

NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION & RESEARCH
SECTOR-67, SAS NAGAR -160062

2. Name of Work : Annual Operation and Maintenance Contract for Electrical and Mechanical Utility Services at NIPER, S.A.S Nagar

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NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION RESEARCH,
S.A.S NAGAR (Mohali)

TENDER NOTICE

Sealed tenders in two bids system comprising of "Technical Bid and Price Bid" on behalf of Director, NIPER are invited from reputed agencies/ contractors having experience of working for CPWD/ Railway/ P&T/MES/State PWD/ Institutions/ PSUs/ other Govt. organizations/ reputed corporate in Pharma/ Health sectors under the contract labour registration act 1970 to assist the Institute in operation & Maintenance of Electrical, Mechanical Utility Services as per detailed tender documents.

Name of Work	Estimated cost of manpower wages per annum (Rs. in Lacs)	Earnest Money Deposit	Cost of Tender documents	Time period of contract	Date of availability of Tender Document on NIPER Web Site	Last date and time of receipt of tender form	Date and time of opening of tender
Annual Operation and Maintenance Contract for Electrical and Mechanical Utility Services at NIPER, S.A.S Nagar	39.20	78400/-	Rs. 500/-	12 months	17.05.17	14.06.17 upto 3.00 pm	14.06.17 at 3.30 pm

Eligibility Criteria

1. EMD as mentioned above (to be submitted in a separate envelope along with eligibility criteria documents and (Part-I Technical Bid) should be in the form of Demand Draft in favour of Director, NIPER drawn on any scheduled bank payable in Mohali/ Chandigarh.
2. The Agencies who fulfill the eligibility criteria regarding possession of the following documents may participate in the bid for the above work.
 - I. PAN No.
 - II. Documentary evidence of Registration with EPF and ESI authorities.
 - III. Documentary evidence of Service Tax No.
 - IV. Average annual financial turnover of immediate last year should be at least **Rs. 40.00 lacs** (Please attach copies of Profit and Loss Accounts & Balance sheets).
 - V. Should not have incurred loss in more than 2 years during the last 5 years ending 31 March of previous financial year. (Please attach copies of Profit and Loss Accounts & Balance sheets).

- VI. Submission of documentary evidence certifying successful completion of similar works during last 7 years, ending last day of month previous to the one in which tenders are invited either of the following :-
- a) Three similar completed works each cost not less than the amount equal to **Rs. 16.00 lacs.**
- Or
- b) Two similar completed works each costing not less than the amount equal to **Rs. 24.00 lacs.**
- Or
- c) One similar completed work costing not less than the amount equal to **Rs. 40.00 lacs.**

3. Similar nature of works means Annual Operation & Maintenance contract for Electrical & Mechanical Utility Services works in any Govt. Organisation/ Public Sector Undertaking/Reputed Corporate Sector.
4. The Agency should have office/ sub office with relevant maintenance workshop in tri-city (Chandigarh/ S.A.S Nagar/ Panchkula) and proof of same need to be attached.
5. Eligibility criteria documents along with Part-I Technical Bid (must be submitted in 1st envelope along with EMD).
6. Price Bid –Part II (To be submitted in a separate envelope) of the parties, who qualify in the eligibility criteria shall be opened on a subsequent date to be informed separately).
7. The offer will remain valid for **four** months from the last date of submission of tender.
8. Telegraphic, Fax, late received, conditional tenders and tenders not submitted strictly as per eligibility criteria requirements and without EMD shall not be accepted.
9. Any information furnished by the applicant found incorrect at the later stage will make the agency liable to be debarred from tendering/ taking up the work in NIPER. The department reserve the right to verify the particulars furnished by the applicant independently.
10. The tenderer should visit the site before filling in tender so that he could access the requirement of manpower and prevailing site conditions.
11. Conditional tender of any form shall liable to be rejected.
12. The Director, NIPER reserves the right to accept or reject in part or in full any or all the tenders without assigning any reasons thereof.
13. The quotations are to be kept in a sealed cover super-scribing on the envelope **“Annual Operation and Maintenance Contract for Electrical and Mechanical Utility Services”** as per schedule given in tender notice at page No.2 of tender document addressed to Director, NIPER. The quotation must be accompanied by forwarding on letter head of your company mentioning (I) Name of Contract, (II) reference of this Tender number and (lii) date of opening of Quotation. Your quotation should be deposited in **TENDER BOX** located at 1st Floor Administrative Bhawan. The bids will be opened in the Conference Room on the first floor of Administrative Bhawan on NIPER in the presence of tenderers, whosoever may wish to be present. The institute shall not be responsible for any postal delays and quotations received after the stipulated date & time shall be summarily rejected. Quotations through FAX / E-Mail will not be entertained. The date & time of opening of financial bid will be conveyed later on

(Signature of the Tenderer)

(TECHNICAL BID)

PART-I
MEMORANDUM

Name of Work : Annual Operation and Maintenance Contract for Electrical and Mechanical Utility Services at NIPER, Sector-67, S.A.S Nagar.

1. Estimated Cost : **39.20 lacs**
2. E.M.D. : **Rs. 78400/-**
3. Period of Contract : 12 months.
4. Security Deposit : A sum @ 10% of the gross amount of the bill shall be deducted from each RA bill of the contractor till the sum along with the sum already deposited as EMD, will amount to Security Deposit of 5% of the tendered value of the work. The earnest money that is deposited at the time of tender shall be treated as part of the Security Deposit.
5. Performance Guarantee : 5% of the awarded cost to be deposited in the form of Bank Guarantee from a scheduled bank within 15 days after the date of issue of L.O.I and will remain valid till successful completion and issue of completion certificate.
6. Defect Liability Period : NA
7. Date and time of issue of tender documents : **As per Tender documents**
8. Date and time of submission of Tender documents : **-do-**
9. Date and time of opening of Technical Bid. : **-do-**
10. Date and time of opening of Price Bid. : **will be conveyed via email to the successful bidders**
11. Validity of Tender : **120** days from the date of opening of Tech. Bid.
12. Tenders should be submitted in Two Envelopes systems. Ist Envelop should contain EMD as specified along with all eligibility criteria documents and second envelop should contain **Price Bid only**. Above noted envelopes should be enclosed in a single envelop super scribed with the word **"Tender for Annual Operation and Maintenance Contract for Electrical and Mechanical Utility Services at NIPER, Sector-67, S.A.S Nagar.**
13. Tender Forms are not transferable.
14. Price Bid will be opened **in respect of** only those parties who qualify in the Technical Bid.
15. Telegraphic, Fax, conditional and tender without EMD shall not be accepted.
16. Canvassing in any form will entail disqualification.
17. Director, NIPER reserves the right to accept or reject any or all the tenders without assigning any reasons.

Dated the Day of.....

Signatures of the Issuing Officer
(With seal of the firm)

TENDER

I/ We have read and examined the NIT specifications applicable, drawings and design general rules and directions, conditions of contract, clauses of contract, special conditions, schedule of rates and other documents and rules referred to in the conditioning of contract and all the contents in the tender documents for the work.

I/ We hereby tender for the execution of the work, specified in the schedule of quantities within the time specified there in and in accordance with specifications, designs, drawings, and instructions in writing referred therein and with such materials as are provided for and in all respects in accordance with such conditions as far as applicable.

I/ We agree to keep the tender open for 120 days from the due date of opening thereof and not to make any modifications in its terms and conditions.

A sum of Rs. 78400.00 is hereby forwarded by Demand Draft issued by a National Bank in favour of Director, NIPER and payable at Mohali/ Chandigarh.

If I/ We fail to commence the work specified, I/We agree that the authority competent to accept the tender or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said EMD absolutely otherwise the said EMD shall be retained by him towards Security Deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered upto maximum of the percentage therein.

If I/We, fail to furnish the prescribed Performance Guarantee within prescribed period, I/We agree that the competent authority or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

I/We hereby declare there, I/We will treat the tender documents, drawings and other records connected with the work as secret/ confidential documents and shall not communicate information/ derived there from to any persons or use the information in any manner prejudicial to the safety of the institute.

I/ We agree that if I/We fail to commence the work specified in the above memorandum, an amount equal to the amount of the EMD mentioned in the form of invitation of tender, shall be absolutely forfeited to NIPER and the same may in the option of Competent Authority in law out of any other money due to me/us under this contract otherwise.

Date :

Witness :

Address :

PERFORMA FOR PERFORMANCE BANK GUARANTEE

Whereas the National Institute of Pharmaceutical Education & Research (hereinafter called NIPER which expression shall include its successors and assignees) having awarded a work order/ contract No. _____ dated _____ (hereinafter called the contract) for _____ to M/s _____ (hereinafter called) _____ subject to the terms and conditions contained in the contract.

Whereas the terms and conditions of the contract require the contractor to furnish a bank guarantee for Rs. _____ (Rs. _____) being _____% of the total value of the contract for proper execution and due fulfillment of the terms and conditions contained in the contract.

We, the _____ Bank, (hereinafter called the "Bank") do hereby unconditionally and irrevocably undertake to pay to NIPER immediately on demand in writing and without protest/ or demur all moneys payable by the contractor to NIPER in connection with the execution of and performance of the Services/works/ equipments, inclusive of any loss, damages, charges, caused to or suffered by NIPER by reasons of any breach of the terms & conditions contained in the contract as specified in notice of demand made by NIPER to the bank. Any such demand made by NIPER on the bank shall be conclusive evidence of the amount due and payable by the bank under this guarantee. However, the bank's liability under this guarantee shall be limited to Rs. _____ in the aggregate and the bank hereby agreed to the following terms and conditions:-

I. This guarantee shall be a continuing guarantee and irrevocable for all claims of NIPER as specified above and shall be valid during the period specified for the performance of the contract including the period of maintenance/ warranty i.e. up to _____.

II. We, the said bank further agree with NIPER that NIPER shall have the fullest liberty without our consent and without affecting in any manner our obligations the terms and conditions of the said contract or to extend time for performance of contract by the contractor from time to time on any of the powers exercisable by contract and to bear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations of extension being granted to the contractor or for any forbearance, act or omission on the part of NIPER or any indulgence by NIPER to the contractor or by any such matter or thing whatsoever, which under the law relating to the sureties, would, but for this provision, have effect of so relieving us.

III. This guarantee/ undertaking shall be in addition to any other guarantee or security whatsoever NIPER may now or at any time have in relation to the

company shall have full recourse to or enforce the security in preference to any other security or guarantee which the NIPER may have or obtained and there shall be no forbearance on the part of the company in enforcing or requiring enforcement of any other security which shall have the effect of releasing the Bank from its liability. It shall not be necessary for NIPER to proceed against the said contractor before proceedings against the Bank.

IV. This guarantee/ undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to NIPER in terms **there of** and paid by the Bank

V. The bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the Bank 'in terms hereof shall not be otherwise affected or suspended by reasons of any dispute or disputes having been raised by the contractor (whether or not pending before any arbitrator, Tribunal or court) or any denial of liability by the contractor stopping or preventing or purporting to stop or prevent any payment by the bank to NIPER in terms hereof.

We, the said bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of NIPER in writing. Unless a claim is made in writing within six month from the date of expiry of this guarantee i.e. We shall be relieved from all liabilities under this guarantee thereafter.

Signed This.....day of20.....at.....

For and on behalf of Bank

WITNESS:

1. _____

2. _____

(Signatures of the Tenderer)

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

This section of tender consists four parts i.e. from Part-A to Part-D.

Part-A

1. The contractor will submit monthly detailed wage bill voucher duly supported with necessary check list, etc. along with the proof of deposit of statutory dues (EPF, ESI and Service Tax, cesses extra etc.) as applicable. NIPER will make payment to contractor within **15** working days after receipt of the claims / deductions of applicable taxes/ TDS etc. as applicable from the contractor and if found in order and in complete .
2. **The maintenance and operation staff shall individually be in possession of a temporary identity card/ pass issued by the contractor/ NIPER. The identify card or pass shall be examined by the security staff at the time of entry and exit from the campus and also at any time or number of times inside the campus. Cost of passes including photo for this purpose shall be borne by the contractor**
3. In case of short deployment of manpower as given in the contract, the institute will make suitable proportionate deduction from the bills on the basis of wages disbursed as applicable.
4. The contractor shall be responsible for proper maintenance of decorum, punctuality, discipline and work output within the premises of site .
5. The service charges in percentage to be quoted by Agency shall be exclusive of Statutory taxes and levies as applicable and amended from time to time . The service charges quoted by agency shall remain same during the period of contract as well as during the extensions periods if applicable /granted by NIPER .
6. The Contractor shall comply with all provisions of the minimum wages Act 1948, and Contract Labour (Regulation and other labour laws affecting contract labour that may be brought into force from time to time. The agency has to obtain all licenses required as per present labor laws applicable in this region.
7. No advance payment will be made under any circumstances.
8. Rates should be quoted in figures as well as in words.
9. The rates quoted shall be valid for a period of **120** days from the date of opening of the **Price bid**. In case of any deficiency for provision of manpower provided by the Agency with regard to the **strength** specified in the contract, the same will get proportionately curtailed in terms of payment due to the agency for the same.
10. The authorized signatory of the firm should sign all pages of the tender documents and schedules as a token of their acceptance.
11. The **contractor** will be responsible for the safety and security of his staff while performing their duties in the NIPER site.
12. In case any workman is not found up to the mark and not able to work properly, he will have to be **changed** as per the instructions of the NIPER.
13. NIPER will have the liberty to discontinue the contract at any time by giving two months notice without assigning any reasons. The contractors will hand over the whole system in good condition after expiry of the contract.
14. In case of any problems with the equipment, the contractor's staff shall inform immediately to the Engineer-in-Charge of NIPER for further necessary action.

15. The contractor shall not sublet the contract to any other party/contractor. In the event of so, the contract with the agency shall be liable for cancellation and Security Deposit forfeited. Necessary action as deemed fit by the competent Authority shall be taken against agency for breach of contract agreement.
16. The contractor shall take insurance against all claims applicable as per workman's compensation Act 1923, Agency shall take necessary insurance cover for any persons deployed at NIPER site even for short duration. NIPER shall not entertain any claim arising out of mishap/accident, if any that may take place during the period of contract.
17. Contractor shall be fully responsible for theft, burglary, fire or any mischievous acts by his workers/staff in the area of operation mentioned in Annexure-C under Handing/ Taking over of assets and shall replace the damaged items under such circumstances. Otherwise loss suffered due to above reasons will be recovered equal to the amount as verified by the institute.
18. The contractor will provide a list of its manpower as required at NIPER sites to the Security-in-Charge of the Institute.
19. Daily attendance of the staff shall be maintained by the contractor and the contractor shall make it available daily to Engineer-in-Charge of NIPER for verifications or as and when required.
20. The contractor shall maintain all records such as log sheets/ books, schedule of maintenance activity, detail of Job Cards, attendance register, test records for various tests conducted, material requisition book, gate pass and other statutory registers for man power employed etc. Such records are to be maintained as per the formats supplied by NIPER from time to time and **others** as prescribed by prevalent labour laws.
21. The contractor shall obtain labour license from respective labour deptts of the said region to fulfill the requirements of labour laws in force in the region.
22. 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 **while going** out at security gate.
23. NIPER shall not be responsible for any inquiry or loss of any workers of the contractor that may take place while on work. Any compensation or expenditure towards treatment for such injury or loss of life shall be the sole responsibility of the contractor. He will not be entitled to claim any compensation/ reimbursement from the NIPER on above account.
24. **The estimated cost of work has been worked out on the basis of minimum wages as per office order of Chief Labour Commissioner (C), Ministry of Labour and Employment, Govt of India, effective w.e.f 01.10.2016 including component of amount over and above the minimum wages drawn by existing workers. The contractor has to quote only service charges in percentage (%age) based on the estimated cost of work which includes EPF & ESI. However amount of actual service charges to be paid to the contractor, shall be worked out based on the disbursement of actual wages including employer's contribution towards EPF and ESI of the workers employed at NIPER site by the contractor. Deployment of**

manpower will be as per qualification, experience and services requirements of NIPER.

25. Agency could be required to provide additional/ extra manpower as per requirements of NIPER in particular category (skilled/ un-skilled) and payment shall be made to the agency according to the category of manpower deployed.
26. Qualification, experience & wages (including revisions) of manpower to be engaged during the period of contract will be got approved by the contractor from NIPER.
27. No underage employee i.e. below 18 years of age should be enrolled or on roll of Agency undertaking the said contract.
28. All the employees of the company should be given I-cards and it should be made mandatory to carry the cards during working hours,so that same may be produced on demand.
29. There should not be any employee/employer relationship of company's employees with NIPER and they will not be liable to stake claim for any adjustment/ job in NIPER, Mohali during/ after the contractor period.
30. The Agency shall submit the bill for the services rendered by them for every month after fulfilling the following conditions :-
 - a)The contractor shall open a bank account in the bank branch located in the institute and shall make the payment of wages to the persons deployed by him through aforesaid bank. The employees of the contractor will also open their individual accounts in the same branch for the purpose of the disbursement of wages immediately. The obligation is imposed on the contractor to ensure that the contractor is fulfilling his commitment towards his employees as deployed as per labour laws applicable .
 - b)The contractor will calculate and pay ESI and EPF on the amount of actual wages disbursed to his employees as per rules and submit the details as indicated earlier with his bill for verification by NIPER A/C sections.
31. **Revision of Wages of Manpower.**
Revision of variable dearness allowance (VDA) as applicable on minimum wages shall be effective based on the wage notification issued by the Chief Labour Commissioner (Central), Ministry of a Labour and Employment, New Delhi for respective category and Zone-B issued from time to time. Accordingly agency shall have to submit documentary evidence in support to claim revision of VDA of minimum wages to NIPER from time to time.
32. The Agency shall have to submit service tax details to NIPER as applicable from time to time being statutory requirement.
33. The tenderer should have to submit an undertaking stating that the Agency/company and its Proprietor(s) have not been black listed by any govt. organization in the part three years.
34. In case of omission of any conditions in this tender documents, the standard govt. rules and regulations shall invariably be come into force.

(Signatures of the Tenderer)

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

Part-B

1. In the event of the tender being submitted by a firm. It must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney is to be produced with the tender and must disclose that the firm is duly registered under the Indian Partnership Act.
2. Conditional tender & tenders not filled as per instructions contained in **NIT** are liable to be rejected.
3. Rates (s) and / or amount(s) **q**uoted in decimal coinage amount must be quoted in full rupees by ignoring fifty paisa and less and considering more than fifty paisa as rupee one.
4. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall be taken as correct. If the amount of an items is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly the rates quoted by the contractor will be taken as correct and not the amount.
5. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite total given. Rates should be written in figures as well as in words and the amount in figures and in words.
6. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
7. Sales Tax, Purchase tax, Turnover Tax or any other tax on material in respect of the contract shall be payable by the contractor and NIPER will not entertain any claim whatsoever in respect of the same.
8. The contractor and his worker staff shall observe all the rules promulgated from time to time by the NIPER authorities.
9. The contractor shall not carry out any hidden work on Sundays & Holidays without the prior written approval of the Engineer-in-charge.
10. The persons engaged for shift duty will not leave their work station until next reliever comes.
11. **If a person remains absent in his shift duty/ general duty, the salary for that day shall be credited to the person who is continuing his duty in shifts/ in general subject to approval of Engineer-in-Charge.**
12. Shift duty workers may have to perform their duty in continuation to the next shift during night due to essential and critical requirement involved in uninterrupted

electric power system in the substation and further to reduce down time in case of any fault and as per need of the institute

13. In case of leaving of job by existing technician/ supervisor, the wages of person who would be employed in replacement, may be fixed as the relieving person was drawing keeping in view the level of skill and experience subject to approval of Engineer-in-Charge.
14. It is the sole responsibility of the agency to entertain all types of claims legal/ financial related with workers during the period of contract. NIPER shall not be responsible for any dispute arising out between the agency and its workers and will not be liable for any compensation in this regard.
15. **The lowest-I (L-I) will be decided on the basis of service charges quoted by the parties only after it has been declared responsive on all techno-commercial parameters by NIPER .**

(Signatures of the Tenderer)

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

Part-C

1. The contractor means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of NIPER and the contractor, together with the documents referred to therein including these conditions, the specifications, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form the contract and shall be complementary to one another.
2. In the contract, the following expressions shall unless the context otherwise requires, have the meanings, hereby respectively assigned to them.
 - (i) The expression works or work shall, unless there is something either in the subject or context repugnant to such construction, be constructed and taken to mean the works by or virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
 - (ii) The site shall mean the land or other places on, into or through which the work is to be executed under the contractor any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - (iii) The contractor shall mean the individual, firm or company, whether incorporated or not undertaking works and shall include the legal personal representative of such individual or the personal comprising such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - (iv) The Engineer-in-charge shall mean the person designated from time to time by the Director, NIPER and shall include those who are expressly authorized by him to act for and on his behalf for operation of this contract.
 - (v) Accepting Authority shall mean Director, NIPER.
 - (vi) Excepted risk are risk due to riots (other than those on account of contractors employees), war (whether declared or invasion act foreign enemies, hostilities, civil war, rebellion, revolution, insurrection military or usurped power), any act of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority.
3. **SUFFICIENCY OF TENDER**

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of quantities, which rates and prices shall except

as otherwise provided cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

4. DISCREPANCIES AND ADJUSTMENTS OF ERRORS

Several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small-scale drawings and figured dimensions in preference to scale and special conditions in preference to General Conditions.

4.1 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 regards to the intention of the document and his decision shall be final and binding on the contractor.

4.2 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 drawing and specifications or from any part of his obligations under the contract.

5. CLARITY IN WRITING

The writings done on any page by the contractor should be clear and worth readable.

6. ALL PAGES TO BE INITIALED

All pages of the tender document are required to be initialed and dated at the lower right hand corner of the tender by the bidder(s) or its authorized representative.

7. CORRECTIONS AND ALTERATIONS

All correction (s) alteration(s) in the entries in the tender papers shall be signed in full by the tenderer with date. No eraser or overwriting is permissible.

8. WITNESS

The contractor shall have to give two names of witnesses of persons of status during the time of signing of agreement.

9. EARNEST MONEY

No interest is payable on earnest money deposit. Refund of EMD will be made as per norms applicable.

10. ADDENDA & CORRIGENDA

Addenda and corrigenda to the tender documents will be issued in duplicate prior to the date of opening of the tender to clarify documents or to reflect modifications in design or contract terms.

Each addenda/ corrigenda will be distributed in duplicate to each tenderer to whom a set of tender documents has been issued. Recipient will retain tender's copy of each addenda/ corrigenda and attach original copy duly signed along with his offer. All addenda/ corrigenda issued by the NIPER shall form part of the agreement.

11. POLICY FOR TENDER UNDER CONSIDERATION

Only those tenders which are complete in all respects and are strictly in accordance with the terms and conditions and technical specification of

tender documents shall deem to be considered for evaluation. Such tenders shall deemed to be under consideration immediately after opening or the tender and until such time an official intimation or acceptance/ rejection of the tender is made by NIPER to the tenderer.

NIPER if necessary will obtain clarification on the tender by requesting for such information/ clarification from any or all tenderers, either in writing or through personal contact as may be necessary. Tenderers will not be permitted to change the substance of the tender after opening of the tender.

12. MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE.

Neither the NIPER nor official or employees of the NIPER shall in any way be personally bound or liable for the acts or obligations of the owner under the contract or answerable for any default or omission in the observance or performance or any or the acts, matters or things which are herein contained on the part of the contractor.

13. CONTRACTOR'S OFFICE AT SITE

The contractor shall provide and maintain an office at the site for the accommodations of his agent and staff and such office shall be opened at all reasonable hours to receive instructions, notices or other communications. The contractor at all times shall maintain a site instruction book and compliance of theses shall be communicated to the Engineer-in-Charge from time to time and the whole document to be preserved and handed over after completion of the work to NIPER.

14. RIGHT OF THE OWNER

The owner reserves the right to distribute the work between more than one agency(ies). The contractor shall cooperate and afford other agencies reasonable opportunity for access to the work for the carriage and storage of material and execution their works.

Wherever the work being done by any department of the owner or by other agencies employed by the owner is contingent upon work covered by this contract, the respective rights of the various interests involved shall be determined by the Engineer-in-Charge to secure completion of various portions of the work in general harmony.

15. LANGUAGE AND MEASURES

All documents pertaining to the contract including specifications, schedule, notices, correspondences operating and maintenance instructions, drawings etc shall be written in English language. The metric system of measurements shall be used in the contract unless otherwise specified.

16. MODE OF PAYMENT

The contractor will get the payment on monthly basis subject to check & approval of Engineer-in-Charge or his representative after the submission of bill by the contractor. All the statutory records related to services such as EPF, ESI deposits of workers working under the contractor needs to be enclosed, which shall be duly verified by the NIPER.

17. CERTIFICATE AND PAYMENTS ON EVIDENCE OF COMPLETION

Except the final certificate, no other certificate or payment against a certificate or on general account shall be taken to be an admission by the owner of the due performance or the contract or any part thereof or of occupancy or validity of any claim by the contractor.

18. SIGNING OF CONTRACT

The successful tenderer/ contractor, on acceptance of his tender by the Accepting authority shall, within 15 days from the stipulated date of start of the work sign the contract with NIPER on judicial stamp paper of value as specified by NIPER .

19. WORK IN LABORATORIES / OFFICES AT ADJOINING AREAS

Agency will have to take all necessary precautions and measures to check any inconvenience to the working of laboratories in the adjoining buildings and comply directions of Engineer-in-Charge. Nothing extra is payable on above account.

20. DEPOSIT/ DISPOSAL OF DISMANTLED MATERIAL

Dismantled/damaged materials/spares etc is to be deposited in stores as per direction of Engineer-in-Charge by filling requisite forms /record books as per the rules applicable in NIPER.

21. PROTECTION OF BUILDINGS

The contractor is responsible for any damage to the buildings, if any done by his workers during the contract period. He is required to rectify the damaged portion; otherwise necessary recoveries as approved by Engineer-in-Charge will be applicable.

22. CLEANLINESS OF WORK SITE

The contractor is required to keep the surroundings of the work site neat & clean. All employees of Contractor should adopt and implement Swatch Bharat Abhiyaan (Clean Indian Campaign) of Govt in letter and spirit .

23. SEQUENCE OF VARIOUS ITEMS

Sequence of execution of various items of work are to be planned in such a way to create minimum disruption of activities in the adjoining buildings.

24. All the works under this contract are to be carried out as per standard specifications/ norms and manufacturers specifications as applicable to industry .

25. PERIOD OF CONTRACT:

The Contract shall be initially for a period of one year from the date of award of order which may be extended upto further equivalent periods maximum upto 02 years (Total 03 years from the date of first Work Order) subject to satisfactory performance of the Contractor approved by Engineer-in-Charge.

Any further grant of extension to the Contractor on the existing Terms & Conditions, if required by the institute, shall depend upon the decision taken by the Competent Authorities, NIPER, S.A.S Nagar.

(Signatures of the Tenderer)

CLAUSES OF CONTRACT

Part-D

CLAUSE 1

RECOVERY OF SECURITY DEPOSIT

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum @ 10% of the gross amount of the bill shall be deducted from each RA bill of the contractor till the sum along with the sum already deposited as EMD, will amount to Security Deposit of 5% of the tendered value of the work. The earnest money that is deposited at the time of tender shall be treated as part of the Security Deposit. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.

CLAUSE-2

Performance Guarantee

The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for

delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of any scheduled bank/ Banker's Cheque of any scheduled bank/Demand Draft of any scheduled Bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor payment against the said fixed deposit receipt of any Bank is furnished by the contractor to the NIPER as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the NIPER to make good the deficit

The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets **extended**, the contractor shall get the validity of Performance Guarantee extended to cover such **extended** time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving Electrical and Mechanical Services, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned yearwise proportionately.

The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the NIPER is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of :

- (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
- (b) Failure by the contractor to pay NIPER any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.

In the event of the contract being determined or rescinded under provision of any of the Clause/ Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the NIPER.

In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

CLAUSE 3

COMPENSATION FOR DELAY

If the contractor fails to rectify the problem within the time frame acceptable by the Engineer-in-Charge, necessary compensation for the delay caused due to negligence/ non-availability of technical expertise with the contractor, will be applicable at the rate of 1% per week for the value (as approved by Engineer-in-Charge).

CLAUSE 4

WHEN THE CONTRACT CAN BE DETERMINED

Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases :

- a) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that work is being performed in an inefficient or otherwise improper or unworkmanlike manner shall omit to comply with the requirement of such notice **within** a period of seven days thereafter.
- b) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- c) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing **within** seven days from the Engineer-in-Charge.
- d) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date (s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- e) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 07 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- f) If the contractor commits any act mentioned in clause 21 hereof when the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge shall have powers :

- i. To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the NIPER. If any portion of the Security Deposit has not been paid or received it would be called for and forfeited.
- ii. To employ labour paid by NIPER and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-Charge shall be final and conclusive) against the contractor and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract. The certificate of the Engineer-in-Charge as to the value of the work done shall be final and conclusive against the contractor provided always that action under the sub clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the NIPER are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor.

CLAUSE-5

CONTRACTOR LIABLE TO PAY COMPENSATION EVEN IF ACTION NOT TAKEN UNDER CLAUSE 4

In any case in which any of the powers conferred upon the Engineer-in-Charge by clause 4 thereof, shall have become exercisable and the same shall not be exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge) putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work /or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, otherwise the Engineer-in-Charge by notice in writing may order the contractor or his clerk of work, foreman or other authorized agency to remove such tools, plant materials, or stores

from the premises (within time to be specified in such notice)in the event of the contractor failing to comply with any such requisition , the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respect and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE-6

MEASUREMENTS OF SERVICES

The services provided by the Agency as per the awarded contract will be on basis of nature of services provided such as timely completion of work. Measurements of services will be based on actual work done and record keeping at site. Various type of records will include:

- a) Job Cards complete with numbering, action status, completion status and material consumption status.
- b) Record of consumables.
- c) Record of attendance.
- d) Time duration of complaints attended.

CLAUSE-7

DISCIPLINE AT WORK SITE

The contractor must give necessary instructions to its workers at NIPER site to maintain discipline. Indiscipline/ fighting, rude behavior of any form is not permissible within NIPER campus. The politeness of the workers towards staff and students and timely completion of work assigned must be given due importance. In case of any complaint necessary action will be initiated as deemed fit by Engineer-in-Charge.

CLAUSE-8

SPARES/MATERIAL SUPPLIED BY NIPER

All the spares/material required to carry out services will be provided by NIPER except minor tools and tackles which are in scope of contractor.

8. The period of operation and maintenance contract shall be initially for a period of 12 months from the date of commencement. This contract may however, be further extended for next two years (year wise) depending upon the satisfactory performance (certified by NIPER) of the agency during the period with the mutual consent on existing Terms & Conditions only. There will be no revision in service charges i.e. percentage (%age) term during contract/ extended contract period, if any.

CLAUSE-9

AGREEMENT

The contractor is required to enter into an agreement with NIPER after acceptance of his tender under the terms and conditions stipulated in the above tender as well any other conditions which may be considered necessary for inclusive in the agreement.

CLAUSE-10

STATUTORY REQUIREMENT

The compliance of statutory requirements with respect to workers and services engaged in this contract shall be the sole responsibility of the contractor.

CLAUSE-11**DETAILS OF INSTALLATIONS, REQUIREMENT OF STAFF AND THEIR QUALIFICATION ETC.**

These are given in Appendix-A and B to this tender. Tenders are required to carefully study and carry out the site inspection of each installation/ building etc to apprise themselves of all the relevant factors. The requirement of staff indicated in the said appendices.

CLAUSE-12**MINIMUM WAGES PAYABLE**

Contractor shall not pay wages lower than minimum wages (revised from time to time) to manpower fixed as per the order of office of Chief Labour Commissioner (C), Ministry of Labour & Employment, Govt. of India. Any revision of wages in the year of contract will have to be paid by the Agency to the manpower deployed at site. However the wages will be mutually decided by NIPER management and the Agency.

CLAUSE-13**TERMINATION OF THE CONTRACT**

In the event of failure/ neglect of the contractor towards the performance of the said contract, Director, NIPER reserves the right to terminate the contract without assigning any reason. Further, NIPER shall not pay any damages/ compensation or other expenses on account of termination/ cancellation of the contract.

CLAUSE-14**ARBITRATION & JURISDICTION**

- a) In case any dispute or difference shall arise between the NIPER (or the Engineer-in-Charge on the their behalf) and the Contractor on any matter within the scope of this Contract except as to matters entirely left to the decision of the NIPER or the Engineer-in-Charge under the provisions of this Agreement, dispute or difference and such disputes or difference shall be referred to a sole Arbitrator to be selected by the Contractor from among the panel of three nominees to be indicated by the NIPER at the time of reference of the disputes to arbitration. The award of the Arbitrator shall be final and binding on both parties. The procedure laid down in Indian Arbitration Act of 1996 and the rules made there under from time to time shall apply in the matter of the reference. Only Courts at SAS Nagar(Mohali) shall have jurisdiction to entertain a claim or for enforcement of the award.
- b) Notwithstanding reference of any matter for arbitration, the Contractor shall continue to execute the Contractor in all respects except to the extent such execution itself is the subject matter for the arbitration.
- c) It is a term of the Contract that the party invoking arbitration shall specify the dispute or dispute to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.
- d) It is also a term of the Contract that if the Contractor does not make any demand for Arbitrator in respect of any claim(s) in writing within 90 days of receiving the intimation from the NIPER that the bill is ready for payment, the

claim of the Contractor will be deemed to have been waived and absolutely barred and the NIPER shall be discharged and released of all liabilities under the Contract in respect of the claims.

CLAUSE-15

FIRE PRECAUTIONS

The maintenance and operation staff shall strictly observe the instructions pertaining to fire precautions in the NIPER complex.

CLAUSE-16

COMPENSATION FOR FAILURE TO UNDERTAKE WORK

In case the contractor fails to undertake the maintenance/operation on any particular day or part thereof, he shall be liable to pay compensation at double the rate of that day from his quoted rate on pro rata basis. The above mentioned compensation shall, however, not be imposed in case the maintenance/ operation is interrupted due to unavoidable circumstances or due to any major breakdown being beyond contractor's control and the Engineer-in-Charge certifies the same. However, the contractor shall not have any claim over the institute of this account.

CLAUSE-17

CONTRACTOR'S REPRESENTATIVES, AGENTS AND WORKMEN

Contractor shall employ only Indian Nationals as his representatives, and workmen after verifying their antecedents/ public record and loyalty. He shall ensure that no person of doubtful antecedents and nationality is, in any way, associated with this contract job. Details of workmen engaged by him shall had to be deposited in NIPER on quarterly basis.

CLAUSE-18

DAMAGE OF EQUIPMENT ETC.

The contractor shall be fully responsible for making good any damage/ loss due to employment of inexperienced staff or due to negligence in workmanship, the same shall be made good by the contractor as per the existing specifications without any extra cost to the institute. In the event of contractor not fully complying with the above provisions to the satisfaction of the Engineer-in-Charge, the same may be provided by the Institute for which the expenses incurred will be recovered from the contractor. The decision of the Director in this regard shall be final, conclusive and binding.

CLAUSE-19

WATER AND ELECTRICITY

Water and electricity required for operation/maintenance shall be supplied free of cost. No water charges for the purpose of drinking by the staff employed by the contractor shall be recovered.

CLAUSE-20

BUILDING DETAILS

The NIPER campus is spread over the area of 130 acres approx. The maintenance of services of the entire infrastructure available in the campus will be covered under this specific contract.

(Signatures of the Tenderer)

ELECTRICAL AND MECHANICAL SERVICES

SCOPE OF WORK

The work under the contract shall comprise of regular operation and maintenance including preventive maintenance of all services

(a) External electrical installations, internal electrical system, operation and maintenance of HT switch board panels/ transformers,

(b) operations/ maintenance of vacuum pumps, compressors, operation of DM & Soft water plant, raw water supply to labs utility services at NIPER complex.

The detailed scope of work is defined in the :-

Appendix 'A - Electrical Works, Appendix 'B' - Mechanical Utility Services.

The work under this contract shall be carried out as directed by the Engineer-in-Charge at site. The contractor shall have to detail qualified men fully conversant with the job of operation of HT switch boards, operation of generator sets, operation of vacuum pumps/ compressor/ DM & soft water plant and maintenance/ repair of external electric HT/LT over head lines and internal electric system.

1. The services required consists of manning and operation of HT switch board panels, maintenance of external HT/LT over head lines, underground cables, internal electrification of each point and operation of generator sets. The work under this contract shall be carried out as per the general conditions and special conditions indicated in this documents.
2. The job of manning and operation shall include the following in each shift. The hours of commencement and closing of duties will be decided by the Engineer-in-Charge/ AE (E)/ J. Engr (M) 24 hours in advance.
 - (a) All mutual operations required for starting, running, up keeping of installation and equipments and connected services.
 - (b) Reading & recording various meters and gauges including adjusting/ operation of controls and filling/ writing of daily log sheet of the installation as per directions of AE or in Charge or his accredited/ nominated representative.
 - (c) Use of any tools or plants for operation and/ or maintenance of installation and up keeping all such T&P installation, equipments, stores and other items of inventory in safe custody.
 - (d) Providing assistance by way of manual labour/ operation T&P and/ or installation of machinery for rectification/repairs of installation.

- (e) Any other job which can be reasonably expected to be necessitated due to negligence or wrong operation of the installation on the part of the operator. The decision of the Engineer-in-Charge as to whether the repair/rectification is necessitated due to negligence or wrong operation on the part of the operator or not shall be final and binding. Any specialized repairs/ overhauling/ major repair which requires specific skills with related infrastructure shall be borne by the institute.
3. (a) The contractor shall be responsible for regular running of the installation for the minimum hours per day as indicated the respective item of Annexure-C and Appendix-A and B. In case shift duties required to be performed as directed by the Engineer-in-Charge are not performed by the operator of the contractor, on whatsoever reason or any laxity is noticed by the AE/ J. Engr (M) on the part of the contractor in manning or running the installation efficiently and regularly during the specified hours, no payment will be made for the calendar day. In addition a penalty at the rate of Rs. 50/- per hour will be recovered from the contractor's dues. Any breakage or loss to the equipment or machinery in the scope of contractor will be recovered from the contractor as certified by Engineer-in-Charge.
- (b) In case of any breakdown w.r.t electrical and mechanical work due to negligence of the contractor, he will have to make the installation in perfect running condition at his own cost. For this purpose, the contractor will not be allowed to take more than 12 hours. After expiry of that period the job shall be got done by NIPER at its own cost and at the risk of contractor and same will be recovered from contractor's bill. The decision of the Engineer-in-Charge in the above respects shall be final and binding.
- (c) No installation will be left unmanned under any circumstances. The contractor will be responsible for security, theft, breakage of the machinery/ plant room's equipments/ sub-station equipments/ DG sets room installations. Inventory of the same shall have to be accepted and signed by the contractor.
4. A tentative Schedule of working hours of all the installations covered in this contract shall be prepared as decided by the Engineer-in-Charge and will be followed accordingly. However, changes can be made by the Engineer-in-Charge as on required basis.
5. Maintenance of all DG sets and its repair, repair of underground tubewell pump/ motor are in the scope of NIPER. However operation and general check up shall be taken care of by the Agency. Any damage to the equipment shall be recovered from the contractor.
6. Diesel for the purpose of running of DG set shall be procured by NIPER and supplied to the Agency. The Agency has to maintain the complete record of consumption of diesel by DG sets along with its storage and security and duly accounted for in the log books of DG sets. Records concerning diesel consumption shall be maintained on daily basis. Any pilferage of diesel noticed at any stage will be debited to the contractor account.

7. MAINTENANCE OF RECORDS

The contractor will maintain following records to ensure the smooth operation of services at NIPER site and the cost of which will be inclusive in the contract value.

- a) Log sheet for sub-station/ utility section/ tubewells etc.
- b) Register showing particulars of contractor's staff employed giving their names, designation which needs to be signed by the concerned officer.
- c) Minor furniture and allied items to maintain records.
- d) Log books of diesel storage and consumption records.

The cost of stationary required in respect of above shall be borne by the contractor and at no cost to NIPER.

8. STATIC RUN OF GENERATORS.

The contractor is required to run 160 KVA DG set-01 No, 320 KVA DG set-01 No and 500 KVA – 02 Nos as per requirement to keep the generator set in working conditions to avoid any operational problems.

9. EARTHING

The contractor will have to maintain all earthing installation for their proper value in respect of all electrical installations in the campus.

The installation includes all sub-station equipments (Neutral & body earthing), all type of motors and pumps, residential/ institute light point earthing, cables, lightening arrestors, street light poles earthing, feeder pillars, LT panels, HT installations and other installations. Regular checking of campus earthing must be there. The contractor/ agency is solely responsible if something happens/ any damage occurs due to non functioning of earth system and accordingly agency shall be penalized according to the actual assessed value of damage suffered by the institute in terms of material and labour as approved by the Engineer-in-Charge. The recovery of the damages will be permitted up to a period of one month from the date of notice to the contractor. Failure of the contractor to deposit the recovery amount with NIPER will lead to cancellation of the contract & forfeiture of Security Deposits.

10. The cost of repairs/ rectifications necessitated due to negligence of operator shall be recovered from the contractor as per assessment made by the accepting officer, if the contractor fails to repair the installation within the time given to him. The same will be got repaired from the agency at its risk and cost. The decision of accepting officer in this regard shall be final and binding on the contractor.

11. The persons employed for operation etc. shall be qualified and experienced in the trade for which they have been employed. The contractor shall produce certificates of qualification which may be relaxed in case of candidate having adequate knowledge & exposure of the concerned field. The concerned officer reserves the right to reject the employment of any person on whatsoever reason and the contractor shall cease employment of such persons(s) forthwith

and suitable replacements to be provided immediately. No claim, whatsoever, shall be entertained on this account.

12. The persons employed on operation of installation shall limit their movements for the particular installation and shall not trespass the surrounding area.
13. The persons employed on operation of installation shall have thorough knowledge of safety precautions during emergency cases and must also be well conversant with Indian Electricity Rules/ Regulations and Indian Factory Act rules etc. as applicable on installation which fall under the purview of the contract.
14. The contractor shall display necessary notice board indicating all precautionary measures to be taken by manning/ operating staff.
15. The tenderer before quoting his rates is required to visit the site/ installation with prior appointment with concerned department. He will quote his rates taking into consideration all such factors i.e. labour, general maintenance tools, materials, transport facilities, and other contingencies etc. No claim whatsoever on any account will be entertained later on whether the tenderer has visit the installation or not.
16. Daily Log sheet shall be provided by the contractor for sub-station/ utility section installation/ contractor's supervisor and Engineer-in-Charge or his representative.
17. Manpower required for additional functions like seminars in off hour/ holiday/ emergency breakdown shall be paid separately through separate bills raised by agency as per overtime rates quoted by the agency.
18. The contractor is required to visit the site personally on any working day to check the equipment installed in sub station and utility area and other installation and access the requirement as per site conditions.

(Signatures of the Tenderer)

Appendix-A

Electrical Works/ General Maintenance of Electrical Installation

Operation and Maintenance (Routine/ Preventive/ breakdown) of all type of electrical installation/ work/ general electricity work/ HT switchboard panels/ LT panels/ capacitor panel/ DG set panels/ Transformers at mains (in continuous shift of eight hours) including recording readings of different HT panels and diary in the log sheet provided by the contractor. Note: In case, shutdown for any period of duration is required during working hours or breakdown due to failure of electricity or any other major fault the same shall also be recorded in the log sheet, stating timing of shut down period and its lifting timings. Shut down/ breakdown period shall be got checked by representative of the Institute.

- (A) Operation of DG Set 160 KVA, DG Set 320 KVA , DG Set 500 KVA – 02 Nos in case of power failure from electricity board side. (b) HT/ LT control panel in three continuous shift of 8 hours each including recording voltage and amperage, fuel consumed, hours run etc of the DG sets. Breakdown/ Low Voltage of electric supply received from Electricity Board shall also be recorded all as directed by the AE (E). Diesel will be issued by NIPER and duly accounted for in the log book).
- (B) Regular maintenance/ preventive maintenance of external electric HT/LT overhead lines and internal electrification of domestic area and various labs, Hostels other buildings in the campus in 01 shift (General shift) comprising of replacement (labour charges only) of defective components, fittings and fixtures including depositing damaged parts in the store yard as directed by the Assistant Engineer (E).
- (C) **External Electrification (Labour works)**
- (i) Replacement of fuses/ switch fuse units/ MCCB/MCB on poles/ LT panels/ feeder pillars.
 - (ii) Replacement of un-serviceable insulators of any type.
 - (iii) Repairs/ replacement of earth wire.
 - (iv) Repairs/replacement of aluminum conductors and jumpers of any size.
 - (v) Replacement of defective street lights, fitting tube light rods, chokes, starters, lamp electric, service connection, cable connection, and overhead lines and main switches, LT panel switches.
 - (vi) Fault finding in underground cable, excavation work required and installation of cable jointing kit.

(D) Internal Electrification (Labour works)

- (i) Repair to internal wiring of any type.
- (ii) Repair/ replacement of switches, sockets, lamp holders, main switches, MCB's, MCCB cut out, street light lamps/ chokes/ all type of starters in LT panel etc.
- (iii) Maintenance of complete electric system including all type of electrical panels and other electrical system.

(E) ELECTRICAL INSTALLATIONS

S. No.	Description of Installation	Units
1.	HT (OCB)	4+1
2.	DG Sets :- (i) 160 KVA (ii) 320 KVA (iii) 500 KVA Make - Cummins	01 01 02
3.	Transformer 800 KVA (Crompton Greaves)/ 1250 KVA	02
4.	HT/ OH lines	200 Meters (approx)
5.	Electric Panel Boxes	25 Nos
6.	Underground cable of different sizes	8000 Meters (approx)
7.	LT (ACB)	12 Nos.
8.	Feeder Pillar	28 Nos.
9.	External Electrification	1 lot.
10.	Internal Electrification (All buildings in NIPER campus)	Lot.
11.	Telephonic & Telecommunication work	Lot.
12.	Street light poles	220 Nos.

(Signatures of the Tenderer)

LIST OF MINIMUM TECHNICAL REQUIREMENT OF MANPOWER FOR ELECTRICAL SERVICES

S. No.	Category of Staff	No of persons	Category	Shift	Qualification and experience
1.	Technical Supervisor (Electrical)	01	Highly Skilled	G	Diploma in Engineering with 6-8 years of experience. Physical & medical fitness is essential.
2.	Electrician	02	Skilled	G	ITI in the trade of Electrician with 3-5 years of experience. Physical & medical fitness is essential.
3.	Electrician (for residential/ Hostels)	01	Skilled	G	ITI in the trade of Electrician with 3-5 years of experience. Physical & medical fitness is essential.
4.	Electrician	3+1=4	Skilled	G	ITI in the trade of Electrician with 3-5 years of experience. Physical & medical fitness is essential.
5.	Electrician Helper	02	Un-skilled	S	Passed VIII standard and having knowledge of electrical work. Physical & medical fitness is essential.
6.	Electrician Helper	3+1=4	Un-skilled	S	Passed VIII standard and having knowledge of electrical work. Physical & medical fitness is essential.
7.	Telecom Mechanic	01	Skilled	G	ITI in the trade of Electrician/ Telecommunication with 3-5 years experience. Physical & medical fitness is essential.
8.	Telecom helper	01	Semi-skilled	G	Passed VIII standard and having knowledge of telephone and audio/video works. Physical & medical fitness is essential.
	Total	16			

Note :-

1. All the above category of manpower shall report to Engineer-in-Charge).
2. Telecom workers shall have to report through Sub-overseer (Electronics & Tele).
3. Agency shall have to submit all documents related to educational qualification and experience to NIPER after the award of tender on demand.

(Signatures of the Tenderer)

Appendix-B

Mechanical Utility Works under Scope of Contractor

1. In Utility Section

A. Operation and Maintenance (routine/Preventive/break down) of industrial centralized air compressor, DM and soft water plants, industrial vacuum pumps and their distribution the pipe line network to all the labs. Proper storage of resins, chemicals required for charging of DM and soft water plant from time to time to maintain to consistent quality of the treated waters. Operation and maintenance of pumping system and storage of treated water. Monitoring of instruments required for checking the final values of various utilities. Maintaining record of all the utility services including shut downs, distributions, usage and break downs.

B. Maintenance related to various machinery/ equipment in labs including welding jobs, minor fabrications, fluid pressure testing of pipe lines etc.

2. In Teaching and Research Blocks

Maintenance of Mechanical equipments related to pharma utility services in labs such as air, vacuum, soft water, DM water, drain connection, lab taps, support for pharma equipment installations, frame work for air cylinder supports, air blower units of fuming heads duct repairs, lift repair, potable compressor, steam supply and repair of boilers, auto claves, refrigerators ions units, repair of potable vacuum pumps upto 1 HP, drilling milling and turning works for machinery duct modification for hoods.

3. In Auditorium, Guest House, Pump House, Hostels, Residential Buildings, Secretariat Buildings etc.

Maintenance of centrifugal pumps, filtration units, water supply to coolers, pipelines works, flexible tubing connections, air coolers, grass replacement, cooler pumps, repair of auditorium curtain machinery. M.S angle/ section frame work supply and drain line connection, fixing of boards during seminars. Pumping system including submersible pump motor sets and electrical panels, Electrical backup for fire safety, maintenance of water supply to cooling towers including ball cocks, fins replacement ,pipeline connections etc. Maintenance of documentation of the jobs, consumption of materials, etc as required from time to time.

(Signatures of the Tenderer)

MECHANICAL/ UTILITY MACHINERY at NIPER, SAS Nagar

A). Maintenance shall include machining/fitting/electrical connection works involved to bring the equipment back to proper working condition/performance and the same shall be in the scope of Contractor.

S. No.	Description of Installation	Units
1.	<p>I. Air Compressor.</p> <p>(A) Air compressor 480 liters capacity reciprocating V cylinder working pressure 10.6 kg/cm. Make- Khosla (Model ECT-20) with 3 phase 5 HP motor. (repair with spares).</p> <p>(B) Air compressor V type reciprocating capacity 250 litres 2 stage with 3 phase 5 HP motor.</p> <p>(C) Air compressor 150 liters capacity single cylinder, single stage, 3 HP, 3 phase motor.</p> <p>(D) Air compressor capacity 150 liters, double stages with refrigeration system. Make – Atlas copco.</p> <p>a. Air compressor cap 500 liters reciprocating 3 stage cylinder working pressure 10 kg/cm² Make- ELGI 3 phase 10 HP motor. (repair with spares).</p> <p>(E) Portable air compressor cap from ¼ hp to 1hp</p>	<p>03 Nos.</p> <p>01 No.</p> <p>01 No.</p> <p>01 No.</p> <p>01 No</p> <p>06 Nos</p>
2.	<p>II. Vacuum</p> <p>1. Liquid ring vacuum pump 3 Phase 20 HP.</p> <p>a. Double stage.</p> <p>b. Single stage.</p> <p>2. Portable vacuum pumps.</p> <p>1. ¼ HP.</p> <p>2. ½ HP.</p>	<p>03 Nos</p> <p>01No.</p> <p>05 Nos.</p> <p>05 Nos.</p>
3.	<p>III. Water Treatment Plant</p> <p>b. De-mineralized water plant including CATION, ANION & MIXED Bed capacity 9-m³/ regeneration (repair with spares except chemicals).</p> <p>c. Soft water plant including filtration unit and softener unit capacity. 12-m³/ re-generation. (repair with spares except chemicals).</p> <p>d. Storage tank for DM and soft water plant capacity 5000 liters.</p> <p>e. Centrifugal distribution pump.</p> <p>i. 3 Phase 1 HP.</p> <p>ii. 3 Phase 2 HP.</p> <p>f. Air Blowers cap 0.3 bar , motor 10 HP (ETP).</p>	<p>01 Set</p> <p>01 Set</p> <p>04 Nos.</p> <p>04 Nos.</p> <p>02 Nos.</p> <p>02 Nos</p>

4.	IV. Teaching & Research Blocks 1) Supply pipe lines layout, maintenance of vacuum, compressed air, DM soft water, drain etc. (dia ½" to 4") MS, SS, HDPE, GI, PP etc. materials. 2) Fuming hood chamber 5' x 3' x 8' with exhaust units complete, 3 HP, motor & impeller assemblies.	1300 Meters each 54 Nos.
5.	Centrifugal pump with motors. a. 5 HP. b. 30 HP.	02 Nos. 04 Nos.
6.	Pharmaceutical Machinery & equipment (repair with spares) a. Hydrogenation unit. b. Autoclave. c. Refrigeration units. d. Punching/ coating machine. e. Portable vacuum/ air.	02 Nos. 02 Nos. 20 Nos. 02 Nos. 05 Nos.
7.	Mechanical Machinery (repair with spares) a. Drill machines (stand type). b. Grinders (Bench type). c. Machining of components/ minor modification of existing equipments. d. Arc welding machines & accessories. i. 200 Amp. ii. 400 Amp.	01 No. 01 No. 01 No. 01 No.
8.	Lab taps swan neck (3 way/ 2 way type including connections of size ½". (repair with spares)	200 Nos.

B). Maintenance of Machinery /equipments that include spares, machining ,fittings, copper rewinding (as applicable to motors) as required to bring the equipments/ machinery back to required level of performance .

1.	Cooling towers upto 100 TR including repair/replacement of PVC fins, impeller /fans, repair of pipeline ,valves , FRP body , epoxy painting, rewinding of motors site requirement	02 Nos
2.	Submersible Pumps sets with motors. (Repair of pumps with spares and rewinding of motors, lifting , downloading/Lowering of Submersible pump sets from/into the Bore including Pipeline repair etc) a. 45 HP. b. 35 HP. c. 15 HP. d. 10 HP. Note : At present 2nos submersible pumps(borewells) are in working condition . It shall be the sole responsibility of the agency to keep all sets in working order including standby so that regular water supply to the institute is not affected.	02 Nos. 02 Nos. 01 No. 01 No.

LIST OF MINIMUM TECHNICAL REQUIREMENT OF MANPOWER FOR MECHANICAL UTILITY SERVICES

S. No.	Category of Staff	No of persons	Category	Shift	Qualification and experience
1.	Technical Supervisor (Mechanical)	01	Highly Skilled	G	Diploma/ITI in Mech/ Refg Engg with 6-8 years hands on experience in maintenance of mechanical machinery/equipments in industry /institutes and controlling/supervising manpower. Physical and medical health fitness is essential.
2.	Utility Operator	01	Skilled	G/S	ITI in Mech/Ref Engg. having 5 years experience in treated water distribution pump, DM/ soft water vacuum pump, air compressor, refrigeration equipments and other mechanical job/machinery. Physical and medical health fitness is essential.
3.	Utility Helper	01	Un-skilled	G	Passed VIII standard and having knowledge of Mechanical work treated water works etc. Worker should capable to do lifting/ shifting and digging works Physical and medical health fitness is essential.
4.	Welder	01	Skilled	G	ITI in the trade of welding/ mill wright with 5-7 years experience of arc, gas welding operations, sheet metal works, bending works, metal cutting and sizing etc. Worker with sound knowledge of welding works and hand on experience is must Physical and medical health fitness is essential.
5.	Fitter/ Mechanic	02	Skilled	G/S	ITI in the trade of Fitter with 3-5 years experience in industrial/ portable vacuum pump, air compressor, centrifugal pumps/ bearing fittings/ shaft alignments/ tank connections and pipe line fittings, pressure line leakage rectification layout etc. Physical and medical health fitness is essential.
6.	Fitter/ Welder helper	02	Un-skilled	G/S	Passed VIII standard and having knowledge of Mechanical work and experience of lifting/ shifting/ digging work. Physical and medical health fitness is essential.
	Total	08			

Note :-

- All the above category of manpower shall report to Engineer-in-Charge (Mech).
- Agency shall have to submit all documents related to educational qualification and experience to NIPER after the award of tender on demand.

(Signatures of the Tenderer)

**SCOPE OF SERVICES CHARGES
(For the purpose of quoting by Agency in Price Bid)**

Apart from the Technical services as per given scope of work mentioned in tender documents for Electrical and Mechanical services, the contractor shall have to undertake various job related responsibilities to provide smooth, safe, trouble free, duly **compliant** with statutory regulations. The agency should be equipped with basic communication and man power movement facilities within the campus to avoid delays in the execution of various jobs. These services will include the following :-

Handing Over/ Taking Over of Assets.

- (a) Complete substation I and II, Utility section and pump house shall be handed over to the agency comprising of DG sets, transformers, oil circuit breaker, HT panels, LT panels and related accessories, compressors, vacuum pumps, DM and soft water plant, centrifugal pumps etc. Care taking of all the equipments installed in the substation, utility section and pump house shall be the responsibility of the agency. If any thing found to be missing at any stage during the period of contract, NIPER shall recover the complete amount from the agency as decided by the department.
- (b) The work under the contract comprising of regular operational and maintenance including preventive maintenance of all type of external **and** internal electrical system (comprising of electrical fixtures, wiring, cabling, DB's and LT panels along with related accessories as per detail mentioned in scope of work.

Tools and Tackles

All type of tools and tackles required for maintenance and repair work shall be in the scope of the Agency. All tools and tackles should be of good quality and safe in working. **Service Charges to be quoted by agency are inclusive of cost of tools and tackles as per attached list.**

Pilferage

- (a) Diesel of running of DG sets shall be procured by NIPER. The agency has to maintain the complete record of its consumption along with its storage and security and duly accounted for in the Log Books of DG Sets. Any pilferage of diesel noticed at any stage will be debited to the Agency's account.
- (b) Spare parts/ consumable issued from stores/ procured from market shall be provided by NIPER to the Agency. Record keeping of same is to be maintained by the agency. Any pilferage noticed on this account shall be recovered from the Agency.
- (c) The cost of repair/ rectification necessitated due to negligence of operator shall be recovered from contractor as per assessment made by the department. If the

Agency fails to repair the same within the given time, the same shall be repaired from the other Agency at **its** risk and cost.

Hiring of Professional Manpower

Any additional manpower or tools required to attend any emergent maintenance will be in the scope of contractor and is supposed to be mentioned in the service charge. The agency may have to hire professional manpower from out side for carrying out the following jobs. **All expenses involved shall be the part of service charges to be quoted by the Agency.**

- a) Charges for excavation and back filling of earth including road cutting etc if required to be carried out for finding fault. Any underground services for electric, utility is assumed to have been included in service charges and nothing extra on this account will be payable by NIPER.
- b) Fixing of cable jointing kits of HT, 11 KV cables of sizes 3 x 70 sqmm to 3 x 185 sqmm.
- c) Repair of HT lines 11 KV/ OCB's 11 KV/ relays and any 11 KV HT work.
- d) Repair of pumps/ compressor w.r.t matching work like shaft machining/ boring/ making bearing sizes and alignment etc.

The contractor's man power will have to complete the critical breakdowns/ jobs of emergency nature of that particular day even after shift duty hours, if required. **Amount of the same may be including in service charges being quoted by him.**

(Signatures of the Tenderer)

LIST OF TOOLS AND TACKLES

General tools and tackles to be provided by the Agency for carrying out operation and maintenance services as per site requirement within the contract period.

S. No.	Description of tool/ tackles	Qty
1.	Drill machine hammer type dia 25mm	02 Nos.
2.	Drill machine hamper type dia 13mm	02 Nos.
3.	Crimping tool (Hydraulic) upto cable 400 sqmm	01 No.
4.	Crimping tool (Normal) upto cable 120 sqmm	01 No.
5.	Magger 2500 V	01 No.
6.	Magger 1000 V	01 No.
7.	Tong tester	02 Nos.
8.	Multimeter (Analog type)	01 No.
9.	Multimeter (Digital type) matwane	01 No.
10.	Earth tester 0-10 V	01 No.
11.	Welding set (Portable type) 150 Amps with accessories	01 No.
12.	Hand grinder dia 110mm	02 Nos.
13.	Metal cutter	01 No.
14.	Plier size 6"	20 Nos.
15.	Screw driver set	20 Nos.
16.	Tester	16 Nos.
17.	Pendent holder with bulb	14 Nos.
18.	Goti set upto 32 mm	02 Sets
19.	Ring spanner 6 to 32 mm	02 Sets
20.	Flat spanners 6mm to 32mm	02 Sets.
21.	Flat file 200mm	06 Nos.
22.	Flat file 450mm	02 Nos.
23.	Triangular file 150mm	04 Nos.
24.	Pump plier with plastic handle cover	06 Nos.
25.	Hammer 10 kgs	01 No.
26.	Hammer 5 kgs.	02 Nos.
27.	Pipe wrench 12"	02 Nos.
28.	Pipe wrench 14"	02 Nos.
29.	Pipe wrench 18"	02 Nos.
30.	Slide wrench 6"	04 Nos.
31.	Slide wrench 10"	02 Nos.
32.	Screw driver 6"	16 Nos
33.	Gaintee	02 Nos.
34.	Kassi	04 Nos.
35.	Rassi 1 : dia (20 meters)	01 Set
36.	Pipe die set upto 1"	01 Set
37.	Pipe die set upto 1"	01 Set
38.	Bearing puller up 12"	02 Sets
39.	Allen Key set	04 Nos.
40.	Trolley of size 5'x 2'with 03/04 wheels	01 No.
41.	Pipe cutter machine dia 12" grinding wheel cutter	01 No.
42.	Pipe vice 6"	01 No.

Note :- Any other tools & tackles required to carry out maintenance job at site is in the scope of contractor and the same has to be provided immediately by the contractor to avoid delay in completion of assigned work at NIPER site.

Conditions applicable to agency for the workers deployed at NIPER site.

1. Conveyance to workers :

The agency shall provide the vehicles for the workers under the supervision of their respective supervisors (electrical & mechanical). Following shall be the type of conveyance required to carry out various official works under the contract at NIPER site as per the directions of Engineer-in-Charge (electrical/mechanical).

(A) Rehri - 2 Nos. (for carriage of spares/machinery etc. within the campus as per requirement of the maintenance .

(B) Two wheelers – 2 Nos (for workers to visit sites of maintenance within the NIPER campus & from nearby market upto 20km. radius. All statutory requirements concerning Agency's vehicle including theft, accidental reasons shall be the sole responsibility of the Agency being proprietor of the same . No fuel shall be provided by NIPER for these two wheelers.

The agency shall be responsible for reimbursement for fuel/repair charges as applicable to the Supervisor in case of using his/their own personal vehicles subject to non availability of Agency's vehicle. In case of any complaint from the workers to NIPER authorities with respect to non payable of conveyance charges while carrying out assigned official duties, the expenses incurred by the worker shall be calculated by engineer in charge, NIPER & the same shall be deducted by Engineer-in-Charge from contractors monthly bills/security deposit.

2. Communication :

The agency shall provide 2 nos mobile phones complete with SIMs in working order to its site supervisors for better communication and saving time for the execution of jobs assigned . Charges as applicable shall be in the scope of Agency.

3. Off days/Holidays :

Under normal circumstances, Sundays will be kept as off days for General shift workers until unless specified for change by Engineer-in-Charge, NIPER. Shift duty workers shall get one weekly off as per rotation in a week. Total 8 holidays per year which include 03 nos National Holidays, shall be applicable to outsourced workers until unless specified for any change by Engineer-in-Charge, NIPER. List of holidays shall be specified by NIPER from time to time.

4. Absence from duty : The contractor shall be responsible for the attendance of his staff in the institute. In case existing employed worker remains absent /on leave for the period of more than 3 days, in lieu ,the agency shall have to arrange suitable substitute worker, the wages of the off duty person shall be credited to the person who performs duty on his behalf .

5. Tools, tackles & maintenance machinery to workers :

The contractor has to provide necessary tools which include maintenance tools , cutting tools, portable /non-portable maintenance machinery as reqd. to carry out maintenance works by the workers. The contractor shall have to keep

sufficient stock of all the maintenance equipments for each and every worker as required. Failure of the agency to provide the reqd. tools, tackles and machinery which may hamper the services to the institute, shall invite necessary action deemed fit by Engineer-in-Charge. The NIPER shall under these circumstances purchase the new tools / tackles / maintenance machinery from the market and the cost incurred shall be deducted as per the approval of Engineer-in-Charge from the monthly AMC service bills/security deposit of the contractor with NIPER. The contractor shall have to comply with the directions of Engineer-in-Charge with respect to loss suffered by NIPER on account of lack of services due to non availability of proper tools /tackles & maintenance machinery. NIPER authorities shall have the liberty to inspect anytime the availability of reqd. tools at NIPER site & penalize the contractor as deemed fit.

6. Medical facility to workers :

Providing medical facility of any form shall be the sole responsibility of the contractor . The contractor must provide a first aid box at NIPER site for its workers. The contractor shall also keep local hospital contacts in case of any medical emergencies to workers. Emergency funds should also be kept by contractor which can be made available to meet such emergencies.

7. Obligations for Workmen :

The tenderer must have a valid license throughout the period of contract from the licensing authority under the Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or any other Act for the purpose of entering into / or execution of the contract awarded shall be carried out by the Tenderer at his own expenses etc, and the Tenderer shall report the compliance thereof to the Engineer-in-Charge. The Tenderer shall solely be liable for violation of any provisions of the said Act or any other Act. Otherwise agency will submit affidavit duly attested by the Notary that the registration/license are not applicable to him. In case any discrepancies at a later stage the agency will be fully liable to the liabilities if any.

The Tenderer must also have valid EPF Code No, ESI Code No. and Service Tax Code No. throughout the period of contract. He will be responsible to deposit EPF, ESI, Service Tax etc. with the respective govt departments in respect of the person employed by them for every month. The NIPER will not be responsible for any liability on this account whatsoever. The Tenderer shall ensure regular health checkup of his Contract Employees and compliance of provisions of Minimum Wages Act or any related law on the said issue. Otherwise agency will submit affidavit duly attested by the Notary that the registration/licence are not applicable to him. In case any discrepancies at a later stage the agency will be fully liable to the liabilities if any.

- i) The Tenderer shall give an undertaking to the effect in the form of an Affidavit on non-judicial stamp paper of Rs. 10/- duly attested by the Notary Public/ Ist Class Magistrate and the same shall be part of the department. * "That we M/S _____
_____ with their registered office at shall deposit all the

contributions like PF, ESI, EDLI and Service Tax etc. with the appropriate authorities regularly and that we, M/S _____ with their registered office at _____ shall be responsible for implementation of provisions of Labour Law and rules as made applicable by the appropriate Govt. in respect of contract worker for which the contract has been awarded”.

* “Further, we M/S _____ shall deposit employers and employees contributions towards EPF, ESI, EDLI and Service Tax by the due dates and supply the quarterly return of his contribution towards EPF, ESI, and Service Tax to the concerned D.D.O/ Executive Engineer failing which further payment shall be with held.

In the event of any penalty imposed by the concerned Department due to delay in deposit, the same shall be paid by the tenderer. Further, ESI code in respect of each such Contract employee will be required to be submitted to the Department for onward transmission to the ESI Department as per standing requirement.

The disbursement of wages to its Contract workers shall be made by cheque/ RTGS by the Tenderer in the respective outlets by 7th of every month. It may be ensured that the wages should be directly deposited every month in the form of cheque/ on line deposit in the saving account of each workers in hired bank located in Mohali. Preference should be given that saving account of all workers is in single bank to ease the transaction. This obligation is imposed to ensure that the tenderer is fulfilling its commitment towards its employees so deployed under various Labour Laws having regard to the duties of the Department in this respect as per the provisions of the Contract Labour (Regulations & Abolition) Act 1970.

8. **Loss of Property/ Life of Workers.** In case of any mis-happening/ loss of life, the Agency has to bear all the claim and responsibility etc and the NIPER will not be responsible for any kind of compensation payment to workers or contractor under these circumstances.
9. The contractor manpower may have to work extra for two hours in addition to normal working hours, if required for emergency works at site. The payment for additional hours of workers shall be inclusive in the service charges to be quoted by contractor .

S-For shift duty around the clock operation i.e. 24 hours a day (8 hour shift).

G-General Shift.

Signatures of the Tenderer

PRICE BID

ANNUAL OPERATION AND MAINTENANCE OF ELECTRICAL AND MECHANICAL UTILITY SERVICES AT NIPER, SECTOR-67, S.A.S NAGAR

S. No.	Description of Works	Estimated cost of wage Bill Electrical and Mechanical Utility Services (Srl No. 01 and 02) (Rs. in Lacs)	Unit	Service Charges to be quoted by Agency on wage bill for Technical Services in percentage. (in %age).
1	<p>ELECTRICAL SERVICES :</p> <p>Operation and Maintenance (Routine/ Preventive/ break down) of all type of electrical installation/ work/ general electricity work/ HT switch boards/ Transformers panels at main take over point (in continuous shift of eight hours) including recording readings of different HT panels, daily in log sheet provided by the contractor. Note : In case, shut down for any period of duration is required during working hours or breakdown due to failure of electricity or any other major fault the same shall also be recorded in the log sheet, stating timing of shut down period and its lifting timings. Shut down/ breakdown period shall be got checked by representative of the Institute and as per details given in detailed technical conditions.</p> <p>(A) Operation of DG Set 160 KVA, DG Set 320 KVA and DG Sets 500 KVA-02 Nos (b) HT/ LT Control Panel in three continuous shifts of 8 hours each including recording voltage and amperage, fuel consumed, hours run etc of the DG Sets. Breakdown/ Low voltage of electric supply received from Electricity Board shall also be recorded. (Diesel will be issued by issued by NIPER and duly accounted for in the Log Book.</p> <p>(B) Regular maintenance f external electric HT/LT overhead lines and internal electrification of domestic area and various labs, Hostels and other buildings in the campus comprising of replacement of defective components as per detailed Technical conditions.</p> <p>(a) External Electrifications</p> <p>(i) Replacement of fuses on Poles/ LT/ Feeder pillars.</p> <p>(ii) Replacement of unserviceable insulators any type.</p> <p>(iii) Repairs/replacement of earth wire.</p> <p>(iv) Repair/Replacement of aluminium conductors and jumpers any size.</p>			

S. No.	Description of Works	Estimated cost of wage Bill Electrical and Mechanical Utility Services(Srl No. 01 and 02) (Rs.in Lacs)	Unit	Service Charges to be quoted by Agency on wage bill for Technical Services in percentage. (in %age).
2.	<p>(v) Replacement of defective (Street lights), fitting tube light rods, chokes, starters, lamp electric, service connections cable connections, overhead lines, main switches and LT panel switches.</p> <p>(b) Internal Electrification</p> <p>(i) Repair to internal wiring any type.</p> <p>(ii) Repairs/ Replacement of switches, sockets, lamp holders, main switches, MCBs/ MCCB</p> <p>(iii) Maintenance of complete Electrical system with all panels.</p> <p>MECHANICAL UTILITY SERVICES :</p> <p>(A) Operation & Maintenance (routine/ preventive/ break down) of Mechanical Utility installation & services comprising centralized compressed air, vacuum, DM/ Soft water to respective labs in teaching & research blocks.</p> <p>(B) Maintenance/repair of pumping systems, blower units, complete with flanged connections, NRVs strainers, foot valves, coupling alignments, Piping & wiring etc including regular check ups.</p> <p>(C) Arc/ Gas/ Argon-SS/Plastic fusion welding jobs for carry out maintenance jobs related to supply of lab utilities to labs including minor fabrications for maintenance of respective machinery at site.</p> <p>(D) Maintenance of MS/SS/HDPE/Composite pipes and their supports including bend connections, Tee & Flanged joints, cleaning & painting etc. in all trenches and labs.</p> <p>(E) Maintenance of high pressure (upto 350 psi) SS tubing connections, fittings for gas distribution including controllers/ regulators/ press machines/ coating machine & mechanical control instruments.</p> <p>(F) Maintenance of Pharma Machinery & Related Mechanical Instruments in labs.</p> <p>(G) Loading/ Un-loading and shifting of material/ machinery related to maintenance within the campus as required at site.</p> <p>H).Rewinding and repair of submersible pumps and motors sets including lifting /lowering from borewell and transportation within 24 hours to site of repair are in scope of agency.</p> <p>i) 45 HP -2nos</p> <p>ii) 35 HP- 2nos</p> <p>(I) Record keeping related to jobs, consumption of materials, return of damaged material to stores , operation run of machineries at site etc</p>			

S. No.	Description of Works	Estimated cost of wage Bill Electrical and Mechanical Utility Services (Srl No. 01 and 02) (Rs.in Lacs)	Unit	Service Charges to be quoted by Agency on wage bill for Technical Services in percentage. (in %age).	Amount (In Rs.)
		39.20 Lacs Per Annum		(Rates to be quoted w.r.t Electrical services and Mechanical Utility Services as per Appendix A and B including scope of services charges mentioned as per Annexure-C of the Tender Documents).	N.A.
		Rs. 3.27 Lacs Per Month	Per month	*.....% (percentage per month) in figure *.....% (percentage per month) in words) (in Figures) (In Words)
				Total (in Figures) (In Words)

Present rates of Taxes/cess applicable (To be mentioned by Agency)

Service Tax : _____ %
Swatch Bharat cess : _____ %
Krishi Kalyan cess : _____ %
Any other statutory requirement : _____ %

Note :

* Service Charges in percentage as quoted by the Agency per Month will remain same per month and per annum .

* The L-1 shall be decided as per the SERVICE CHARGES quoted by the Agency.

1. All statutory taxes such as Service Tax/Cesses etc. required to provide services to NIPER shall be treated/payable extra applicable from time to time as per govt norms. Value of statutory taxes shall not be the basis for deciding lowest binder (L-1).

Signature of the Tenderer

1). **The service charges** will include the cost of all the service inputs for operation and maintenance services at site such as contractor profit, machinery for maintenance, tools and tackles, spares cost on equipments, overheads, overtime to workers, Bonus as applicable to workers, conveyance /communication charges, site records, hiring of additional market services etc. as per Annexure-C.

The following jobs are also included in the scope of Agency and Agency will have to hire professional manpower from market/outside for the carrying out the jobs.

1. Excavation and back filling of earth as per specifications including road cutting etc is required to be carried out for finding fault in electrical cables of sizes 3 phase 35 sqmm to 3 phase 400 sqmm laid throughout the campus as per requirement.
2. Excavation and back filling of earth as per specification including road cutting etc required to be carried out for finding fault in telephone cables as per requirement.
3. Fixing of cable jointing kits of LT armoured/ un-armoured cables of sizes 3.5x35 sqmm to 3.5 x400 sqmm.
4. Fixing of cable jointing kits of HT, 11 KV cables of sizes 3x70 sqmm to 3 x 185mm.
5. Repair of HT lines 11 KV/ OCB's 11 KV/ relays and any 11 KV HT work.
6. Repair of pumps/ compressors/motors w.r.t machining work like shaft machining/ boring/ making bearing sizes and alignment etc.
7. Loading, un-loading and shifting of equipments/ materials w.r.t maintenance as required by institute .

The following Terms and Conditions regarding workers are mandatory and for necessary compliance by the agency.

1. The agency shall submit the bill for the service rendered by them for every month after fulfilling the following conditions.
2. Submission of documentary evidence in respect of payment of wages applicable to the workers and subsequent deposit of EPF dues of workers (employee and employer's share), ESI deposits, proof of deposit of service tax of previous month.
3. Payment to the agency for each running bill including first running bill shall be released only after submission of above documents.
4. The contractor manpower may have to work extra for two hours in addition to normal working hours, if required for emergency works at site .The payment for additional hours of workers shall be inclusive in the service charges to be quoted by contractor .

S-For shift duty around the clock operation i.e. 24 hours a day (8 hour shift).

G-General Shift.

**Signature of the Tenderer
(Stamp & Date)**

Name : _____

Address : _____

MANDATORY CHECK-LIST

S.No		YES/NO	Page No.	Remarks (If any)
1.	PAN No and Service Tax No. (Documentary evidence to be attached)			
2.	Documentary evidence of registration with EPF and ESI authorities			
3.	Average annual financial turnover of immediate last year should be at least Rs. 40.00 lacs (Please attach copies of Profit and Loss Accounts & Balance sheets)			
4.	Should not have incurred loss in more than 2 years during the last 5 years ending 31 st March of previous financial year. (Please attach copies of the Profit & Loss Account & Balance Sheet)			
5.	Submission of documentary evidence certifying successful completion of similar works in a Govt. deptt./Govt organization /autonomous institutes undertaking during last 7 years, ending last day of month previous to the one in which tenders are invited either of the following: I. Three similar Completed works costing not less than the amount equal to Rs. 16.00 lacs. or II. Two similar completed works costing not less than the amount equal to Rs. 24.00 lacs. or III. One similar completed work costing not less than the amount equal to Rs. 40.00 lacs. Similar nature of works means Annual Operation & Maintenance contract for Electrical & Mechanical Utility Services works in any Govt. Organisation/ Public Sector Undertaking/Reputed Corporate Sector			
6.	The Agency should have office/ sub office with relevant maintenance workshop in tri-city (Chandigarh/ S.A.S Nagar/ Panchkula) and proof of same need to be attached			
7.	EMD and Tender Fee			

Note: The information required at serial no. 1 to 7 must be accompanied with the certified copies of the documents, and attached as per the serial number failing which the tender is liable to be rejected. All pages of tender documents & supporting documents must be duly signed by the tenderer.

Bidder(s) / Authorized Signatory

