with

- a. The Payment of Minimum Wages Act
- b. Employer's Liability Act
- c. Workmen's Compensation Act
- d. Contract Labour (Regulations & Abolition) Act 1970 and Central Rules 1971.
- e. Apprentices Act 1961.
- f. Any other Act or enactment relating thereto and rules framed thereunder from time to time.

The Site Engineer shall refrain from involving himself and the supervisors under him by comments/advice/attempts at mediation in any kind of labour dispute at site. His job is to report to his superiors any happenings of the sort in an objective manner.

**GST**

Present GST is @ 18% on contract value and as applicable from time to time of Gol.

**PRICED SCHEDULE**

S.No.	Category	No. of employee	SI.No.	1	2	3	4	5	6	7	8	9	10	11	12
			Description	Net wage per day (Basic+DA)	Wages for 26 days (1) x 26	ESI @ 4.75 on S.No.1	EPF @ 13.16 on S.No.2	Bonus @ 8.33% on S.No.2	Leave with wages for one day	National Festivals @ 8 days per annum	Total Salary (2+3+4+5+6+7)	Contractor profit on S.No.2 only	Gross Basic salary per person per month(8+9)	GST on (S.No.10)	Grand Total salary per month
1.	Supervisor / FM	01	Highly Skilled	772.00	20072.00	953.42	2731.79	1671.99	772.00	515.00	27488.00				
2.	AC Technicians	01	Semi Skilled	710.00	18460.00	876.85	2512.40	1537.71	710.00	473.00	25278.00				
3.	Helper	01	Unskilled	584.00	15184.00	712.24	2066.54	1264.27	584.00	389.00	20784.00				

**Note:**

- 1) Contractor's profit on wages i.e. at S.No.2 to be mentioned in the form of percentage (%) at S.No.9.
- 2) Wages taken as per Gol Labour Act 2019 April rates.

**Required strength / Employees for month:**

- 1) Supervisor – 1 No.
- 2) AC Technicians – 10 Nos.
- 3) Helpers – 6 Nos.

**ANNEXURE-2**

**PRICED SCHEDULE**

<b>S.No.</b>	<b>Description</b>	<b>Qty</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
1.	Comprehensive Annual Maintenance Contract for the following chillers			
	a) 250TR of water cooled chillers – Make: Carrier	03		
	b) 75TR of water cooled chillers – Make: Daikin	03		
			Total Amount:	
			GST extra:	