



CSIR- Central Scientific Instruments Organisation
Sector-30, Chandigarh
(Micro and Nano Optics Centre (μ -NOC))

(Telefax: 0172-2657267)

CSIO/ 01/2021-22/MNOC

NIT No. 01/ 2021-22/ MNOC /CSIO/Chd

Subject: Appointment of Technical Consultant/Firm for Clean Room Laboratory Development at CSIR-CSIO, Chandigarh, India.

NOTICE INVITING TENDER FROM REPUTED CONSULTANT/FIRM

On the behalf of Director, CSIR-CSIO, tender is invited for the following work as detailed below. Interested parties who have successfully carried out (started and completed) at least two (02) similar works during last 10 years for Govt./ Semi-Govt./ Public Undertakings/ Reputed Private Organizations/Academic & National level Research Institutions or CSIR and its laboratories need only apply along with the required information and supporting documents.

The bids should to be submitted in two separate envelopes. The technical documents to be enclosed in envelop **A** which will be opened first. The price/financial bid should be submitted in envelop **B** which will be opened at a later date for only those bidders who fulfill the eligibility criteria in the technical bid stage.

Sr. No.	Name of the work	Estimated Cost of work (Project cost)	Earnest money deposits	Period of contract	Last Date & Time of tender downloading	Last Date & Time of submission of tender	Date & Time of opening tender
1.	Appointment of Technical Consultant/Firm for Clean Room Laboratory Development at CSIR-CSIO, Chandigarh, India.	Rs.3.00 Crore	NIL	Till the competition of the assigned tasks or 31 st March 2024; whichever is earlier.	25.02.2022 5.00PM	28.02.2022 5.00PM	02.03.2022 3.30PM

The tender documents can be downloaded through website <https://etenders.gov.in> or <https://www.csio.res.in>. The interested and eligible parties are to send/submit the complete tender documents to CSIR-CSIO on or before the above date.

Dr. Sudipta Sarkar Pal
Head, Micro-Nano Optics Center
CSIR-CSIO

(Madan Sharma)
Sr. Superintending Engineer (Civil)
CSIR-CSIO

**CSIR- Central Scientific Instruments Organisation
Sector-30, Chandigarh**

CSIO/ 01/2021-22/MNOC

APPOINTMENT OF

TECHNICAL CONSULTANT/FIRM FOR CLEAN ROOM LABORATORY DEVELOPMENT

CSIR-CSIO, Sector 30C, Chandigarh wishes to appoint a **Technical Consultant/Firm for Clean Room Laboratory Development for National Mixcro-Nano Fabrication Centre for Optics and Photonics**.The work is located at CSIR-CSIO, Sector 30C, Chandigarh.

The expertise required and the job responsibilities are as follows:

Job Experience	<ol style="list-style-type: none"> 1. Executed as Technical Consultant at reputed institutions (Govt./ Semi-Govt./ Public Undertakings/ Reputed Private Organizations / Academic & National level Research Institutions or CSIR and its laboratories) for development of Clean Room Laboratories. 2. Experience in designing / setting up of at least two (02) Clean Rooms (independently) with class 100 or better 3. At least 10 years of experience in designing/setting up Clean Rooms.
Job Responsibilities	<p>The hired consultant will work as a bridge between Institute and Construction agency (Contractors) for designing and construction of Clean Room as per the organization requirement. Major role expectations are as given below:</p> <ol style="list-style-type: none"> 1. Jointly work with scientists and technical staff in establishing Clean Room facility. 2. Establish Facility Utility Matrix for the Clean Room based on type of process tools to be installed inside the Clean Room. 3. Perform Clean Room heat load design based on outside and inside conditions. 4. Prepare Site master plan of Clean Room, utilities for supporting Clean Room operation and process utilities. 5. Prepare layout drawings for Clean Room with area and height requirements, provide necessary inputs like pay loads for floors, ceilings, Vibration & EMF isolation for civil engineering team to perform structural design and construct the building. 6. Prepare bill of quantities along with specifications for: <ul style="list-style-type: none"> • Clean Room envelope • HVAC supporting Clean Room • Electrical infrastructure • Process gases and other utilities • Treatment system to handle elements escaping into environment 7. Develop tender document to enable CSIR-CSIO to float tenders to seek bids from potential vendors. The tender document should primarily contain all technical specifications for intended work with no ambiguity, installation and third-party validation requirements, qualification criteria for bidders, list of makes, compliance sheet, relevant drawings and any other information required for bidders to submit their proposals. 8. Support CSIR-CSIO in evaluating technical bids received and qualify the bids before commercial comparison. 9. Approve the goods for construction and drawings for the execution of cleanroom construction. 10. Monitor supply, installations and commissioning of the cleanroom facility. 11. Witness final validation of cleanroom and certify its acceptance for use. 12. Development of Clean Room protocols. 13. Training to Clean Room users.

Interested parties (individual/firm) need only apply along with the following information and supporting documents:

1. Profile of the candidate/firm (along with job experience).
2. Details of similar consultancy activities performed by the candidate/firm along with project report indicating description of projects, cost, time duration, award letter, completion certificate etc.
3. List of similar projects in hand along with project report indicating description of projects, cost, time duration, award letter etc.
4. Recommendation letter from customers who have utilized the services in design and construction of Clean Rooms.
5. In case of firm,
 - Name & Style of the firm with their constitution/ proprietorship/ partnership details etc. and date of establishment/ registration and place of working.
 - Annual turnover of the firm.

It may be noted that **the consultant/firm shall be chosen based on Quality and Cost Based Selection (QCBS) process wherein 70% weightage shall be given for Technical Bid and 30% weightage shall be given for Financial Bid.** The Technical Bid shall consist of 02 stages. In Technical Bid Stage-I, the bidders will be shortlisted based on laid down parameters and marks will be awarded for each parameter. Bidders scoring at least 60% marks in Technical Bid Stage-I shall be eligible for Technical Bid Stage-II (Presentation and Interview). Bidders scoring at least 75% marks in the Technical Bid Stage-II shall be eligible for opening of Financial Bid. The bidder obtaining highest composite score after evaluation of Technical and Financial Bids shall be the considered for the award of the work. The weightages of various stages of evaluation for determining the composite score is as below:

Technical Bid Stage-I: Weightage 30%

Technical Bid Stage-II: Weightage 40%

Financial Bid Stage: Weightage 30%

[The lowest financial bid (FL) will be given a score of 100 points. The financial score (FS) of other proposals will be computed as: $FS=100 \times (FL/F)$; where FL is the lowest financial proposal among all, F is the financial proposal of a bid.]

Director CSIR- CSIO Chandigarh reserves the right to reject any or all the applications without assigning any reason thereof.

Dr. Sudipta Sarkar Pal
Head, Micro-Nano Optics Center
CSIR-CSIO

(Madan Sharma)
Sr. Superintending Engineer (Civil)
CSIR-CSIO

Envelop B

Annexure A

Pro-forma for Financial Bid
(To be put in sealed cover)

Ref No.....
Date.....

Director
CSIR-CSIO
SECTOR 30 Chandigarh

Subject: Appointment of Technical Consultant/Firm for Clean Room Laboratory Development at CSIR-CSIO,
Chandigarh, India.

Dear Sir,

We have carefully noted the scope of work for **appointment of a consultant/firm** for Clean Room Laboratory development for National Micro-Nano Fabrication Centre for Optics and Photonics at CSIR-CSIO, Chandigarh. We are pleased to quote our fees (on lump sum basis) **inclusive of all taxes** as
Rs.....

(In words)

for providing our services as per the scope of work and terms & conditions of agreement.

Thanking you,

Signature with Name &
Designation of the Bidder

Date:

(Authorized Seal)

ARTICLES OF AGREEMENT

Memorandum of Agreement, made thisday.....ofbetween the Council of Scientific & Industrial Research, New Delhi, a society registered under the societies Registration act, 1860 (hereinafter referred to as Employer) which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors in office, representatives and assigns of the one part and M/s..... having its office at (hereinafter referred to as the Consultant/Firm) which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in interest and permitted assigns of the other part.

Whereas the Employer is desirous of undertaking Technical Consultancy Services for Clean Room Laboratory Development for National Micro-Nano Fabrication Centre for Optics and Photonics at CSIR-CSIO, Chandigarh in accordance with the general requirements as set out in the enclosed conditions, and whereas the consultant/firm has agreed to perform the services as set out in the enclosed conditions and subject to the terms and conditions set forth in the said conditions. Now, the present witnessed and it is hereby agreed by between the parties hereto as follows:

The employer appoints the Consultant/Firm and the Consultant/Firm accepts the appointment on the terms and conditions mentioned in the conditions of the Agreement annexed hereto. The conditions of agreement annexed hereto shall form part and parcel of this present.

In witness whereof, the Employer through his duly authorized representatives has set his hand and the consultant/firm through their duly authorized representatives have affixed their common seal hereunto the day and year first above written.

For and on behalf of

M/s _____

For and on behalf of the
Council of Scientific & Industrial Research

Common Seal of the Consultant/Firm*
Above named has been affixed by

(Managing Director/ Secretary/ Chairman/ Partner)

In the presence of

- 1.
- 2.

In the presence of

- 1.
- 2.

CONDITIONS OF AGREEMENT

1. Definitions

For the purpose of the agreement, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

- i. 'Approved' means approved by employer's representative in writing including subsequent confirmation of previous approval and 'Approval' means approval by Employer's representative in writing as above said.
- ii. 'Employer' shall mean Director-General, CSIR or any officer authorized by Director-General for the purpose.
- iii. 'Engineer' shall mean the Engineer designated by the Employer to superintend and perform other duties as indicated in the Contract.
- iv. Scientist in charge: shall mean the scientist designated by the Employer to monitor and perform other duties as indicated in the Contract.
- v. Consultant/Firm means M/s _____ having a registered office at _____ or their permitted assigns or successors in office and authorized representative.
- vi. 'Tendered Cost' means the cost at which the work is awarded to Consultant/ Firm for execution.
- vii. 'site' shall mean the site of the clean room (and space for associated utilities of clean room) in the building at CSIR-CSIO.

2. Scope of work:

The employer would furnish the requirements and area schedule for various functions to the consultant/firm, the consultant/firm shall, there upon, render the following services:

The hired consultant will work as a bridge between Institute and Construction agency (Contractors) for designing and construction of Clean Room as per the organisation requirement. Major role expectations are as given below:

- Jointly work with scientists and technical staff in establishing Clean Room facility.
- Establish Facility Utility Matrix for the Clean Room based on type of process tools to be installed inside the Clean Room.
- Perform Clean Room heat load design based on outside and inside conditions.
- Prepare Site master plan of Clean Room, utilities for supporting Clean Room operation and process utilities.
- Prepare layout drawings for Clean Room with area and height requirements, provide necessary inputs like pay loads for floors, ceiling, Vibration & EMF isolation for civil engineering team to perform structural design and construct the building.
- Prepare bill of quantities along with specifications for:
 - a) Clean Room envelope
 - b) HVAC supporting Clean Room
 - c) Electrical infrastructure
 - d) Process gases and other utilities
 - e) Treatment system to handle elements escaping into environment
- Develop tender document to enable CSIR-CSIO to float tenders to seek bids from potential vendors. The tender document should primarily contain all technical specifications for intended work with no ambiguity, installation and third-party validation requirements,

qualification criteria for bidders, list of makes, compliance sheet, relevant drawings and any other information required for bidders to submit their proposals.

- Support CSIR-CSIO in evaluating technical bids received and qualify the bids before commercial comparison.
- Approve the goods for construction and drawings for the execution of cleanroom construction.
- Monitor supply, installations and commissioning of the cleanroom facility.
- Witness final validation of cleanroom and certify its acceptance for use.
- Development of Clean Room protocols.
- Training to Clean Room users.

3. Payment of Remuneration:

REMUNERATION

The fees for the consultancy service will remain unchanged even if the total cost of the project increases subsequently.

(a) *The Consultancy Fee:*

The Employer agrees to pay the consultant/firm for the professional services to be rendered by them as herein above described in Point 2 (Scope of Work) the following fee.

A lumpsum fee of Rs.....(inclusive of all taxes) provided the planning & design work is done by the consultant. For any portion of work deleted at any stage, the consultant shall be paid the fee only up to the stage of work done just before deletion. No additional fee is payable for deviations in the quantities of any item during actual execution. Fee shall be calculated on tendered cost. No extra/ substituted items, deviations (plus/ minus) shall be considered.

- (b) The above fee at 3(a) is inclusive of fee payable by the consultant/firm to any other consultant/ Associate(s) and nothing extra shall be payable by the Employer for this purpose. No separate amount is payable for service tax and the same is deemed to be included in the above fee. The consultant/firm shall be reimbursed any other future taxes imposed by the Govt. subject to submission of proof of payment of such taxes.

(c) *Mode of Payment:*

Sr. No.		Payment
1	<i>Preparation of preliminary schemes for facility utility matrix, site master plan, and layout drawing of clean room laboratory</i>	10%
2	<i>Preparation of bill of quantities along with specifications (mentioned in Scope of work), Tender documents to enable CSIR-CSIO to float tenders</i>	20%
3	<i>Evaluating of the tender bids, approve the goods for construction and drawing for cleanroom construction, monitor supply, installations and commissioning of the</i>	60%

	<i>cleanroom facility, final validation of cleanroom and certify its acceptance for use, development of clean room protocols, training to clean room users.</i>	
4	<i>After satisfactory completion of all the task and after issue of completion certificate</i>	10%

4. Compensation for delay:

The time allowed for carrying out the work as specified shall be strictly observed by the consultant/firm and shall be deemed to be the essence of the contract on the part of the consultant/firm. The work shall thorough-out the stipulated period of the contract be processed with all diligence and in the event of failure of the consultants to complete the work within time schedule as specified above or within the extended period as approved by the employer in writing, the consultant/firm shall pay as compensation amount equal to 1/2 % (half percent) for every week of delay on total fee payable, that the work remain unfinished after the specified date subject to maximum of 5% of the total fee payable to the consultant.

5. Abandonment of work:

That if the consultant/firm abandon the work for any reason whatsoever or become incapacitated from action as consultant as aforesaid, the employer may make full use of all or any of the drawings prepared by the consultant and that the consultant shall be liable to refund any excess fees paid to them up to that date plus such damages as may be assessed by the employer.

6. Termination:

The Employer without any prejudice to its right against the consultants in respect of any delay or otherwise or to any claims or damages in respect of any breaches of the contract and without prejudice to any right or remedies under any of the provisions of this contract may terminate the contract by giving one months notice in writing to the consultants and in the event of such termination, the consultants shall be liable to refund the excess payment, if any, made to them over and above what is due in terms of this agreement on the date of termination and employer may make full use of all or any of the drawings prepared by the consultants.

In case due to any circumstances, the employer decides to curtail the scope of work or totally abandon the work, the payment to the consultants would be made based on approved preliminary estimate up to the stage of work executed by him immediately before taking such a decision. However, once the work is awarded and then the scope is reduced, the payment to the consultants will not be affected so long as he has completed supply of all drawings and schedule as per agreement.

7. Arbitration:

That if any dispute, difference or question shall at any time arise between the parties in respect of the meaning or interpretation of this agreement or covering anything herein contained or the validity of the enforcement thereof which cannot be settled mutually, shall within 30 days (or such longer period as may be agreed upon) from the date one party informs the other in writing that such dispute or disputes or disagreement.) exist it shall be referred to Delhi International arbitration Centre (DIAC), Delhi High Court. The above arbitrator is final and binding.

The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, DGCSIR as at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. The arbitration proceedings will be conducted in accordance with and be subject to Arbitration and Conciliation Act 1996 as amended from time to time and the decision of the arbitrator shall be final and binding on the parties.

The arbitrator will have its seat at site of work or at such place in India as may be decided by the arbitrator.

The consultant/firm shall continue to perform their duties with diligence notwithstanding the fact that a dispute has been referred to arbitration or any dispute or difference has arisen.

8. Number of Drawing Sets, tender documents, specifications etc. and copyright:

Under this agreement, the drawings architectural, electrical, air conditioning of clean room or other services (internal and external) would be supplied by the consultant/firm as indicated above, but not less than 4 specified sets of prints and one reproducible copy in A-1 size. Any extra sets of drawings, if required by the employer shall be supplied at mutually agreed cost. All these drawings will become the property of the employer and he will have the right use of the same anywhere else. In that event, the employer will pay a royalty to the consultant/firm on mutually acceptable basis. The drawing cannot be issued to any other person, firm or authority or used by the consultant for any other project. No copies of any drawing or document shall be issued to anyone except the employer and authorized representative.

9. Determination or Rescission of Agreement:

The employer without any prejudice to its right against the consultant/firm in respect of any delay by notice in writing absolutely may determine the contract in any of the following cases: -

- i) If the consultants being a company/firm shall pass a resolution or the court shall make an order that the company/firm shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager which entitles the court to make up a winding order.
- ii) If the consultant/firm commit breach of any of the terms of agreement.

When the consultant/firm have made themselves liable for action under any of the clauses aforesaid, the employer shall have powers: -

- a) To determine or rescind the agreement
- b) To engage other consultant/firm to carry out the balance work at the risk and cost of the consultant/firm and debiting the consultant/firm the excess amount, if any, so spent.

General:

10. The scrutiny of the drawing, and designs by the employer's own supervisory staff, if any, does not absolve the consultant/firm of their responsibility under the agreement. The consultant/firm shall remain solely responsible for soundness of the clean room design and for all provisions of the contract so as to satisfy the particular requirement of the clean room specifications.

11. The consultant/firm shall supply to the employer copies of all documents, instructions issued to contractors, if any, relating to the work, drawings, specifications, bill of quantities and also other documents as may be required.

12. The consultants hereby agree that the fees to be paid as provided herein will be in full discharge of function to be performed by him and no claim whatsoever shall be against the employer in respect of any proprietary rights or copy rights on the part of any party relating to the plans, models and drawings.

The consultants shall indemnify and keep indemnified the employer against any such claims and against all costs and expenses paid by the employer in defending himself against such claims.