

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

**3. Name of Work : OPERATION AND MAINTENANCE(CMC&AMC) OF CENTRAL
AIR CONDITIONING PLANT AND OTHER AIR CONDITIONING
EQUIPMENTS AT NIPER,S.A.S NAGAR**

INDEX

TECHNICAL BID

Sr No.	Description	Reference	Pages	
			From	To
1.	Index	-	01	01
3.	Tender Notice ,Eligibility Criteria with Terms & Conditions	Appendix-1	02	03
4.	Instructions to Tenderer and Conditions for submission of Tender	Appendix-2	04	04
5.	Memorandum	Appendix-3	05	05
6.	Tender	Appendix-4	06	06
7.	Performa for PBG	Appendix-5	07	08
8.	Undertaking	Appendix-6	09	09
9.	General Terms and Conditions of Contract	Appendix-7	10	19
10.	Scope of Work	Appendix-8	20	26
11.	Terms & Conditions to be read with Scope of Work	Appendix-9	27	30
12.	List of Air Conditioning Equipment & related accessories (under CMC/AMC)	Appendix-10	31	32
13.	Special Conditions	Appendix-11	33	36
14.	Conditions applicable to Agency w.r.t workers	Appendix-12	37	38
15.	PRICE BID Part - A (Services) and Part - B (Manpower for Operation & Maintenance)	Appendix-13	39	42
16	Mandatory Check-list		43	43

NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION & RESEARCH

SECTOR-67, SAS NAGAR -160062

TENDER NOTICE

OPERATION AND MAINTENANCE CONTRACT OF CENTRAL AIR CONDITIONING PLANT AND OTHER AIR CONDITIONING EQUIPMENTS

AT NIPER, S.A.S. NAGAR

Sealed tenders **in Two Bid system (Technical Bid and Price Bid)** are invited on behalf of the Director, NIPER from the agencies who are experienced in the execution of Operation and Maintenance of Central Air-Conditioning Plants and other Air Conditioning equipments in CPWD/ State PWD/ Public Sector Undertakings/ MES/ Railways or other Govt. Organizations/ reputed corporate sectors.

Sr. No	Name of work	Estimated Cost (Rs)	Cost of Tender document (Rs.)	EMD (Rs)	Date of availability of Tender Document on NIPER Web Site	Last date and time of receipt of tender bids	Time and date of opening of Technical bid
1.	Annual Operation and Maintenance (CMC & AMC) of Central Air-Conditioning Plants and other allied Air Conditioning equipments at NIPER, S.A.S Nagar.	28.84 lacs	500/-	57680/-	17.05.17	14.06.17 upto 3.00 pm	14.06.17 at 3.30 pm

Eligibility Criteria and Terms & conditions for submission of tender bids :

1. EMD as mentioned above (to be submitted in a separate envelope) along with eligibility criteria documents and Technical bid should be in the form of Demand Draft only in favour of Director, NIPER drawn on any scheduled bank payable at Mohali/Chandigarh.
 2. Agencies who fulfill the eligibility criteria regarding possession of following documents may participate in the bid for above work:
 - (a) Proof of PAN No.
 - (b) Documentary evidence of registration with EPF & ESI authorities
 - (c) Average annual financial turnover during the last 3 years ,ending 31st March of the previous financial year should be at least **Rs. 30.00 lacs**. (Please attach copies of the Profit & Loss Account & Balance Sheet).
 - (d) Should not have incurred loss in more than 2 years during the last 5 years ending 31st March of previous financial year. (Please attach copies of the Profit & Loss Account & Balance Sheet.)
 - (e) Submission of documentary evidence certifying successful completion of similar works during last 5 years, ending last day of month previous to the one in which tenders are invited either of the following:
 - (f) Documentary evidence of Service Tax No.
- I. Three similar Completed works costing not less than the amount equal to **Rs. 12.00 lacs**.

Or

II. Two similar completed works costing not less than the amount equal to **Rs. 18.00 lacs.**

Or

III. One similar completed work costing not less than the amount equal to **Rs. 30.00 lacs.**

(Similar nature of work means Annual Operation and Maintenance of Central Air-Conditioning Plant of minimum 300 TR capacity consisting of screw/ reciprocating/ centrifugal chillers including plant machinery/accessories and allied air conditioning equipments in any Govt. organizations or reputed corporate sector.

3. The Agency should have office/sub office and relevant maintenance workshop in tricity (Chandigarh/ S.A.S Nagar/ Panchkula). (Necessary documentary evidence as proof to be attached).
4. Tenders should be submitted in Two Envelops systems. 1st Envelope 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 (CMC & AMC) of Central Air-Conditioning Plants and other allied Air Conditioning equipments at NIPER, S.A.S Nagar”**.
5. Eligibility Criteria documents along with Part-I Technical Bid (submitted in 1st envelope along with EMD).
6. Price Bid – II (to be submitted in second Envelope) of parties, who qualify in the eligibility criteria, will be opened on subsequent date to be informed separately.
7. The offer will remain valid for three months from the last date of submission of tender.
8. Telegraphic, Fax, conditional and tenders not submitted strictly as per eligibility criteria requirements and without EMD shall not be accepted.
9. If 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 reserves the right to verify the particulars furnished by the applicant independently.
10. Conditional tender in any form shall stand rejected and will not be accepted under any circumstances.
11. All enclosures submitted along with tender documents should be duly signed by the tenderer.
12. Institute reserves the right to call for document verification along with original documents, if so desired.
13. Corrigendum/Addendum or Cancellation of this tender, if any, shall be published on NIPER website only.
14. Director, NIPER reserves the right to accept or reject any or all tenderers and tender without assigning any reason thereof.
15. The quotations are to be kept in a sealed cover super-scribing on the envelope **“Annual Maintenance Contract of Central Air Conditioning Plant and Other Air Conditioning Equipments”** 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 (Iii) 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)

INSTRUCTIONS TO TENDERERS AND CONDITIONS FOR SUBMISSION OF TENDER

The Tenderers are requested to comply with the following Instructions and Conditions in submitting their tender for the work.

1. The Director, NIPER, SAS Nagar shall be the final Authority in all matters concerning the said tender.
2. The Director, NIPER, SAS Nagar may, at its discretion, distribute the works among several tenders and or execute the works departmentally.
3. Performance of Performance Bank Guarantee is required to be executed by Agency.
4. The Tenderer shall quote for all items of the tender and any incomplete tender is liable for rejection.
5. The tendered rate against each item of work indicated in the Schedule of Quantities and Rates (Price bid) should be indicated both in words and figures. In case of any clerical error between the rates indicated in figures and words, the rates quoted in words would prevail. If there is any inconsistency between the rate and the value extended (after multiplication with the tender quantity), the rate quoted shall be taken to prevail.
6. **The rates quoted against each item of price bid should be as per the respective Maintenance type (CMC/AMC) and manpower for operations. The tenderer should quote the Rates against each item S. No in PART 'A' of the PRICE BID which shall include all services inputs such as contractor's profit margin, cost of spares required for all machines/equipments as applicable, special /specific machining works required from market, major minor repairs, hiring of experts, deployment of Engineer medical emergencies to workers, all type of insurances involved, conveyance and communication charges to workers for assigned works, loading/ unloading charges, office charges, over head charges of the Contractor at site or otherwise. etc for providing smooth and uninterrupted services to NIPER.**
7. Submission of tender by the tenderer implies that he has read the instructions to Tenderers and all other contract documents and has made himself aware of the scope and the specifications of the work to be executed after satisfy himself on due, inspection of site as to the conditions of site, availability of materials, local conditions and other relevant matters having a bearing on the execution of the works, including cost thereof.
8. Tender should quote his rate with respect to the description and specifications indicated against each item of work in the PRICE BID as per the details of works mentioned in Appendix-8 (Scope of Work).
9. If a tenderer withdraws his offer after submission of the tender or after communication of acceptance of his tender by the NIPER fails to execute the Agreement within the time specified in the Letter of Intent issued by the NIPER or fails to commence the work within the prescribed time specified in the contract, the Contract awarded shall be treated as cancelled and Security Deposit paid by the tenderer shall be forfeited by NIPER.
10. The Tenderer should sign each and every page of the tender document.
11. The tenderer should ensure that he qualifies to quote for the work before submitting the tender a mere issue of the tender document to the tenderer can not be construed as his having the requisite entitlement to quote for the work.

(Signature of the Tenderer)

(TECHNICAL BID)

PART-I
MEMORANDUM

Name of Work : Operation and Maintenance Contract of Central Air Conditioning Plant and Other Air Conditioning Equipments at NIPER, S.A.S Nagar.

1. Estimated Cost : Rs. **28.84 lacs**
2. E.M.D. : **Rs. 57,680/-**
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**
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 : 90 days from the date of opening of Tech. Bid.
12. Tender Forms are not transferable.
13. **Price Bid will be opened only those parties who qualify in the Technical Bid.**
14. Telegraphic, Fax, conditional and tender without EMD shall not be accepted.
15. Canvassing in any form will entail disqualification.
16. 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 the 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 so far as applicable.

I/ We agree to keep the tender open for 90 days from the due date of opening thereof and not to make any modifications in its terms and conditions.

A sum of Rs. _____ 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 what 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 should 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 at 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 assigns) having awarded a work order/ contract No. _____ dated _____ (hereinafter called the contract) for _____ to M/s _____ hereinafter of _____ 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 contact.

We, the _____ Bank, (hereinafter called the "Bank") do hereby unconditionally and irrevocably undertake to pay to NIPER immediately on demand in writing an 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 by the contained n 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 an 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 contact by the contractor from time to time any of the powers exercisable by contract and to bear or enforce any of the terms and conditions relating to the said contract an 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 of 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. His 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 thief 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
Name & Address of Bank :
Stamp and Date :

WITNESS:

1. _____

2. _____

(Signatures of the Tenderer)

Name of Contractor/Agency :

Address :

Date and Stamp :

UNDERTAKING

The Tenderer shall give an undertaking to the effect in the form of an Affidavit on non-judicial stamp paper of Rs. 50/- duly attested by the Notary Public/ Ist Class Magistrate and the same shall be part of the Tender.

TO WHOM IT MAY CONCERN

i) "That we M/S _____ with their registered office at _____ shall deposit all the contributions like EPF, ESI, EDLI (Employees Deposit Linked Insurance Scheme and Service Tax etc. with the appropriate authorities regularly and that we, M/S _____ with their registered office _____ shall be responsible for implementation of provisions of Labour Laws and rules as made applicable by the concerned Govt.deptt 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 monthly returns of their contribution towards EPF, ESI, and Service Tax to NIPER ,SAS Nagar failing which further payments to Contractor shall be withheld by NIPER.

ii) In the event of any penalty imposed by the concerned Department due to delay deposit, the same shall be paid by the Contractor. 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.

iii) The disbursement of wages to its Contract workers shall be made in each by the Contractor in the respective site by 7th of every month. It shall be ensured that the wages are directly deposited every month in the form of cheque/ on line deposit in the saving account of each worker in hired state bank located in SAS Nagar. Preference shall be given that saving account of all workers is in single bank to ease the transactions.

Signature of the Tenderer

Name of Contractor/Agency :

Address :

Date and Stamp :

GENERAL TERMS & CONDITIONS OF CONTRACT

1. Definitions & Interpretation

Definitions

- 1.1 In these General Conditions of Contract the following expression shall have the definitions and interpretations given hereunder :
- 1.2 'NIPER' shall mean National Institute Pharmaceutical Education and Research. The rights and obligations of the NIPER exercisable under the Contract, other than those exercisable by the Engineer-in-Charge or authorized officials. The said Authority shall be Accepting Authority for the purpose of the contract and shall have full powers to revise, amend, withdraw or cancel the actions taken by the Engineer/ Authorised Officials in respect of the powers exercisable by the Engineer-in-Charge.
- 1.3 'Contractor' shall mean an individual or firm (Proprietary or Partnership) whether incorporated or not, that has entered into Contract with the NIPER, SAS Nagar and shall include his/its heirs, legal representatives, successors and assigns, successors in interest of individuals or persons composing such firms or successors of such firms or the permitted assigns of such individual or firm . Changes in the constitution of the firm , if any shall be immediately notified to the NIPER, in writing, and approval obtained for continued performance of the Contract.
- 1.4 'Contract' shall mean, collectively all covenants, terms and stipulations contained in the various portions of the Contract Agreement and the Appendices thereto.
- 1.5 'Work' shall mean the works to be executed in accordance with the Contract.
- 1.6 'Engineer-in-Charge' shall mean the officer of the NIPER designated or any other officer appointed by The Director, NIPER from time to time and notified to the Contract as authorized to act as Engineer-in-Charge for the purpose of the Contract.
- 1.7 'Drawings' shall mean, collectively all the drawings made a part thereof, and also altogether new drawings issued by the Engineer-in-Charge in terms of the maintenance /machining/new components /spares not available in market or such supplementary drawings as the Engineer-in-Charge may issue from time to time in order to elucidate the said services or to show details not shown thereon.
- 1.8 'Specifications' shall mean, collectively all the terms and stipulations contained or referred to in the General Conditions of Contract, Special Conditions of Contract, Detailed Technical Specifications, Schedule of Quantities & Rates, and shall include all such amendments, revisions, removals or additions as may be made during the period of execution of the works and all written instructions to be issued by the Engineer in terms of the Contract, pertaining to the method and manner of performing the work or to the quantities and qualities of the work to be performed or materials to be furnished under this Contract.
- 1.9 Wherever in this Contract the words 'Directed', 'Required', 'Permitted', 'Ordered', 'Designed', 'Considered', 'Necessary', or like words are used, it shall be understood that the said directions, requirements, permission, order, design, etc., of the Engineer-in-Charge or the NIPER are intended. Similarly, words 'Approved', 'Acceptable', 'Satisfactory', or like words shall mean approved by or acceptable or satisfactory to the Engineer-in-Charge or the NIPER as the case may be, unless any other meaning is plainly intended.
- 1.10 'Site' shall mean the location (s) and other place (s) on, under, in, into or through which the works of are to be executed and shall include any other land (s) or place (s) provided by the NIPER for the purpose of the Contract.
- 1.11 'Contract Value' shall mean :
The total amount collectively for Part "A" and Part "B" of the PRICE BID shall be taken as the contract value as quoted by tenderer.
- 1.12 'Deviation' shall mean an order given by the Engineer-in-Charge to effect an alteration in addition to, or deduction from or variation from the scope or nature of work to done in terms of the original Contract.

- 1.13 'Notice in Writing' or 'Written Notice' shall mean a notice in written, typed or printed characters sent (unless delivered personally) either by Registered Post to the last known private or business address or Registered Office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered by Fax/Email.
- 1.14 Unless otherwise specified, the latest IS Specifications and Code of Practice for respective items of works shall be deemed to be applicable to the work.
- 1.15 If there is anything inconsistent between these General Conditions of Contract and the Special Conditions of Contract attached hereto, the latter shall prevail.
- 1.16 Singular and Plural
 - i. Where the context so requires, words imparting the singular shall include the plural and vice-versa.
- 1.17 Heading or Notes
 - i) Headings and marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

2. **GENERAL OBLIGATIONS**

2.1 **Location of Work and Inspection of Site**

The Contractor shall be deemed to have quoted after having satisfied himself as to the nature of the job and he shall be deemed also to have inspected the Site of the Works and surroundings, the means of access thereto and to have generally obtained his own information on all matters and things which can in any way influence his tender. No claims for extra works or otherwise will be allowed in consequence of any misunderstanding, error or incorrect information on the above mentioned points nor shall the Contract be nullified in consequence of any such misunderstanding, incorrect information.

- 2.1.1 During the period of contract the assets such as machinery /equipments and area of operation as mentioned in Scope of work shall be in the jurisdiction of contractor to maintain and upkeep .Thecontractor shall in no way have any claim for its ownership

Scope of Work and Terms & Conditions to be read with Scope of Work.

- 2.2.1 The Scope of Work is detailed in Appendix -8 & Appendix -9 enclosed.
- 2.2.2. The Scope of Work detailed therein is only indicative of the probable nature of works and the entire scope of work is not limited to the information furnished therein.

2.2 **Employment of Efficient and Competent Staff on Works**

- 2.3.1. The Contractor shall provide and employ on the site in connection with the works only such efficient, qualified and Competent manpower and other skilled, semi-skilled and unskilled labour as are necessary for the proper supervision and timely execution of the works. Orders given to the Contractor's Engineers/Supervisors shall be considered to have the same force as if these had been given to the Contractor himself.
- 2.3.2. The contractor shall engage obedient, honest and trust worthy laborers for work. If in the opinion of the Engineer, any labour is found to be not suitable for work or is of doubtful character, the suitable action for his removal from his assigned duties and job shall be taken by NIPER authority without giving any notice.
- 2.3.3. The contractor shall engage Technical supervisor, AC Plant Operator, AC Electrician, AC Plant Helper , AC Mechanic (Mech) as per Head No. 3 in Scope of Work. These workmen are for day to day maintenance & operation. For major maintenance extra manpower may be required that will be arranged by Contractor & no additional payment will be made against that. The works as required shall have to be completed within the time frame allotted to Agency by Engineer-in charge
- 2.3.4. The contractor will issue one pair safety shoes and insulated gloves to all workmen once in a year of contract period.
- 2.3.5. Defective Work, if any, shall be brought to the notice of the Contractor by the Engineer-in-charge or his representative, Contractor shall at once take necessary steps to set right the defective work. For the work, which is not satisfactorily completed by the Contractor, the NIPER reserves the right to

deduct from the bills, the amount proportional to the work not done. The Engineer-in-Charge may also engage the required skilled/semi skilled / un-skilled labour force for completing the unsatisfactory work at the cost of the contractor and deduct the wages/payment to be paid from his monthly bills.

2.3.6. Notwithstanding the provisions mentioned above, the Engineer-in-Charge shall be at liberty to object to and require the Contractor to remove forthwith from the works any person who, in the opinion of the Engineer-in-Charge misconducts himself or is incompetent or negligent in the performance of his duties and such person shall not be again employed upon the works without the written permission of the Engineer-in-Charge. Any person so removed from the works shall be replaced by the Contractor as soon as possible(maximum upto one week) by a Competent substitute.

2.3.7. Any of the contractors employees proceeding on leave shall be immediately replaced by the contractor at his own expenses so as to maintain satisfactory level of service at all time.

2.3.8. There should not be any employee employer relationship of company's employees with the NIPER. Further no underage employee should be on roll.

2.4 **Assignment and Sub-Letting**

2.4.1 The Contractor shall not assign or sub-let the whole or any portion or portions of the Contract or allow any person to become interested therein in any manner whatsoever without the prior written approval of the NIPER . Provided that the provision of labour on a piece work basis shall not establish any contractual relationship between the sub-contractor and the NIPER and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen. Deposit of statutory liabilities of workers deployed shall be from the contract Agency's account . No subletting of said liabilities deposits shall be acceptable to NIPER.

2.5 **Contractor's Co-ordination**

2.5.1 If during the course of the Contractor work, other works of the NIPER or of other NIPER's contractors are also in progress within the same plant/site the Contractor is to use his best efforts to work in harmony with all the others and in the best overall interest of the Project/Work.

2.6 **Water Supply and Electricity**

2.6.1 Electricity power supply required for the centralized air-conditioning plant and other AC machines under the contract only will be provided by the NIPER.

2.7 **Compliance with Local Laws etc.**

2.7.1 The Contractor shall comply with all Acts, Rules, Bye-Laws, Regulations and all other statutory requirements local Authorities for the payment of all fees and other charges and giving and receiving of all necessary notices, and keep the Engineer-in-Charge informed of the said compliance with such Act, Rules, Bye-Laws, Regulations, Statutory requirements, payments made, notices issued and received.

2.8 **Statutory and Other Obligations regarding Workmen**

2.8.1 It is obligatory on the part of the Contractor to forward the declaration forms to the ESI authorities for issue of ESIC number, make timely contribution towards ESI furnish returns periodically etc, in accordance with the provision of ESI Act 1948 in respect of labour engaged by him for all works executed in the NIPER. The Contractor should contact the jurisdictional ESI authorities and arrange to observe all formalities such as preparation of ESI cards, identification cards, making remittance etc. as per governed laws .

2.8.2 It is also obligatory on the part of the contractor to make timely contribution towards EPF in accordance with the provision of PF Act in respect of labour engaged by him for all works executed in the NIPER and copies of Muster Roll, wage Register, EPF & ESI remittance shall be furnished to the Engineer-in-Charge for verification and records.

2.8.3 The contractor to note that, workers engaged by them even for a part of the day need to be covered under ESI.

2.8.4 The contractor is also required to furnish the complete data in respect of the workers engaged by him against the work order/ job contract etc. to Engineer-in-Charge of work from time to time as per requirement.

2.9 Safety Regulations

2.9.1 During the execution of work, unless otherwise specified, the Contractor shall at his own cost provide the materials necessary for the safety of all the workmen and shall ensure that no damage, injury or loss is caused or is likely to be caused to any person or property.

2.9.2 The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or NIPER property and shall post such lookout men as may in the opinion of the Engineer-in-Charge is required.

2.9.3 The Contractor must take sufficient care in moving machineries and equipment and other materials from one place to another so that they do not cause any damage to the property of the NIPER or the public, particularly to structures, overhead wires and cables (laid underground or otherwise). In the event of any damages resulting to any property loss aforesaid, the cost of such damages including eventual loss of working hours in any Plant as estimated by the NIPER shall be borne by the Contractor.

2.9.4 In case of dismantling/demolition, the Contractor shall take necessary care not to damage the existing structure/ materials while executing the proposed work and any damage, if caused, should be rectified by the Contractor at his cost so as to restore the structure/ materials, as they existed earlier.

2.9.5 The Contractor should take care of all safety precautions in respect of Laborers engaged by him by providing adequate safety appliances. He should also see that the safety practices are adopted at all times to avoid any untoward incidents failing which he will be liable for penalty and also for compensation to be paid to his laborers as deemed fit by the Competent Authority, NIPER.

2.9.6 The contractor shall report all accidents immediately to the Engineer-in-Charge who will make arrangement for forwarding of the reports to the concerned authorities.

2.10 Nuisance

2.10.1 The Contractor shall not at any time do cause or permit any one to do or cause any nuisance on the site or do on the site or do anything which shall cause unnecessary disturbance or inconvenience to the NIPER or to the owners, tenants or occupiers near the site and to the Public generally.

2.11 Compliance of Instructions

2.11.1 Whenever the Contractor fails to comply with the instructions of the Engineer-in-Charge. It shall be lawful for the Engineer-in-Charge to get the work done through other Contractors or departmentally or otherwise and the cost incurred on the said works thereof shall be deducted from monthly bills /Security deposits etc of the contractor with NIPER .

2.12 Execution of Works

2.12.1 The Scope of work indicates the quantum and quantities to be executed. But it is to be clearly understood that these quantum/quantities are approximate and are liable to omission, variations, alterations by deductions or additions or deletions at the discretion of the NIPER. The Contractor shall neither be entitled for any revision of rates owing to variations in actual quantities of work done in relation to the rates owing to variations in actual quantities of work done in relation to the quantities indicated in the Scope of work nor shall be entitled to any loss of consequential profits or for any other damages arising thereof. The Contractor shall be paid only for the actual quantities of work executed and according to the accepted tender rates/cost.

2.12.2 The quoted rates shall remain same during the entire period of Annual Contract for PART "A" of PRICE BID . For PART "B" (Manpower) of the PRICE BID , the change/ amendments if any , in Variable dearness allowance (VDA) or allied aspects over the minimum wages as applicable from time to time shall be payable to the Contractor for disbursement of same to workmen deployed at site .

- 2.12.3 The rates indicated against each item in the Price bid shall be deemed to compensate for all minor works which are not specifically mentioned, but are fairly and obviously intended and are essential for the full and final completion of the works as per the guide lines of Engineer-in-Charge. The Contractor is not entitled to make any extra claims on this account.
- 2.12.4 Probable items envisaged have been indicated in the Scope of work(Appendix-8).The quantum of work under each item is at discretion of the NIPER.
- 2.13 The Tenderers are requested to quote their minimum price.

2.14 **Storage of Materials**

- 2.14.1 Contractors shall make necessary storage arrangements for storing the consumable materials, tools and tackles etc., required for the work at their cost. Space for keeping almirahs, tables, chairs and other furniture items shall be provided in Central AC Plant by NIPER.

2.15 **Workmanship and Testing**

- 2.15.1 Great care shall be taken while executing the work not to damage any part of the buildings, equipments, machineries and any property of the NIPER etc. Any damage, if caused, shall be rectified by the Contractor at his own cost. Specially mentioned or not, but which are essential for the full and satisfactory completion of the works and the quoted rates amount in figures and words per year shall be deemed to include all the above and the Contractor is not entitled for any extra claim on such account.
- 2.15.2 The tenderer shall take into account in his tender, all incidental `minor` works whether specifically mentioned or not, but which are essential for the satisfactory completion of the work and quoted rates shall be deemed to include all the above and contractor is not entitled for any extra claim on such account.

2.16 **Indemnity and Insurance**

- 2.16.1 The contractor shall be responsible to observe and comply with all labour Laws/Rules/Regulations enforced of Central Govt. organizations in Punjab. The contractor shall indemnify and keep indemnified the company against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of or in consequence of the execution of work awarded and against all claims, demands, proceedings, damage costs, charges and expenses what so ever in respect of relation thereto.
- 2.16.2 The contractor shall obtain, at his expense, an insurance policy in the joint names of the NIPER and the contractor covering the following risk and lodge the policy with the NIPER :-
 - 2.16.2.1 Works including temporary structures, machinery, materials, tools, spares etc. on the site against damage by fire, burglary, strikes, riots and civil commotion and natural calamities like flood, earthquake, explosion etc.
 - 2.16.2.1 Damages to third party including the NIPER's staff, visitors, neighbors and other passer by against any claim that may arise due to accidents on account of the incidental risk which may occur during the execution of work. All claim amounts against the policy shall be payable to the NIPER and not to the contractor. He shall keep the applicable policies renewed from time to time until the certificate of completion is issued by the NIPER.

2.17 **Commencement of Works**

- 2.17.1 The work will be commenced immediately from the date of award of Work Order.
- 2.17.2 If the Contractor commits default in commencing the execution of the work as aforesaid, the NIPER shall, without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money/ Security Deposit absolutely.
- 2.17.3 The contractor shall specify the List of working days, holidays which shall be permitted subject to the approval of NIPER for contractor staff. However, NIPER reserves to call the Contractors to work on declared holidays also with prior notice to the contractors. Contractor shall have to arrange the labour force as required for the work in consultation with the Engineer-in-Charge.

2.18 Liquidated Damages

- 2.18.1 In case, the whole Air Conditioning System whether under CMC or AMC is rendered inoperative and the same is not put into satisfactory working condition within 24 hours period from the time of intimation which will be recorded in the complaint register duly signed by the Engineer-in-Charge for the following reasons :-
- 2.18.1.1 For want of consumables and spares.
- 2.18.1.2 In case preventive maintenance is not carried out as per schedule.
- 2.18.1.3 In case of breakdown.
- 2.18.2 A penalty at the rate of Rs. 2000/- per day per air conditioning system when whole Air Condition system is inoperative shall be applicable and shall be deducted from the bills of the contractor.
- 2.18.3 A penalty of Rs. 500/- per day will be levied on contractor in case of delay in rectifying other complaints within 24 hrs of registration of complaint in case complaints to be attended at site/factory.
- 2.18.4 A penalty of Rs. 500/- per day in case of delay in rectifying complaints within 12 days in case of condensers/ pumps/motors/cooling tower, gear boxes, valves etc. and any other major repair is needed outside NIPER at hired agencies works under contractor's obligation, after lodging the complaint as justified by Engineer-in-Charge.
- 2.18.5 A penalty of Rs. 500/- per day will be levied on contractor in case carrying out delay in preventive maintenance as per maintenance schedule.
- 2.18.6 Penalty regarding the time frame in case of major repairs such as rewinding of 75 TR compressors of Chillers, repair/replacement of main screw of chillers, replacement of condenser tubing, major alignment of screws, replacement of main bearing etc.

In case of above major repairs or during the time the chiller machine is not in functional condition, the Agency may use the chiller machine no 4 at site subject to permission of the Engineer-in-Charge. The time period of use of this chiller machine shall be limited to period of maximum 45 days and beyond that the usage of chiller shall be chargeable @ 5000/- per week and that also limited to 2 months. In case the agency is still not able to rectify the fault, it will be presumed that the Agency is incapable and not resourceful enough to carry out the work within stipulated time period. In such situation the order of the agency shall stand cancelled. No compensation to the Contractor shall be applicable under these circumstances.

2.18.7 Penalty on Manpower

- 1 The Contractor employees will record attendance with entry time as specified by Engineer-in-Charge, NIPER and will not move within NIPER other than duty hours & specified locations. Absence/Late coming of workmen will be considered serious. It will attract deduction @ minimum wage rate as on date
(a) + 50% extra of minimum wages per day as penalty if workmen is absent for more than 2 days in a month.
- 2 The amount of Liquidated Damages may be adjusted or set off against any sum(s) payable to the contractor under this or any other Contract with the NIPER.
- 3 The levy of Liquidated damages shall be applicable without prejudice to any other right or remedy of the NIPER.

Environment Protection

- 2.19 The Contractor may use and issue instructions to his employees regarding the proper uses of refrigerants and chemicals required to be carrying out maintenance of the Air Conditioning Equipment. Necessary safety precautions needs to be adhered to.
- 2.20 The Contractor may also ensure that the special training should be given to the personnel applying chemicals, stacking and disposals etc.
- 2.21 The Contractor shall be fully responsible for damage for materials and manpower deployed by him at NIPER site during the period of contract.

2.22. Rights, Remedies and Powers

Determination of contract due to Contractor's Default :

If the Contractor :

- 2.22.1 Abandons the Contract.
- 2.22.2 At any time defaults in proceeding with the works with due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-charge/ authorized officials; or
- 2.22.3 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 7 days after a notice in writing is given to him in that behalf by the Engineer; or
- 2.22.4 Persistently disregards the instructions of the Engineer-in-charge / authorized officials or contravenes any provision of the Contract; or
- 2.22.5 Fails to remove materials from the Site or to pull down and redo the work after receiving from the Engineer notice to the effect that the said materials or works have been rejected; or
- 2.22.6 Fails to complete with work on or before the stipulated 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; or
- 2.22.7 Offers or gives or agrees to give to any person in the NIPER's service or to any other person on this behalf, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the NIPER; or
- 2.22.8 Shall enter into a contract with the NIPER in connection with which commission has been paid or agreed to be paid by him or to his knowledge unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the NIPER/Engineer-in-Charge.
- 2.22.9 Shall obtain a Contract with the Company as a result of ring tendering or other non-bonafide methods of competitive tendering; or
- 2.22.10 Being an individual or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order for administration of his estate mad against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors of purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estates or if a trust deed be executed by him for benefit of his creditors; or
- 2.22.11 Being a NIPER, shall pass a resolution or the Court shall make an order for liquidation of its affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- 2.22.12 Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days ; or
- 2.22.13 Assigns, transfers, sub-lets (engagement of labour on a price-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sub-let the entire works or any portion thereof without the prior written approval of the NIPER; the NIPER may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the NIPER by written notice determine the contract either as a whole or in part.
- 2.22.14 Upon such determination of the Contract either in whole or in part, the Security Deposit with the NIPER in respect of the Contract shall stand forfeited to the NIPER without in any way affecting the Rights of the NIPER under clause indicated below.

2.23 Rights of the NIPER after determination of the Contract due to Contractor's Default:

- 2.23.1 The Engineer-in-charge shall on such determination of the Contract have powers to :
 - 2.23.1.1 Take possession of the site and any materials, spares, implements, stores etc., thereon; and/ or
 - 2.23.1.2 Carry out the incomplete work by any means at the risk and cost of the Contractor.

- 2.23.2 On determination of the Contract in full or in part; the Engineer shall determine the quantum of amount, if any, that is recoverable from the Contractor for completion of the works or part of the workers or in case the works or part of the works is not to be completed, the loss or damage suffered by the NIPER. In determining the amount, credit shall be given to the Contractor for the value of the work executed by him upto the time of cancellation or the value of Contractor's materials taken over and incorporated in the work. In order to measure the work completed fill the date of determination and the Contractor's materials to be taken over, the Engineer-in-charge shall give 7 days notice to the Contractor requiring him to be present so as to record the details of work in his presence. If the Contractor fails to be present in response to the notice, the recording of the details of work shall be proceeded with ex-parte and the details of work as recorded shall be binding on the Contractor.
- 2.23.3 The NIPER shall have the right to use Contractor's plant, machinery and material on the balance works but shall not in any way be responsible for any damage or loss of the same and the Contractor shall not be entitled to any compensation there for.
- 2.23.4 Any excess expenditure incurred or to be incurred by the NIPER in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the NIPER as aforesaid after allowing necessary credits, shall be recovered from any moneys due to the Contractors on any account and if such moneys are not sufficient, the Contractor shall be called upon in writing to pay the same within 30 days.
- 2.23.5 If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the Contractor's unused materials, machinery, implements, temporary storage area,spares etc., and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter be any balance still outstanding from the Contractor, the Contractor shall, upon demand, pay the Company the money due and it shall be deemed as a debt due by the contractor to the NIPER and shall be recovered accordingly.
- 2.23.6 Any sums in excess of the amounts due to the NIPER and unsold materials, etc. shall be returned to the Contractor, it is always understood that if the actual cost of completion by the NIPER of the balance works or part of the work is less than the amount which the contractor would have become eligible had he completed the works or part of the works under the terms of contract, the contractor shall not be entitled to claim such benefit to his advantage.

2.24 Cancellation of Contract by the NIPER

- 2.24.1 If it is time after the commencement of work, the NIPER shall decide that the whole work or any specific part thereof is not required to be carried out, necessary notice in writing shall be given to the Contractor. The Contractor shall take immediate action to stop all activity relating to the cancelled work. The Contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of work in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.
- 2.24.2 The Contractor shall be paid at contract rates the full amount for the works executed at site (less any amount due to the NIPER) and, in addition, a reasonable amount to cover the cost incurred on materials which will not be of any alternative use to the Contractor (which shall then become the property of the NIPER), transportation costs in respect of the tools,spares, plant and materials retained by the Contractor from the work place to his permanent stores or any other works, whichever is less, and a reasonable proportion of the expenditure incurred on preliminary works such as spares ,refrigerants, machinery etc. All payments other than at Contractor rates shall be based on a detailed claim to be submitted by the Contractor supported by cash vouchers or other documents covering the incurrence of such costs. If called upon by the Engineer-in-Charge, the Contractor shall also furnish his Books of Accounts and other documents which the Engineer-in-Charge may consider necessary to enable him to certify the reasonableness of the amount payable under this clause.

2.24.3 The materials supplied by the NIPER, which are rendered surplus on account of the cancellation, shall be returned promptly by the Contractor subject to normal wastages allowed under the Contract. He shall be debited with the losses due to any deterioration or damage, which might have been caused while the materials were in the custody of the Contractor. If so directed, he shall transport such materials to the NIPER stores and shall be paid for such transport at a reasonable compensation.

2.25. Settlement of Disputes

Decision by the NIPER and Engineer-in-Charge

2.25.1 To prevent disputes and litigations, it shall be accepted as an inseparable part of the Contract. That in matters regarding materials, workmanship, removal of improper work, interpretation of Contract, drawings and specifications, mode of procedure and carrying out the work, the decision of the NIPER shall be final and binding on the Contractor and if any technical question which may arise touching the Contract, the Engineer-in-Charge's decision shall be final and conclusive. The claim, if any, arising out of any decision given by the Engineer-in-Charge shall be sent in writing to the Engineer-in-Charge within 15 days from the date of such decision given by the Engineer-in-Charge and if the claim is not accepted and the Contractor is aggrieved by such non-acceptance, such dispute may be referred by him for Arbitration.

2.26 Arbitration

2.26.1 In case any dispute or difference shall arise between the NIPER (or the Engineer-in-Charge on 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.

2.26.2 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.

2.26.3 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.

2.26.4 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.

2.26.5 If the Contractor fails to perform the Contract or fails to carry out the Contract to the satisfaction of the NIPER, within the period fixed for the purpose or at any time repudiates the Contract before the expiry of such period, The Director, NIPER or any other officer from NIPER, so authorised, may (without prejudice to the right of the NIPER), recover from the Contractor, damages for the breach of Contract, terminate the Contract as a whole or terminate a part of Contract at the risk and cost of the Contractor, without prior notice and get the balance work executed through some other Agency and hold the Contractor liable for all losses for all losses and expenses incurred by the NIPER.

2.26.6 In case of omission of any conditions in this tender documents, the standard govt. rules and regulations shall invariably be come into force. However, the decision of The Director, NIPER, S.A.S Nagar shall be final in all the matters concerning with this contract and binding on the Contractor.

2.26.7 The contractor shall fulfill and diligently comply with all the directions in general or specific orders given by NIPER from time to time and all such orders will comprise part of the agreement

2.26.8 If during the period of contract the contractor is found to be indulging in illegal activities/fraudulently handling the records /misbehaving with the Staff of NIPER or not performing the assigned tasks as deemed fit by Engineer-in-charge within the time frame allotted, the contractor shall be debarred with immediate effect from executing the contract of CMC/AMC services of the NIPER without giving any notice. The Director NIPER/Engineer-in –charge reserves right to Black List the Contractor from NIPER .

2.27 **The Bidder should furnish the Certificate.** That I/We hereby declare that I/We have not been black-listed, debarred/suspended by any Govt./Semi/Corporation/ Pvt. Organisation during the last five years.

And Further that

“I/We undertake and confirm that eligible similar work (s) has/have not been executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department then I/We shall be debarred for tendering in NIPER in future forever. Also, if such a violation comes to the notice of Department before date of start of work, The Director, NIPER/ Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee”.

(Signature of the Tenderer)

3. SCOPE OF WORK

The Centralized Air Conditioning Plant and Air conditioning Equipments are located in NIPER, Sector-67, S.A.S Nagar(Punjab). The main function of the Air-conditioning system is to maintain atmospheric temperature inside the institutional buildings within the range of comfort cooling for the period of 09 months i.e. from Mar to Nov in a year, to the laboratories/ rooms of the Teaching & Research Blocks (03 storey buildings x 09 Nos), Convention Centre cum Auditorium, Management Building, Lecture Halls, Seminar Hall, Cafeteria, Guest House, NBC, Secretariat Building, Administrative Bhawan, TDC, Infectious Centre, NTC and Animal House etc. The Central AC plant consist of 04 Nos of Screw Chillers of capacity 155 TR each along with AHU's and FCU's located in respective Teaching & Research Blocks. The package AC machines located in Auditorium and Management Building. The hot water generators for Animal Houses and NTC are run for a period of 03 months i.e. Dec to Feb in a year. The centralized heating system is not provided for other locations except Animal House and NTC building.

The Air Conditioning System at NIPER has been divided into 03 heads as under :-

Heads

- 1. Annual Comprehensive Maintenance Contract (CMC) of Chillers**
- 2. Annual Maintenance Contract for Air Conditioning Plant & AC Equipments**
- 3. Annual Operation of Air Conditioning Plant & AC Equipments**

Details of Head No. 1

3.1 Comprehensive Maintenance Contract (CMC) of Chillers

This head consists of Air Conditioning Chiller machines capacity 155TR x 2 Nos and allied factors involved in their operational and maintenance activity.

The CMC will be the period of 09 months (+ - 15 days) i.e. from Mar to Nov in a year for the chiller machines totaling capacity of 310 TR capacity.

Coverage : Materials and Works inclusive in CMC, (to be supplied and execute by the Contractor at site).

Materials. 1. All OEM major and minor spares of Chiller machine 155 TR capacity such as Compressors, Condensers, PCB main control cards, any electronic device, oil level sensors, refrigerant pressure sensors, flow sensors, contactors, relays, indicators, refrigerants, refrigerant oil and transducers, copper tubing, filters (internal/external), drier core, expansion valves, bearings, main switches, electronic display units, de-scaling compounds etc. and any other parts/spares required for operation and maintenance of the units at site .

Works. 2. Rewinding of Compressors, de-scaling of condensers, repairing of pipeline, replacement of cabling, control wiring, PCB repair and programming, oil replacement, refrigerant top up and full replacement, if required, brazing work, valve replacement, pressure testing, pressure balancing etc. and any other required works for smooth functioning of Chillers Units at site.

The various works involved and which shall be covered under this Head include the followings :-

- a) Rewinding of compressor motors capacity 75 TR x 4 Nos as per manufacturers standard specifications complete with re-installation (flushing of nitrogen, refilling of Freon gas, oil filling etc) and testing.
- b) Repair/Replacement of Main driving screw of the compressor and main assembly bearings.
- c) Repair/Replacement of Main Controlling Program Card (PCB) in the control panel including its programming and reinstallation in the chiller machine panel. The contractor has to keep ready stock of PCB duly programmed so that down time of machine is prevented.
- d) Refilling/ Top up of refrigerant R-134a in the chiller machine. Stock of Refrigerants as per quantity required for top up or replacement during major maintenance should be kept ready at site throughout the year.
- e) De-scaling of condensers of the chillers is required to be done with eco-friendly chemicals preferably in the month of May and followed by checking of condenser pressure of the chiller.
- f) Repair/Replacement of various type of valves such as butterfly valves, ball valves etc.
- g) Replacement and reinstallation of defective pressure gauges, dual pressure cut off switches, Oil pressure cut outs (HP,LP), oil level sensors, gas sensors ,transducers, temperature gauges, control valves, water pressure sensors etc.
- h) Replacement of Refrigerant oil of specific quality as per manufacturers approved specifications after the recommended period of operation of chiller or if found unfit for use.
- i) All Major repairs of chiller machines such as chiller coils leakages, replacement/plugging , condenser coils leakages and replacement of copper tubings if required as per directions of the Engineer in charge.
- j) The operation of chillers shall be 24 hours daily in seasonal period. Periodic maintenance checks of technical parameters to be done daily basis as per the prescribed format.
- k) Repair/replacement of balancing valves, butterfly valves, ball valves, strainers, in supply and return chilled water and condenser lines. Replacement /repair of damaged Pipe lines with AC system layout.
- l) Repair/replacement of electrical control panels spares such as contactors, fuses, wiring, switches, terminals, knobs, relays etc., as required at site. The contractor has to keep ready stock of electrical spares as required at site throughout the year.
- m) 02 Nos preventive maintenance shall be provided by the Agency during the contract period.
- n) Service reports of the preventive and breakdown maintenance has to be prepared and shall be submitted to Engineer-in-Charge, NIPER on monthly basis.
- o) Chilled water temperature at the discharge end of the chilled machine is to be kept at 6° to 7° Celsius and suction temperature at entry point of chiller machine is to be maintained at 12° to 14° Celsius. The heat load of the user end point on the chiller machine is to be verified by the contractor by carrying out trial run for at least 12 hours of running of the chiller machines.
- p) All the maintenance equipments, machinery tools and tackles required for carrying out maintenance activities should be kept at site in good working conditions. Vacuum pump, O₂ gas cylinder, acetylene /LPG, charging line, Freon gas filled cylinders, flare nuts, pin valves, shut off electric supply valves, air and water pressure pumps, welding torches, blowers etc.
- q) Allied factors related to operational and maintenance of chillers such as maintenance of electric supply panel, cabling, suction and discharge water pressure/volume checking and maintaining, vibration levels, abnormal sound, rpm control etc are in the scope of CMC.
- r) **All spares to be utilized must be in original i.e. Original Equipment Manufacturer (OEM). The existing chiller machines are of Make-Carrier. The Contractor has to get approval of spares, accessories from the Engineer-in-Charge (Mech/ Elect) before installation on the chillers or keeping it in stock.**

3.2 Details of Head No. 2

Annual Maintenance Contract for Air Conditioning Plant & AC Equipments.

This head consists of Chillers Capacity 155 TR x 2 Nos, AHU's, FCU's, Cooling Towers, Pumping System (condenser, chiller pumps), Hot Water Generator, Electrical Main Panels and Sub Panels, Piping, pressure valves, Cabling 3 Phase/ Single Phase, control cabling, Split AC's , window AC's, Packaged AC's , Water Coolers, Air Coolers, Ice Flakers and related accessories as per Appendix-10.

The AMC will be the period of 09 months i.e. from Mar to Nov +/- 15 days approximate in a year for the chiller machines totaling capacity of 310 TR including related machinery at site. The hot water generator shall be in operation for a period of 03 months i.e. from Dec to Feb (+/- 15 days approx). The various parameters and AC equipments which shall be covered under this Head shall include the followings :-

3.2.1 CENTRAL AIR CONDITIONING CHILLERS

- a) The running of system shall also include day to day checking of the system such as cleaning of filters/packing/ strainers, lubricating bearing, replacement of glands of pumps including minor spare parts like grease, gland packings, bearing, tyre coupling, spiders, dori, mechanical seals etc. and all type 'O' routine and preventive maintenance work. The work shall also include all type of repair (major/minor and maintenance of air conditioning machines and related accessories). **(Material and Labour in the scope of Agency)**
- b) Repair/maintenance / Replacement/Rectification of all type of faulty valves, damaged chilled and condenser water lines, damaged belts and bearings, gate valve, globe valve, ball valve, butterfly valve, strainer, expansion tank including repair of insulation and welding job, for trouble free running of HV/LV system. **(All type of valves upto 50mm dia and Labour in the scope of Agency)**
- c) Replacement of faulty compressors and condenser units, gas filling, oil filling, change of filters, change of oil, and any other job which seems to be required for the trouble free running of machine. **(Only Labour in the scope of Agency)**
- d) Maintenance of Electrical panels including replacement of fuses/MCCB/MCB/Contractor/relays/handles/meters/flow switches and micro processor control units related with air conditioning equipments. **(Only Labour in the scope of Agency)**
- e) Repair of gear box, fan blades of cooling tower. **(Material and Labour in the scope of Agency)**
- f) Repair and replacement of insulation and any kind of masonry work where it is dismantled for repair work by the Agency. **(Only Labour in the scope of Agency)**
- g) Repair/ Replacement of all type of copper gas filters and strainer under maintenance. **(Material and Labour in the scope of Agency)**
- h) Chilled water temperature at the discharge end of the chilled machine is to be kept at 6° to 7° Celsius and suction temperature at entry point of chiller machine is to be maintained at 11 to 13° Celsius. The heat load of the user end point on the chiller machine is to be balanced by the contractor on running of the chiller machines as per the minimum and maximum load conditions.
- i) Loading/un-loading, shifting and fitting of material/ machines etc. as per site requirement. **(Labour/ Hired Labour in the scope of Agency)**
- j) De-scaling of condensers minimum once in a year_with C shine/coil clean / Vem clean (Approved Chemicals). **(Material and Labour in the scope of Agency)**
- k) Repair and reinstallation of spares of cooling Towers cap 150 to 200 TR(cooling tower motor, fan blade, sprinkler, coupler) **except Fills. (Material and Labour in the scope of Agency)**

Note :-

Materials. 1. All OEM major spares of Chiller machine 155 TR capacity such as Compressors, Condensers, PCB main control cards, oil level sensors, refrigerant pressure sensors, flow sensors, oil, and transducers shall be supplied by NIPER.

Works 2. Rewinding of Compressors, repair of main screws is in the scope of NIPER.

3.2.2 AHU's and FCU's (As per Appendix-10 AHUs – 36 Nos and FCUs – 158 Nos)

- a) Rewinding of all motors of various capacities from 1/16 HP to 11 HP installed with AHU's and FCU's. Burnt /damaged copper wire from the motor rewinded can be retained by the Agency. **(Material and Labour in the scope of Agency)**
- b) Cleaning of cooling coil all AHU's and FCU's should be done with C shine/coil clean / Vem clean to be done once in a year. **(Material and Labour in the scope of Agency)**
- c) Repair of Shafts, pulleys, blower, foundation pad, motor mounting plates, dampers, fire dampers and belt guard of AHU'S. **(Material and Labour in the scope of Agency).**
- d) Repair of cooling coil and drain tray and pipe. **(Material and Labour in the scope of Agency).**
- e) Repair/replacement of valves upto 50mm / strainer upto 50mm / motorized valve upto 50mm connected in the pipeline of AHUs/FCUs. **(Material and Labour in the scope of Agency).**
- f) All electrical spares such as contactors, relays, MCCBs, MCBs and switch fuse units. **(Material and Labour in the scope of Agency).**

3.2.3 PACKAGED PLANT (As per Appendix-10 Package Unit – 07 Nos of TR 90)

- a) De-scaling of condenser of all package units with de-scaling agent of Nalco/scale foe are in the scope with all material and labour.
- b) Refilling of gas in case of any leakage during running or after repair in compressor or replacement with new compressor along with filter. **(Material and Labour in the scope of Agency)**
- c) Cost of terminal block/plate for Electrical connections shall be borne by the agency.
- d) Rewinding of pump motors/fan motors/blower motor and repair of all pumps/fan motor of cooling tower mentioned in Appendix-10 including repair and replacement of damaged impeller/strainer/ seal/bush/shaft/bearing/glands/grease/dori etc. **(Material and Labour in the scope of Agency).**
- e) All electrical spares such as contactors, relays, MCCBs, MCBs and switch fuse units. **(Material and Labour in the scope of Agency).**
- f) New Compressor for replacement if required shall be provided by NIPER.

3.2.4 Window A/C/Split A/C/Water Cooler (As per Appendix-10 Window ACs – 107 Nos of TR 160, Split ACs – 197 of TR 360 and Water Coolers – 36 Nos of TR 36)

- a) Coil cleaning of all above machines (C-Shine/Vem clean/Coil clean) with all material and labour. **(Material and Labour in the scope of Agency)**
- b) Refilling of gas in case of any leakage after repair/reinstallation of new compressor. **(Material and Labour in the scope of Agency)**
- c) Replacement of Capacitors (starting/running)/ over load/ relay/ thermostat Electronic PCB/Capillary/strainer/suction-discharge valve etc. **(Material and Labour in the scope of Agency)**
- d) Rewinding of blower/fan motor or replacement of damaged motor if required of various capacities installed with Window A/C/Split A/C/Water Cooler. **(Material and Labour in the scope of Agency).**
- e) **New Compressor for replacement if required shall be provided by NIPER.**

3.2.5 Hot Water Generator (As per Appendix-10 27 KW – 02 Nos and 60 KW – 01 No.)

- a) Replacement of coil heater with gaskets for leak proof joints. **(Material and Labour in the scope of Agency).**
- b) Repair of frame work and outer shell including jointing/welding process. (-do-)
- c) Repair/replacement of wiring and connectors. (-do-)
- d) Repair of electrical panels, cabling, inter connections and indicators etc. (-do-)
- e) **New coil heaters of hot water generators, if required, for replacement shall be provided by NIPER.**

3.2.6 Ice Flakers (As per Appendix-10 02 Nos - 02 TR capacity)

- a) Cleaning of condenser coil. **(Material and Labour in the scope of Agency).**
- b) Repair of ice cutter, bearings and gear box. - (-do-)
- c) Repair and replacement of electrical, overload relay and control wiring. -(-do-)
- d) Repair and replacement of drain connection. - (-do-)
- e) **New Compressor for replacement if required shall be provided by NIPER.**

3.27 Air Coolers (As per Appendix-10 6 ft – 11 Nos and 3 ft (approx) - 19 Nos.)

- a) Bush pads shall be provided by the agency and to be replaced once in a year.
- b) Rewinding of blower motor/pump shall be in the scope of agency

Formats of all the respective AC machinery for carrying out maintenance on daily, weekly, monthly, yearly shall be provided by NIPER as per the scope of work.

3.3 Details of Head No. 3

Annual Operation of Air Conditioning Plant & AC Equipments.

It consists of operations of Centralised Chiller machines capacity 155 TR x 4 Nos along with Cooling Towers, Chillers & Condenser Pumps, Electrical Panels, Sub Panels, Machine Control Panels, Package Air Conditioning 15 TR x 6 Nos, 10 TR x 4 Nos and related Accessories.

3.3.1 The AMC will be the period of 12 months in a year. The operation of centralized AC plant will be in three shifts. The air conditioning (**cooling**) shall be from the month of Mar to Nov and air conditioning (**heating**) from the month of Dec to Feb (+ - 15 days approx) in a year. The various parameters which shall be covered under this Head shall include the followings :-

- a) Operation of Centralised AC Plant consisting of chillers cap 155TRx4 Nos , Control panels, related cooling towers, Electrical Panels, Valves on pipelines/AHU/FCUs, duct/ dampers and other related accessories etc
- b) Operation of Packaged AC's cap 15TR and 10TR located in convention centre ,management building , library in complete with control panels, cooling towers, electrical panels, valves on pipelines, duct/dampers and other related accessories etc during Seminars/conferences (2 to 3 on average/month) in a year as and when required by the institute.
- c) Operation of hot water generators capacity 27 kw x2 nos and 60 kwx1no for old and new Animal houses , NTC in complete with control panels, valves, duct/dampers etc.
- d) Taking daily readings of all the machines covered under head 1 & 2 and precision AC machines cap 5.5 TR x5 nos of Block A in the respective log books/registers

3.3.2 Manpower For General Shift

S.No.	Designation	Category	Qty	Qualification and Experience
(a)	Technical supervisor	Highly Skilled	01 No	Diploma/ ITI in Air Conditioning and Refrigeration having experience of minimum five years in supervisor capacity engaged in handling of centralised AC plant consisting of screw/centralized chillers, pumps, water coolers, window/split ACs, AHUs/ FCUs, electrical panels and allied fields in reputed companies/ Institutes. Sound health/ physical fitness/driving license is essential. Age –Upto 45 years.
(b)	AC Plant Operator	Skilled	01 No	Minimum 10 th passed with experience of 05 years / ITI AC & Ref with experience of 03 years in operation of centralized AC plants consisting of screw/centralized chillers, pumps, water coolers, window/split ACs, AHUs/ FCUs, electrical panels and allied fields in reputed companies/ Institutes. Sound health/ physical fitness/ driving license is essential. Age –Upto 45 years.
(c)	AC Electrician	Skilled	01 No	ITI Electrical having experience of minimum five years AC Electrician, engaged in handling & maintenance of centralised AC plant consisting of screw/centralized chillers, pumps, water coolers, window/split ACs, AHUs/ FCUs, electrical panels, Motor terminal points, checking of windings and allied fields in reputed companies/ Institutes. Sound health/ physical fitness/ driving license is essential. Age –upto 45 years.
(d)	AC Plant Helper	Un-Skilled	01 No	AC Plant Helper qualification Min 10 th having 2-3 years of experience in the field of Air Conditioning. Sound health/ physical fitness is essential. Age –upto 40 years.
(e)	AC Mechanic (Mech)	Skilled	02 Nos	ITI in Air Conditioning and Refrigeration having experience of minimum five years engaged in handling of centralised AC plant consisting of screw/centralized chillers, pumps, water coolers, window/split ACs, AHUs/ FCUs, electrical panels and allied fields in allied fields. Sound health/ physical fitness/ driving license is essential. Age –upto 45 years.

Manpower for Second Shift & Third Shift

a)	AC Plant Operator	Skilled	02 Nos	ITI AC & Ref with experience of 03 years/ Minimum 10 th passed with experience of 05 years in operation of centralized AC plants system and having sound knowledge of air conditioning. Sound health/ physical fitness is essential. Age –upto 40 years.
b)	AC Plant Helper	Semi Skilled	02	Qualification Minimum 10th having 2-3 years of experience in the field of Air Conditioning. Sound health/ physical fitness is essential. Age –Upto 40 years.

Total Man Power – 10 Nos. (Highly Skilled – 01, Skilled – 06, Semi Skilled-01, Un-skilled-02).

Note :-

- 1 Since the centralized Air Conditioning services are essential in nature, so the agencies manpower, if required by NIPER, may have to work extra 02 hours daily, without any additional cost to NIPER. Labour charges on this account shall be in the scope of Agency.
2. Engineer's visit from Principal Company as and when required/ during emergencies to check the performances of all Screw chillers and Packaged plant and for carrying out preventive/breakdown maintenance under his own supervision.
3. All the workers engaged by the Contractor shall have to work as per the scope of the work mentioned at Head No. 1, 2 and 3 above.
4. All the manpower engaged by the contractor at NIPER site shall report to Engineer-in-Charge (Mechanical) for all type of various air conditioning works during the period of contract.
5. The contractor shall submit all proofs related to qualification and experience w.r.t workers deployed at NIPER site to engineer-in –charge ,NIPER after being awarded the contract.

(Signature of the Tenderer)

4. TERMS AND CONDITIONS TO BE READ WITH SCOPE OF WORKS

1.1 Comprehensive Maintenance Contract (CMC) of Air Conditioning Chillers Capacity 155TR x 2 Nos.

- 1.1.1 CMC shall be for centralized screw type Chiller machines , Capacity- 155 TR each and Qty- 2 Nos and allied factors involved in operation and maintenance
- 1.1.2 CMC for the chillers shall be for a period of 9 months i.e. March to Nov in a year. Variation up to + - 15 days in cooling or heating as per the requirement of the institute due to change if any in the ambient temperature conditions or otherwise, are inclusive in scope of work.
- 1.1.3 The Serial Nos of the chiller machines (2 Nos) under CMC are :-
- Chiller Machine No 1 - 205189/24213, Capacity 155 TR Model 30HXC155A.
Chiller Machine No 4 - 208232/120673, Capacity 155 TR Model 30HXC155A.
- 1.1.4 **Work under CMC shall be as per the scope of work mentioned under Head No-1.**
- 1.1.5 The Agency has to deploy one Engineer for emergency visits as and when required having vast experience and well versed with the screw chillers/ centrifugal chiller machines under whose supervision the maintenance work shall be undertaken at NIPER site.
- 1.1.6 The Agency may have to depute additional manpower if required to rectify the fault during major maintenance or otherwise as per requirement at site.
- 1.1.7 Various factors involved for execution of the maintenance activity at NIPER or outside NIPER as required such as transit of Spares, Insurance, Loading unloading, damaged material during transit or during maintenance ,increase in cost of spares /labour etc shall be in scope of the Agency.
- 1.1.8 The Agency has to keep ready stock locally of all the spares including 75TR compressor with motor set as required to carry out maintenance to avoid down time of the chiller due to procurement of spares. Suitable penalty shall be imposed as deemed fit by the site Engineer in charge, NIPER if the spares are not arranged within 12 hours from the time their requirement is generated.
- 1.1.9 The general fault should be rectified within 24 hours.
- 1.1.10 In case of major repairs or during the time the chiller machine is not in functional condition, the Agency may use the chiller machine no 4 at site subject to permission of the Engineer-in-Charge. The time period of use of this chiller machine shall be limited to period of maximum 45 days and beyond that the usage of chiller shall be chargeable @ 5000/- per week and that also limited to 2 months. In case the agency is still not able to rectify the fault, it will be presumed that the Agency is incapable and not resourceful enough to carry out the work within stipulated time period. In such situation the order of the agency shall stand cancelled.
- 1.1.11 Necessary preventive maintenance shall have to be carried out by the agency as per the schedule to ensure uninterrupted operation of the chiller machines during the season period.

1.2 Annual Maintenance Contract for Air Conditioning Plant & AC Equipments.

AMC shall be for centralized screw type Chiller machines Capacity- 155 TR each Qty- 2 Nos and shall also include the followings :-

Chilled/Condenser Water pumps, AC Electrical Panels, Cooling Towers, AHUs/ FCUs, Piping & Electricals wiring, control cabling Packaged Air Conditioners and their cooling Towers, Split/Window ACs, water coolers, Hot Water Generator, Ice Flakers machines, Air Coolers, , etc as per site and as mentioned in Appendix-10 are inclusive in the AMC.

1.2.1 AMC for the chillers shall be for a period of 9 months i.e. March to Nov in a year. Variation up to + - 15 days in cooling or heating as per the requirement of the institute due to change if any in the ambient temperature conditions or otherwise, are inclusive in scope of work.

1.2.2 The Serial Nos of the chiller machines under AMC are :-

Chiller Machine No 2 - 205188/24213, Capacity 155 TR Model 30HXC155A.

Chiller Machine No 3 - 208233/120673, Capacity 155 TR Model 30HXC155A.

1.2.3 **Work under AMC shall be as per the scope of work - Head No. 2.**

1.2.4 The Agency has to deploy one Engineer for emergency visits as and when required having vast experience and well versed with the screw chillers/ centrifugal chiller machines under whose supervision the maintenance work shall be undertaken at NIPER site.

1.2.5 The Agency may have to depute additional manpower if required to rectify the fault during major maintenance or otherwise as per requirement at site.

1.2.6 Various factors involved for execution of the maintenance activity at NIPER or outside NIPER as required such as transit of Spares, Insurance, Loading unloading, damaged material during transit or during maintenance ,increase in cost of spares /labour etc. shall be in scope of the Agency.

1.2.7 The Agency has to keep ready stock/ arrange within maximum 12 hours all the spares as mentioned in the Scope of Work - Head No. 2.

1.2.8 All the complains regarding air conditioning received from users in the campus shall be in the form the job cards to be provided by NIPER.

1.2.9 Spares not in the scope of Agency but required at site in emergency conditions the contractor may have to execute the job and payment shall be made subject to prior approval of the Engineer-in-Charge.

1.2.10 Any fault observed in the air conditioning machines including chillers shall be immediately reported to the Engineer-in-Charge.

1.2.11 All records pertaining to maintenance (preventive and break down) shall be kept updated for verification of Engineer-in-Charge.

1.2.12 Records of materials consumption shall be maintained by the Contractor.

1.2.13 The general fault should be rectified within 24 hours.

1.3 Operation of Air-conditioning Plant and AC Equipments

1.3.1 **Work under Operation shall be as per the Scope of Work - Head No. 3.**

1.3.2 The centralized Air Conditioning plant shall have to run in 03 shifts daily. Any changes in timings of the operation, if required shall be made by Engineer-in-Charge(Mech/Elec).

1.3.3 Being essential services it is required that tenderer has to provide manpower even on weekly offs or holidays.

1.3.4 In case of any defects/ damages is occurred to any of the machine, part of the system during operation of the system or otherwise due to negligent of the contractor or his worker, the same will have to be rectified by the contractor free of cost within the time period allotted by Engineer-in-Charge.

- 1.3.5 The tenderer will be responsible for smooth and trouble free running of installed system during each shift.
- 1.3.6 The contractor will also keep a Inspection Book for Inspecting Officer of the Department and shortcomings/ instructions of Inspecting Officer of Deptt. shall be recorded in it. The same has to be followed by the contractor.
- 1.3.7 The Contractor shall provide and employ on the site in connection with the works only such efficient and competent Engineers and Supervisors and other skilled, semi-skilled and unskilled labour as are necessary for the proper supervision and timely execution of the works. Orders given to the Contractor's Engineer/Supervisors shall be considered to have the same force as if these had been given to the Contractor himself.
- 1.3.8 The contractor shall engage obedient, honest and trust worthy labourers for work. If in the opinion of the Engineer, any operator / labourer is found to be not suitable for work or is of doubtful character/conduct, he shall at once be removed from the service without any prior notice.
- 1.3.9 Defective work, if any, will be brought to the notice of the Contractor by the department. He shall at once take necessary steps to set right the defective work. For the work, which is not satisfactorily completed by the Contractor, the NIPER reserves the right to deduct from the bills, the amount proportional to the work not done. The Engineer-in-Charge may also engage the required skilled/ semiskilled/ unskilled labour force for completing the unsatisfactory work at the cost of the contractor and deduct the wages paid from monthly bills.
- 1.3.10 The Engineer-in-Charge shall be at liberty to object to and require the Contractor to remove forthwith from the works any person who, in the opinion of the Engineer misconducts himself or is incompetent or negligent in the performance of his duties and such person shall not be again employed upon the works without the written permission of the Engineer. Any person so removed from the works shall be replaced by the Contractor as soon as possible by a competent substitute.
- 1.3.11 All the workers so engaged by the Contractor should have sound health and physically fit. They must have good communication skills and should well conversant with Hindi, Punjab and English languages.
- 1.3.12 During the execution of services unless otherwise specified, the contractor shall at his own risk provide the material necessary for the safety of all the workmen and shall ensure that no damage, injury or loss is caused or is likely to be caused to any person or property.
- 1.3.13 The Contractor shall maintain all the service record of each and every Air Conditioning machine during the period of contract and should be available as and when required by the Engineer-in-Charge. Format of the same shall be available from office of Engineer-in-Charge.
- 1.3.14 It is advisable to the contractor and his manpower engaged in maintenance and in the shift operations operator of the shift must ensure proper handover charge to the next shift operator. In case the next shift operator does not reach in time/absents, the existing shift operator shall have to continue in the next shift or till substitute person is arranged by the contractor.
- 1.3.15 The supervisor /workers shall have to keep the operational and maintenance records of all the machines under the contract in the specified formats /registers wherever applicable.

- 1.3.16 The revision of VDA on minimum wages to the workers of each category i.e Highly skilled , skilled ,semi skilled , unskilled shall be payable as per the rules and regulations applicable as per the order of The Chief labour Commissioner(central),New Delhi, as applicable from time to time.
- 1.3.17 The Installations will have to be manned and operated on all days irrespective of Sunday and Holidays as per instructions of Engineer-in-charge (mechanical/electrical). The rate quoted shall be deemed to include for manning and operation of installations on all days of the week. However, one weekly off will be given to each person and other Holidays as per rules on rotation basis.
- 1.3.18 A tentative schedule of running hours of all the installations covered in the Contract shall be prepared as decided by Engineer-in-Charge and will be followed accordingly.
- 1.3.19 The persons employed for operation etc. shall be qualified and experienced in the trade for which they have been employed. The contractor shall produce their certificates of qualifications and experience when called upon. However, the qualification and experience may be relaxed in case of candidate having adequate knowledge, experience and exposure of the concerned field. the accepting officer reserves the right to reject the employment of such persons forthwith. No claim, whatsoever ,shall be entertained on this account.
- 1.3.20 The persons employed on operation of installation shall limit their movements for the particular installations and shall no trespass the surrounding areas.
- 1.3.21 The persons employed on operation of installation shall have thorough knowledge of safety precautions during emergency cases and also well conversant with Indian Electricity Rules/ Regulations, Safety Rules and Indian Factory Act Rules as applicable on Installations which fall under the preview of the contract.
- 1.3.22 The company shall display necessary notice board indicating all precautionary measures to be taken by manning /operating staff. In addition, the working staff of contractor may have to do extra work in a day for two hours if required.

(Signature of the Tenderer)

2. LIST OF AIR-CONDITIONING EQUIPMENTS INSTALLED AT NIPER

UNDER CMC and AMC

S. NO.	Type of Equipment/ Accessories	Location	Qty
1.	Main Central Screw chilling machine Capacity 1 x 150 TR each (Make Carrier) under CMC.	Central AC Plant	02 Nos.
2.	Main Central Screw chilling machine Capacity 1 x 150 TR each (Make Carrier) under AMC.	-do-	02 Nos.
3.	Electric control Panel of Screw Chiller	-do-	04 Nos
4.	Cooling tower 160 TR Capacity along with its motors and related accessories CT Fan motor 7.5 HP	-do-	02 Nos.
5.	Cooling tower 200 TR Capacity along with its motors and related accessories pump CT Fan 7.5 HP	-do-	02 Nos.
6.	Condenser water pump 15HP - 20 HP AC plant room	-do-	05 Nos.
7.	Chiller water pump 15 HP – 25 HP AC plant room	-do-	08 Nos.
8.	Air Handling unit (AHUs) complete with its Motor and all related accessories & LT panel with capacity range 800 CFM to 7500 CFM	Block `A` to `F`, CAF, NTC, Dosage Form, Central Seminar Hall	36 Nos.
9.	Fan Coil Units along with accessories 1.5 TR TO 2.5 TR(Block A to F)	Block `A` to `F`	158 Nos.
10.	Mono block Pumping Set	Central AC Plant	05 Nos
11.	KDS 15 HP Pumping set	-do-	04 Nos
12.	Mono 10 HP Block Pumping Set for boilers	-do-	02 Nos.
13.	Boiler 60 KW 4 Steps for Animal House	-do-	01 No.
14.	Humidifier	-do-	03 Nos.
15.	Main Electric Panel with 2 Nos. 1000 amp, Air Circuit Breaker in the incomer and 25 Nos. outgoing through 250 amp., 200 amp., 63 amp., switches and all related accessories and controls including all switchgear.	-do-	01 set
16.	Main Electric Panel with 1 Nos. 800 amp, Air Circuit Breaker in the incomer and outgoing of various current rating and all related accessories and controls	-do-	1 set
17.	Console desk panel.	Central AC Plant & Utility section	01 No.
18.	Windows Air Conditioners in different blocks/offices/guest house/Labs of rating 1.5 TR to 2.0 TR.	Block `A` to `I`, Sectt Bldg, Adm Bhavan, Guest House, Heritage, NBC, TB Tab, Mgmt, Library, Cafeteria, Dispensary, NPFL	107 Nos. (160 TR)
19.	Water Coolers 80 lit to 150 lit in different blocks/offices/guest house/Labs/hostels.	Block `A` to `I`, Sectt Bldg, Adm Bhavan, Guest House, NBC, Mgmt, Library, Cafeteria, Dispensary, NPFL.	36 Nos. (36 TR)

LIST OF AIR-CONDITIONING EQUIPMENTS INSTALLED AT NIPER

UNDER CMC and AMC

20.	Split Air Conditioners including cold room split ACs in different blocks/offices/Labs capacity of 1.5 -2.75 TR and 5 TR.	Block `A` to `I`, Sectt Bldg, Adm Bhavan, Guest House, Heritage, NBC, TB Tab, Mgmt, Library, Cafeteria, Dispensary, NPFL.	197 Nos (360 TR)
21.	Water cooled package Plant along Cooling Towers, Pumps Main LT, Panel along with related accessories capacity range 10 TR to 15 TR.	Conventional Centre & Management Building	07 sets (90 TR)
22.	Ice Flaker Machine of 1 TR capacity compressor	Utility Section	02 Nos. (2 TR)
23.	MS Pipe line for chilled water of sizes 19 mm to 250mm spread from Central AC plant to all teaching blocks (A-F), convention centre and other buildings	Block `A` to Block `F`	lot
24.	Gate valves/butterfly valves/Motorized Valves/Ball valves/Globe Valves of various sizes ranging from 19mm to 250 mm from Central AC plant to all teaching blocks, convention centre and other buildings	-do-	lot
25.	Air Handling unit double skinned with Heat Recovery wheel and supply and exhaust Air Blower related and accessories Capacity CMH 5440, 5100 and 6000.	New Animal House and GLP	04 Nos.
26.	Hot Water Generator 27 KW with wiring and control panel along with dehumidifier.	-do-	02 Nos (54 KW)
27.	Hot Water 60 KW with wiring and control panel.	Hot water generator room	01 No. (60 KW)
28.	Mono block pumps 1.0 HP	-do-	02 No.
29.	LT Panel with Incomer 200 amp. And outgoing circuits along with control wiring etc.	-do-	02 No.
30.	Air Washer units approx capacity 7500 CFM along with its exhaust units of TDC	-do-	02 Nos
31.	Air Coolers 6 ft.	Chenab Hostel, Ravi Hostel, Sectt. Bldg,	11 Nos
32.	Air Coolers 3 ft approx.	Admn Bhavan, Satluj Hostel, Beas Hostel, Security Gate, Engg Block. Sectt. Bldg.	19 Nos

Note :- Addition/deletion of the qty of equipments for maintenance purpose mentioned shall be the sole authority/liberty of Engineer-in-Charge as per institute's / site requirements.

Signatures of Tenderer

3. SPECIAL CONDITIONS

- 3.1 **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 tender as well as the other conditions which may be considered necessary for inclusion in the agreement.
- 3.2 **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 period maximum upto 02 years (Total 03 years from the date of first Work Order) subject to satisfactory performance of the Contractor and submission completion certificate issued by Engineer-in-Charge (Mech/Elect) of NIPER. Regarding the grant of extension to the Contractor for a further period in continuation on the existing Terms & Conditions, shall depend upon the decision taken by the Competent Authorities, NIPER, S.A.S Nagar.
- 3.3 Hike, if any, if deemed fit on Part-A of Price Bid after completion of each year shall be on mutual consent of NIPER and Agency. NIPER shall be at the liberty to give or not to give any hike on PART 'A' (services) to the Agency .
- 3.4 The contractor had to apply for approval to NIPER for revisions in the DA's on minimum wages as per the office order of the Chief Labour Commissioner (Central), New Delhi, as applicable. Implementation of revised wages shall be only applicable after approval of NIPER.
- 3.5 **Identification Badges/Passes**
- 3.5.1 The Contractor shall provide each of the employees with identification badge at his cost. The employees shall display the badges on their person so that the badges are clearly visible for checking by the gateman as they enter the premises of the NIPER. The badges shall be serially numbered. The Contractor's initials shall be printed above with an identification number on the badge.
- 3.5.2 The Contractor should immediately notify the NIPER if any of the badges is lost and a new one issued in its place, or when badges are carried away by discharged labour. No employee of the Contractor without a badge will be permitted to enter the premises of work, except in such cases where special permission of the NIPER/Engineer-in-Charge is obtained.
- 3.6 **Damage to the Equipment/Installation:** The contractor shall be fully responsible for making good any damage/loss due to employment of inexperienced staff or due to negligence of workmen. The same shall be made good by the company as per the existing specification without any extra cost to the Institute. In the event company not full complying with the above provisions to the satisfaction of Engineer-in-Charge (Mechanical/Electrical) the same may be provided by the Institute for which the expenses incurred will be recovered from the Contractor's monthly bills/EMD/Security etc . The decision of Director NIPER in this regard shall be final, conclusive and binding.
- 3.7 **Water and electricity:** water and Electricity required for operation and maintenance of air conditioning plant and allied AC equipments where ever required shall be supplied by NIPER.
- 3.8 **Penalty** :In continuation with the clauses of liquidated damages under General terms and conditions Appendix-7, Cumulative penalty shall be up to max. of 10% of the awarded value of contract.
- 3.9 No installation shall be left unmanned under any circumstances. The watch and ward of machinery/plants shall be contractors responsibility. However, no such compensation will be charged from the company if the installation is not found running for the minimum specified hours due to the following reasons :- Non supply/failure of electricity, failure of pumps/equipment not due to company's negligence/fault, Shut down or other reason which is beyond company's control and justified.

3.10 **Payment Terms**

- 3.10.1 Payments shall be made monthly as per the bill raised by the Agency duly verified by the Mech Engg. Section. The Agency shall deposit documentary proof of fulfilling the statutory requirements like EPF, ESI, ECR, Service Tax as applicable of the previous month along with current bill raised.
- 3.10.2 Delay in raising the bill for payment to NIPER shall be the sole responsibility of the contractor. However the contractor is required to raise bills for payment on completion of the month of service.
- 3.10.3 Any change in the statutory requirements such as service tax, education cess, higher education cess, tax on percentage of total amount, etc. shall be immediately brought to the notice of NIPER authorities for necessary approvals. Without NIPER approval the payment due to change in taxes shall not be payable.
- 3.10.4 The successful contractor should inform the assessing Income Tax Officer concerned about the award of work to him.
- 3.10.5 Tax on the gross amount billed will be deducted from contractor bill by NIPER as per the govt. rules & regulations applicable.
- 3.10.6 Over Payments/Under Payments detected verification will be adjusted from any contractor's running bill/security/EMD deposited with NIPER.
- 3.10.7 The NIPER concerned respective authorities reserves the right to carry out post payment audit of the running/ final bill including all supporting vouchers etc. The NIPER further reserves the right to enforce recovery of any over payment when detected. If as result of such audit any over payment is discovered in respect of any work done by the contractor under the contract, it shall be recovered by the NIPER from the contractor or if any under payment is discovered the amount shall be duly paid to the contractor by the NIPER.
- 3.10.8 Performance guarantee @ 5 % of awarded cost shall be provided by the agency to NIPER from the nationalized Bank on prescribed Performa and the same will remain valid till the completion of the contract duly certified by Engineering Deptt.
- 3.10.9 Security @ 10% of the gross amount of the bill shall be deducted from each RA Bill and will be released after the successful completion of contract duly certified by Engineer-in-charge/authorized official.
- 3.10.10 **The Contractor shall not be permitted amend/ change the wages without the permission of Engineer-in-Charge/ NIPER authorities.**
- 3.10.11 **No advance payment will be given by NIPER . the contractor shall make its own arrangements of funds .**
- 3.11 **Compensation for failure to undertake work**
In case the company fails to undertake the operation and maintenance on any particular day or part thereof, the contractor shall be liable to pay compensation at double the rate of that day to be worked out from their quoted rates. 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's contractors control and Engineer-in-Charge (Elect/ Mech. Section) certify the same. However, the company shall not have any claim over the Institute on this account.
- 3.12 **Company's Representative, Agents and Workman**
Company shall employ only Indian nationals as his representative, servants and workmen after verifying their antecedents and loyalty. Company shall ensure that no person of doubtful antecedents and nationality in any way in associated with the work.
- 3.13 **Wages/Benefits regarding manpower.**
- 3.13.1 It may be ensured that the technicians/workers are paid minimum wages as per orders of Chief Labour Commissioner (Central), New Delhi being issued from time to time. Any statutory variation in the rates as indicated by the government shall be implemented by the contractor and any violation in adhering to Minimum Wages Act, PF, ESI and insurance Act

and/ any labour regulations will be viewed seriously and penal action as deemed necessary will be taken.

- 3.13.2 The contractor will not pay less than minimum wages as notified by Appropriate Authority (Central) to any new worker joining at NIPER site through contractor, as applicable from time to time to his workers. Existing workers, if deployed shall be paid wages as mentioned in Annexure-I of Part=B of Price Bid. However, Engineer-in-Charge in his opinion may fix wages to new persons at rates specified. The contractor shall have no claim whatsoever, if on account of local factor and /or regulations it is required to pay the wages in excess of minimum wages as described above during the execution of work.
- 3.13.3 The contractor has to bring in notice to the NIPER authorities with respect to any increase in minimum wages as specified by the Appropriate Authority (Central) from time to time.
- 3.13.4 ESI/EPF or any other statutory requirement for the benefit to the staff/workman deputed at NIPER site shall be borne by company as per prevalent labour laws and will have to be followed by the agency. **The proof of deposit of funds on account of ESI/EPF in individual member ID of concerned EPFO shall be provided by the contractor along with the monthly bill. NIPER authorities may check the details of deposits by the contractor towards EPF/ESI.** Any discrepancies noticed by the NIPER at any stage shall invite penalty and administrative action as deemed fit by the NIPER authorities.
- 3.13.5 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 and/ or execution of the contract so to be 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 is not applicable to him. In case any discrepancies at a later stage the agency will be fully liable to the liabilities if any.
- 3.13.6 The Tenderer must also have valid EPF Code No. ESI Code No./ Service Tax Code No. throughout the period of contract. He will be responsible to deposit EPF, ESI, Service Tax etc. with the respective departments in respect of the person employed by them for every month. The Department 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/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.
- 3.13.7 The Tenderer shall give an undertaking to the effect in the form of an Affidavit on non-judicial stamp paper of Rs. 50/- duly attested by the Notary Public/ 1st Class Magistrate and the same shall be part of the department.
*This obligation is imposed to ensure that the tenderer is fulfilling its commitment towards it 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.
- 3.14 The Contractor may have to deposit the detailed break up of the wages including statutory deposits as applicable regarding the manpower employed as per the Office Order of Chief Labour Commissioner (Central) and as per the rules applicable regarding statutory requirements along with Price Bid Part `B` for scrutiny, if required by NIPER, S.A.S Nagar.
- 3.15 Maintenance Records : The contractor's quoted rates shall include the expenditure for the following.
- 3.15.1 Cost of stationary required to maintain the records as per requirement of NIPER such as Register for noting down the parameters of running of A/C Plants/Boilers and preventive maintenance records.

- 3.15.2 Log sheets for recording the maintenance schedule for A/C machines.
- 3.15.3 Register showing particulars of contractor's staff employed giving their names, designation.
- 3.16 EARTHING**
Special care shall be taken by the agency for Maintenance of Effective Earthing (Body Earthing) of all equipments as per detail given in Appendix-10 which have been installed at various locations at NIPER. Company is solely responsible for any type of damage occurs due to non earthing of any equipment.
- 3.17 **Fire Precautions:**
The maintenance and operation staff shall strictly observe the instructions pertaining to fire precautions in the NIPER Campus.
- 3.18 **Accident:**
In case of accident or injury, fatal or partial disability, the company shall be solely responsible for settlement of all claims/compensation. The Institute will have the right to recover any sum indicated/claimed by the labour Commissioner/Court Directive. The contractor shall, however, ensure that it has provided all adequate and required means of safety to the workmen.
- 3.19 Termination of Contract on death of contractor**
Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Director, NIPER, SAS Nagar shall have the option of terminating the contract without compensation to the contractor until unless heir/authorized person submits his documentary evidences /capabilities to take the responsibility of the assigned/awarded work to the satisfaction of the competent Authority NIPER .
- 3.20 **Notice** for termination of contract.
The Agency shall have to inform 90 days in advance if it is no more interested to continue contract during the contract period . NIPER shall also have the liberty to terminate contract at any time during the period of contract if found unsatisfactory by giving notice of one month under normal circumstances. In case of extremely adverse circumstances, the Director, NIPER shall be at liberty to terminate contract of hired Agency without giving any advance notice.
- 3.21. All assests covered under CMC and AMC shall be under Jurisdiction of NIPER SAS Nagar . The contractor shall be handed over these assests on temporary basis for the period of contract awarded by NIPER for the purpose of operation and maintenance only. After the completion of the contract period the same shall be handed over back to Niper in good working condition by the contractor.
- 3.21 **BUILDING DETAIL**
The NIPER Campus is spread over the area of 140 acres approx. The campus is covered with various type of buildings like Teaching blocks and Research labs (A-I), Animal houses, Technology development centre, convention centre, GLP, library, management bldg and heritage centre, hostels, Secretariat bldg, substation, utility, Dosage Form and other buildings. Air-Conditioning equipments as mentioned in Appendix-10 have been installed at the various locations in NIPER Campus

(Signature of the Tenderer)

Conditions applicable on agency with respect to 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 (Air Conditioning).

(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 .

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 as deemed fit.

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.

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. 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 of 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 all 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 and/ or execution of the contract so to be 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./ Service Tax Code No. throughout the period of contract. He will be responsible to deposit EPF, ESI, Service Tax etc. with the respective departments in respect of the person employed by them for every month. The Department 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.

This obligation is imposed to ensure that the tenderer is fulfilling its commitment towards it 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. Respective Undertaking format in the tender is mandatory to be filled by the L-1 tenderer.

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 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

PART `A' (SERVICES)

**Name of Work : Operation and Maintenance of Central Air conditioning Plant and other
Airconditioning machines at NIPER SAS Nagar**

Head 1. Comprehensive Maintenance Contract for Centralised chillers Capacity 155 TR x 2 Nos

Head 2. Annual Maintenance Contract for chillers 155 TR x 2 Nos, Packaged Air conditioning, Split Acs, Window Acs, Water Collers, Air Coolers, Ice Flakers & related operational accessories.

Head 3. Operation of chillers of capacity 155 TR x 4 Nos, and related accessories in Centralised Air Conditioning Plant.

S. No	Description of work	Unit	Qty	Period of contract in months	Total Cost (Rates per TR x qty x period of contract)
1	CMC of Screw chillers capacity 155 TR x 2 Nos alongwith related accessories as per site and Scope of Work Head No. 1 (Appendix-8 and Appendix-9).	TR	310	09 months	
2	AMC of Air Conditioning Chillers and other AC Equipments & allied accessories as per site and Scope of Work Head No. 2 (Appendix-8 and Appendix-9).				
	(a) Screw chillers capacity 155 TR x 2 Nos as per Scope of Work Head No. 2. (Appendix-8 and Appendix-9).	TR	310	09 months	
	(b) Hot water generator as per Scope of Work Head No. 2. (Appendix-8 and Appendix-9).	KW	114	03 months	
	(c) Packaged airconditioning as per Scope of Work Head No. 2 (Appendix-8 and Appendix-9).	TR	90	09 months	
	(d) Split AC Unit including split type cold room units (Repair with all spares except compressor as per Scope of Work. Head No. 2 (Appendix-8 and Appendix-9)). Range 1.5 TR to 2.75 TR and 5 TR.	TR	360	09 months	
	(e) Window AC Unit. (Repair with all spares except compressor) range 1.5 TR to 2.00 TR as per Scope of Work Head No. 2 (Appendix-8 and Appendix-9).	TR	160	09 months	
	(f) Water coolers (Repair with all spares except compressor) as per Scope of Work Head No. 2. (Appendix-8 and Appendix-9).	TR	36	09 months	
	(g) Ice flaker machine as per Scope of Work Head No. 2 Work Head No. 2. (Appendix-8 and Appendix-9).	TR	2	09 months	
	(h) Air coolers (Repair, pad and rewinding of fans) as per Scope of Work Work Head No. 2 (Appendix-8 and Appendix-9).	Nos	30	09 months	
* Total (Part `A ') (in fig)					
Total (Part `A ') (in words)					

* Only Part `A' (Services) of the PRICE BID shall the sole criteria for evaluating the lowest bidder.

PART `B'(Manpower for Operation & Maintenance)

S. No	Description of work	Unit	Qty	Period of contract in months	Total wages payable per month as applicable	Total Cost of wages per year (as per Annexure-I of Part-B).
3	Manpower requirement for Operation, Maintenance, Checking & recording of Centralised Air Conditioning Plant and Packaged AC Unit as per Scope of Work (Head No. 3).	Nos	10	12	137390	1648683
Total of Part `B' in Figures						1648683
Total of Part `A' and Part `B' in Figures						
Service Tax @ _____% _____% base value						
Swatch Bharat Cess @ _____% _____% base Value						
Krishi Kalyan Cess @ _____% _____% base value						
Any other statutory taxes, as applicable _____						
Grand Total in Figures						
Grand Total in Words :						

Signatures of Tenderer
Date and Time :
Name of Address of :
Tenderer with Seal :

Note :-

Tenderer must read and comply with the following conditions before quoting the rates in the PRICE BID.

1) Only Part `A' (Services) of the PRICE BID shall the sole criteria for evaluating the lowest bidder.

2) This Part' B'(manpower) of PRICE BID shall not be the considered as criteria for the purpose of evaluating the lowest Bidder.

- 3) The tenderer is not permitted to amend/ change the value marked with respect to wages as mentioned in Part-B of Price Bid. The Annexure-I to Part-B enclosed is for reference to the tenderer with respect to wages to be disbursed to the workers under this contract by the contractor.
- 4) The contractor shall have to pay Rates of wages mentioned above against each category of workers at NIPER site until unless revised by the approval of NIPER .
- 5). Revision of VDA on minimum wages as applicable shall be in force as per the order of Chief Labour commissioner (Central)New Delhi , as issued from time to time
- 6) Tenderer is required to fill the rates and total cost in respective columns mentioned above.
- 7) No cutting, eraser and overwriting is permitted.
- 8) Conditional Price Bid shall invite cancellation of tender.
- 9) The tenderer should quote the Rates against each item S.No in PART 'A' of the PRICE BID shall include all services inputs such as contractor's profit margin, cost of spares required for all machines/equipments as applicable , special /specific machining works required from market , major minor repairs , hiring of experts ,deployment of Engineer medical emergencies to workers , all type of insurances involved, conveyance and communication charges to workers for assigned works , loading/ unloading charges, office charges, over head charges of the Contractor at site or otherwise . etc for providing smooth services to NIPER .
- 10) The tenderer should quote their rates after taking into consideration existing conditions of AC Plant and shall be taken over "as is where is basis" conditions
- 11) Service tax as applicable shall be extra.
- 12) Technical Bid Part-I may please be referred to find various details of works before quoting in the Price Bid.
- 13) NIPER reserves the right to amend/review the wages of any worker in Part-B as deemed fit by Engineer - in-charge during the period of contract
- 14) Any other statutory requirements applicable to services/ workers from time to time shall be payable by NIPER to contractor after the reqd. approvals from NIPER
- 15) The decision of The Director, NIPER with regard to all the matters concerning legal, financial ,administrative,technical etc concerning this tender shall be final and binding on the Contractor.

I accept all the Terms & Conditions mentioned the tender documents.

Signatures of Tenderer
Date and Time :
Name of Address of :
Tenderer with Seal :

Annexure-I to Part-B

PRICE BID

PART `B'(Manpower for Operation & Maintenance)

Details are rates of wages applicable to manpower to be deployed by tenderer for contract of Operational and Maintenance - CMC and AMC of Centralised Air Conditioning Plant and allied Air Conditionig Equipments at NIPER, S.A.S Nagar

S. No.	Description	Category	No of Man Power required	Shift	Present wages per month upto 31.03.2017	Present total amount of wages per month	Total Amount of Per Year	
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	
1	Technical Supervisor	Highly Skilled	1	G	13312	13312	159744	
2	AC Plant Operator	Skilled	3	G	12064	36192	434304	
3	AC Electrician	Skilled	1	G	12064	12064	144768	
4	AC Plant Helper	Semi Skilled	1	G	10296	10296	123552	
5	AC Plant Helper	Un-Skilled	2	G	10166	20332	243984	
6	AC Mechanic (Mech)	Skilled	2	G	12064	24128	289536	
		Total	10	Total		116324	1395888	
	Employer contribution to ESI @ 4.75%						5525.39	66304.68
	Employer contribution to EPF @13.36 %						15540.89	186490.64
				Total		137390.28	1648683.32	

I accept all the Terms & Conditions mentioned the tender documents.

Signatures of Tenderer
Date and Time :
Name of Address of :
Tenderer with Seal :

