

NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION & RESEARCH
SECTOR-67, S.A.S. NAGAR -160062

1. Name of Work: Annual Maintenance Contract for Civil and Public Health Works at NIPER, S.A.S Nagar.

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

TENDER NOTICE

Annual Maintenance Contract for Civil and Public Health Works at NIPER.

Sealed item rate tenders in two bid system are invited on behalf of the Director, NIPER from the contractors enlisted with CPWD, State PWD, MES & Railways having experience in executing similar type of works as detailed below: -

Sr. No	Name of work	Estimated Cost (Rs. In lacs)	Cost of Tender documents (In Rs.)	EMD (Rs. In lacs)	Time allowed for Completion	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 tech. bid
1.	Annual Maintenance Contract for Civil and Public Health Works at NIPER, S.A.S Nagar.	38.72	1000/-	0.77	12 months	31.07.17	30.08.17 upto 3.00 pm	30.08.17 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 (Part I – 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) PAN No and Service Tax No.. (Documentary evidence to be attached).
 - (b) Documentary evidence of registration with EPF and ESI authorities.
 - (c) Average annual financial turnover during the last 3 year, ending 31st March of the previous Financial Year, should be at least **Rs. 38.72 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 in a Govt. deptt./Govt organization /autonomous institutes undertaking during last 7 years, ending last day of month previous to the one in which tenders are invited either of the following:

I. Three similar Completed works costing not less than the amount equal to **Rs. 15.49 lacs.**

or

II. Two similar completed works costing not less than the amount equal to **Rs. 23.23 lacs.**

or

III. One similar completed work costing not less than the amount equal to **Rs. 30.98 lacs.**

(Similar nature of work means Annual Operation and Maintenance Contract for Civil and Public Health Works in any Govt. dept./Govt organization /autonomous institutes).

- (f) Valid enlistment certificate with any of the Government Organizations noted above to be enclosed.
3. Eligibility Criteria documents Part I – Technical Bid (must be submitted in 1st envelope along with EMD) will be opened in the presence of tenderer or their representative who may wish to be present.
 4. Price bid – Part II (to be submitted in separate envelope) of parties who qualify in the Eligibility Criteria will be opened on a subsequent date to be intimated separately.
 5. The offer will remain valid for three months from the last date of submission of tender.
 6. Telegraphic, Fax, conditional and tenders not submitted strictly as per eligibility criteria requirements and without EMD shall not be accepted.
 7. 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 works in NIPER. The department reserves the right to verify the particulars furnished by the applicant independently.
 8. The tenderer should visit the site before filling in the tender, so that he could assess the requirement of the manpower of that particular nature of work.
 9. Director, NIPER reserves the right to accept or reject any or all the tenders without assigning any reason thereof.
 10. The quotations are to be kept in a sealed cover super-scribing on the envelope **“Annual Maintenance Contract for Civil and Public Health Works”** as per schedule given in tender notice at page No.2 of tender document addressed to Director, NIPER. The quotation must be accompanied by forwarding on letter head of your company mentioning (I) Name of Contract, (II) reference of this Tender number and (lii) date of opening of Quotation. Your quotation should be deposited in **TENDER BOX** located at 1st Floor Administrative Bhawan. The bids will be opened in the Conference Room on the first floor of Administrative Bhawan on NIPER in the presence of tenderers, whosoever may wish to be present. The institute shall not be responsible for any postal delays and quotations received after the stipulated date & time shall be summarily rejected. Quotations through FAX / E-Mail will not be entertained. The date & time of opening of financial bid will be conveyed later on.

(Signature of the Tenderer)

MEMORANDUM

Name of work : Annual Maintenance Contract for Civil and Public Health Works at NIPER, S.A.S Nagar.

1. Estimated Cost : Rs. 38.72 lacs
2. E.M.D : Rs. 0.77 lacs
3. Completion Time : 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.
6. Date and time of issue of tender documents. As per Tender
7. Date and time of submission of Tender documents. -do-
8. Date and time of opening of Tech. Bid. -do
9. Date and time of opening of Price Bid. Will be conveyed via email to the successful bidders
10. Validity of Tender : 90 days from the date of opening of Tech. Bid.
11. Tender Forms are not transferable.
12. Price bid will be opened of only those parties who qualify in the Tech. Bid.
13. Telegraphic, fax, conditional and tenders without EMD shall not be accepted.
14. Canvassing in any form will entail disqualification.
15. Director NIPER reserves the right to accept or reject any or all the tenders without assigning any reason.

Dated the Day of

Signature of Issuing Officer

**(With seal of the firm)
(Signature of the Tenderer)**

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, 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 Bank 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 form to any persons or use the information in any manner prejudicial to the safety of the institute.

I/We have carefully gone through the Scope of Work, General Rules and Regulations and Special Conditions contained in this contract. I/We hereby declare that the company/firm is not currently debarred/black listed by any Government / Semi Government organizations/ Institutions in India or abroad for any corrupt or fraudulent practices. I/We further certify that I/We are competent to make this declaration.

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 :

SCOPE OF WORK

SCOPE OF WORK. Broad scope of work involved attending to the day to day maintenance complaints for Civil and Public Health Works in the campus including maintenance for the same by deployment of requisite strength of un-skilled, Semi-skilled, Skilled and Highly Skilled manpower equipped with necessary tools and tackles. The constructions material required for undertaking above jobs will be provided by NIPER free of cost.

Civil Works Maintenance will broadly involve

- a) Engagement of Masons and helpers for General and Maintenance to brick work, plastering plain and reinforced cement concrete, different types of flooring, wall filling, external cladding and finishing works, repair of roof treatments, plinth protection, structural steel works, underground water tanks, pavements, manhole, gulley traps, road gulleys, inspection chambers, valve chambers and other general day to day civil maintenance works/jobs.
- b) Engagement of carpenters and helpers for general repair and maintenance of existing doors, windows and their fittings, replacement of glass panes of doors, windows and aluminium partitions erection of display boards and banners during various workshops and other general miscellaneous day to day carpentry maintenance repair works/jobs.
- c) Engagement of painters and helpers for patch works/ part repair and maintenance of painting jobs on walls, wood works, wooden/ steel doors, windows, structural steel works and other required surfaces.
- d) Engagement of manpower for anti termite treatments works.

Public Health Works

Water Supply

- a) Maintenance of external water supply installation in NIPER premises for supply of water to all the campus around the clock, operation of tubewells and valves, maintenance of all water supply lines and sluice valves/ gate valves, rising main, down take and scour pipe lines of OHSR.
- b) Maintenance of all internal water supply lines of buildings, checking leakage water from sanitary pipes and fittings, PVC water tank etc. in all buildings of Institute.
- c) Repairing/ cleaning and maintenance of sewer lines, manholes, inspection chambers, gulley traps and floor traps in the campus buildings.
- d) Operation/ Maintenance of Effluent Treatment Plant.
- e) Renovation/ Major addition/ alterations will not be included in the scope of works defined above.
- f) Execution of supervision of all Public Health and Civil Works in campus and other jobs as directed by concerned NIPER Engineer-in-Charge will also be included in the scope of the contract.
- g) The Contractor will be responsible for maintenance of day to day record of maintenance jobs done as per job cards and written/ verbal instructions of concerned NIPER Engineer-in-Charge.

(Signature of the Tenderer)

GENERAL RULES AND REGULATIONS

1. In the event of the tender being submitted by a firm. It must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney is to be produced with the tender and must disclose that the firm is duly registered under the Indian Partnership Act,
2. Conditional tenders & tenders not filled as per instructions contained in DNIT are liable to be rejected
3. Rate(s) and /or amount(s) must be quoted in decimal coinage Amount must be quoted in full Rupees by ignoring fifty paise and less and considering more than fifty paise as Rupee one.
4. EMD of successful Tenderer will be converted into Security Deposit. Security Deposit will be refunded after successful completion of defect liability period of one year.
5. The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement,.
6. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
7. Sales Tax, Purchase tax, Turnover Tax or any other tax on material in respect of the contract shall be payable by the contractor and NIPER will not entertain any claim whatsoever in respect of the same.
8. The rate for all items of work, shall unless clearly specified otherwise include cost of all labour, materials and inputs involved in the execution of the item.
9. Any clarification required to be sought may be obtain from Engineering Section, NIPER before due date of submission of Tender.

(Signatures of the Tenderer)

GENERAL CONDITIONS OF CONTRACT

1. **INSPECTION OF SITE**

The Tenderers shall contact the Engineer- in- charge for the purpose of inspection of site and relevant documents, other than those sent herewith, who will give reasonable facilities for this purpose, the Tenderers shall also make themselves familiar with the working conditions, accessibility to site, availability of materials and other conditions which effect the entire completion of work under this contract. The contractor should also satisfy himself as to the nature of the existing means of transportations and communications. The Tenderers shall deemed to have visited the site and made themselves familiar with the working conditions before submitting the tender irrespective of the fact whether they inspect the site or not.

1.2 Tenderers are required to carefully study and carry out the site inspection of each installation/ buildings etc to apprise themselves of all the relevant factors. The requirement of staff indicated in the appendices is minimum. Any additional requirement of manpower to attend emergencies will have to be arranged by the contractor at his own cost.

2. **Performance Guarantee**

- (i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within 15 days from the date of issue of letter of acceptance. This guarantee shall be in the form of Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor payment against the said fixed deposit receipt of any Bank is furnished by the contractor to the NIPER as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the NIPER to make good the deficit .
- (ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- (iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the NIPER is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of :
 - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - (b) Failure by the contractor to pay NIPER any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.

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

3. SECURITY DEPOSIT

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

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

4. TIME AND EXTENSION

Time allowed for carrying out the works as entered in at the tender shall be 01 year which may be extended suitable as per requirement on mutual consent.

No additional payments will be made to the contractor for any multiple shift work or other incentive methods contemplated by him in his work schedule even though the time schedule is approved by the Engineer-in-Charge.

The maximum period of contract should be of three years (one year award of contract and further two extensions as admissible as per current practice).

5. EMPLOYMENT OF PERSONNEL

The contractor shall employ only Indian Nationals as his representatives, servants and workmen after verifying their antecedents and loyalty. He shall ensure that no personnel of doubtful antecedents and nationality is in any way, associated with the works. If for reasons of technical collaboration or other consideration, the employment of a foreign national is un-avoidable, the contractor shall furnish full particulars to this effect to the Accepting Officer at the time of submission of tender. As a proof that the contractor has employed only Indian Nationals, he shall render a certificate to Engineer-in-Charge in one month from the date of the acceptance of the Tenderer to this effect. In case the Engineering-in-Charge, desires contractor will have the police verification of the personnel employed by him. The Engineer-in-Charge shall have full power and without giving any reason to the contractor, immediately cease to employ in connection with this contract any representative, agent, servant and workmen and employees whose continued employment is in his opinion undesirable. The contractor shall not be allowed

any compensation on this account. The entire work lies in the restricted area. However the security of men, materials and work is completely the responsibility of the contractor.

Numbers of worker mentioned in the tender can be increased or decreased as per requirement of institute. Agency is required to provide additional/ extra manpower as per requirements of NIPER in particular category (skilled/ un-skilled) and payment shall be made to the Agency according to the category of manpower deployed.

6. **ARBITRATION & Jurisdiction**

All disputes, differences or questions arising out of or in connection with this agreement between the contractor and the NIPER (except those disputes/ differences or questions where the decision of the particular authority is stated to be as final) shall be referred to the "District Court, Mohali"; for conciliation and or Sole Arbitration of a person to be appointed by Director, NIPER whose decision shall be final and binding on both the parties. If the appointed arbitrator resigns before publishing the award, the above mentioned appointing authority shall appoint another arbitrator.

7. **COURT JURISDICTION**

The contract shall be deemed to have been entered into at District Court, Mohali and all causes of actions in relation to the contract will thus be deemed to have arisen only within the jurisdiction of the District Court, Mohali.

8. **COOPERATION WITH OTHER AGENCIES**

The contractor shall permit free access and generally offer a reasonable facilities to other agencies or departmental workers engaged by NIPER to carry out other works, if any, under separate arrangements. The contractor's price shall be deemed to cater for all the above contingencies and nothing extra shall be admissible.

9. **LABOUR LAWS**

The contractor shall be required to comply with all the labour laws and regulations contained in various prevalent act/ regulations/ instructions issued by Central/ State Govt. He shall also be responsible for the future rules and regulations, which may be enacted during the currency of the project. His rates shall be deemed to have taken into account the above.

10. **CARE OF WORKS**

From the commencement to the completion of the works the contractor shall take full responsibility for the care thereof and of all temporary works and in case any damage loss or injury shall happen to the works or to any part thereof or to any part temporary works due to lack of precautions/ negligence on part of contractor, the same shall be made good at their own cost.

11. **GOVERNING LAWS**

The contract shall be governed by and constructed according to the laws in force in India.

Contractor shall obtain all registration(s)/permission(s)/license(s) etc. which are/ may be required under any labour or other legislation(s) for providing the services. Contractor has to comply with and obtain necessary permissions/ license/ authorizations under the Central, State and Local Authorities and obtain all required permissions/ licenses for carrying out its obligations.

12. **SALES TAX AND WORKS TEST**

The rates quoted by the Contractor shall be deemed to be inclusive of all taxes, carriage, Octroi duties and royalties etc and nothing extra shall be payable on this account.

13. INCOME TAX

Income tax deductions shall be made from all payments made to the contractor as per rules and regulations in force in accordance with the Income Tax Act prevailing from time to time.

14. PAYMENT

13.1 Payment will be released on the basis of running bill/ final bill put up by the Agency on the basis of actual work done. Payment will be allowed once a month only. "Engineer-in-Charge mean the Executive Engineer or his authorized Engineer or any other Engineer authorized by the Director, NIPER

13.2 The Contractor will get the payment on monthly basis subject to check and approval of Engineer-in-Charge or his representative after submission of bill by the contractor. All the statutory records related to services such as EPF, ESI deposits of works working under the contractor needs to be enclosed, which shall be duly verified by NIPER. The Agency shall submit the bill for the services rendered by them for every month after fulfilling the following conditions :-

- a) The contractor shall open a bank account in the bank branch located in the Institute and shall make the payment of wages to the persons deployed by him through aforesaid bank. The employees of the contractor will also open their individual accounts in the same branch for the purpose of the disbursement of salary immediately. The obligation is imposed on the contractor to ensure that the contractor is fulfilling his commitment towards his employees as deployed under various labour laws.
- b) The contractor will calculate and pay EPF and ESI on the amount of actual wages disbursed to his employees as per rules and submit the details as indicated earlier with his bill for verification by the NIPER Accounts Section.
- c) Revision of Wages of Manpower. Revision of minimum wages will be effective based on the wage notification issued by Deputy Chief Labour Commissioner (Central), Ministry of Labour and Employment for category under serial No. VIII-A (Zone B) from time to time. Accordingly Agency shall have to submit documentary evidence from time to time as mentioned above for purpose of revision in minimum wages to NIPER.

15. AGREEMENT

The contractor is required to enter into an agreement with NIPER after acceptance of his tender under the terms and conditions stipulated in the above tender or any other conditions which may have been agreed mutually during the discussion before award of work.

16. LABOUR WAGES

15.1 Contractor shall not pay wages lower than minimum wages for labours as fixed by the Govt of India/ Punjab Govt/ U.T. whichever is higher. The contractor shall have no claim whatsoever, if on account of local factor and/ or regulations he is required to pay the wages in excess of minimum wages as described above during the execution of work. **The estimated cost of work has been worked on the basis of minimum wages as per office order of Dy. Chief Labour Commissioner (Central), Ministry of Labour and Employment, Govt of India, effective upto 31 Mar 2017 including component of amount over and above the minimum salary drawn by the existing workers. The contractors has to quote only service charges in percentage (%age) based on the tentative wage bill per month. However amount of actual service charges to be paid to the contractor shall be worked out based on the disbursement of actual wages including employer's contribution towards EPF and ESI of the disbursement of actual wages including**

employer's contribution towards EPF and ESI of the workers employed at NIPER site by the contractor. Deployment of manpower will be as per qualification, experience and requirements to the entire satisfaction of NIPER.

15.2 Minimum 26 days attendance of workers is required in a month to pay minimum wages, which shall be calculated and paid invariably for average of 26 days in a month during the year after taking weekly off 04/05 days.

15.3 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

15.4 Rates quoted by the Agency will include cost of extra payments of any on account of overtime to working at odd hours in emergency.

15.5 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

17. DAMAGES

The contractor shall at its own expenses make good any loss or damages suffered by the Institute as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any time of the premises of the institute or otherwise.

18. INDEMNIFY

18.1 The contractor shall at all time indemnify and keep indemnified that Institute against any claim on account of disability/ death of any of its personnel caused while providing the services within the premises of the Institute which may be made under the workmen's Compensation Act, 1923 or any other acts or any other statutory modifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the working or their personnel of the contractor or in respect of any claim, damage or compensation under labour laws or other laws or rules made there under by any person whether in the employment of the contractor or not, who provide or provides the service at the site or any other premises of the Institute shall be as provided herein before.

18.2 The contractor shall at all times indemnify and keep indemnified the institute against any claim by any third party or for any other claims whatsoever for any acts of commission or institute's premises or before and after that.

18.3 The contractor will discharge all the legal obligations of its employees in respect of their wages and other service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time viz. statutory obligations under the Contract Labour (Regulation & Abolition) Act, 1970; Minimum Wages Act 1948; Workmen's Compensation Act 1923; EPF & MP Act 1952; ESI Act, 1948, Industrial Disputes Act, 1947, etc. The contracting Agency will indemnify and keep indemnified the NIPER, Mohali from any claim, loss or damages that may be caused to the institute on account of the contracting agency's failure to comply with their obligations under various laws towards their staff/ employees employed by them.

(Signatures of the Tenderer)

SPECIAL CONDITIONS OF CONTRACT

1. The Special Conditions of the contract shall be read in conjunction with conditions of contract. Any provision contained in these Special Conditions, if at variance with the corresponding provisions in conditions of contract shall take precedence there over.
2. The persons deputed to promote the service as mentioned here, shall be the employees of the contractor only and not of the Institute. The contractor shall be liable to make payments to its employees towards their monthly wages/ salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, minimum wages, bonus, gratuity etc. Institute shall not be liable for any obligations/ responsibilities, contractual, legal or otherwise towards the contractor's employees/ agents directly and/ or indirectly, in any manner whatsoever.
3. **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.**
4. The maintenance and operation staff shall strictly observe the instructions pertaining to fire precautions prevailing within the NIPER complex.
5. In case the contractor fails to undertake the maintenance/ operation on any particular day or part thereof, he shall be liable to pay compensation at double the rate of that day from his quoted rate on pro rata basis. The above mentioned compensation shall, however, not be imposed in case the maintenance/ operation is interrupted due to unavoidable circumstances or due to any major breakdown being beyond contractor's control and the Engineer-in-Charge certifies the same. However, the contractor shall not have any claim over the institute on this account.
6. The contractor shall be fully responsible for making good any damage/ loss due to employment of inexperienced staff or due to negligence in workmanship. The same shall be made good by the contractor as per the existing specifications without any extra cost to the institute. In the event of contractor not fully complying with the above provisions to the satisfaction of Engineer-in-Charge, the same may be provided by the institute for which the expenses incurred will be recovered from the contractor. The decision of the Director in the regard shall be final, conclusive and binding.
7. The contractor shall be responsible for the attendance of his staff in the institute. In case of any staff of the Agency remains absent or granted leave by them, they will arrange his/ her substitute otherwise a penalty of Rs. 100/- per day per person will be imposed on him and the penalty so imposed will be deducted from the bill of the Agency apart from deduction of pay of the employees for the days of absence.\
8. All spares/ materials required for operation and maintenance of installations and day to day repair/ maintenance shall be procured by NIPER and provided to the contractor free for fixing. List of all such spares/ materials shall be decided in consultation with the contractor before handing over the installations for operation and maintenance.

9. All precautions as per CPWD safety code for the safety of workers and necessary health and sanitary arrangements for them will be taken by the contractor.
10. Water and Electricity required for operation/ maintenance shall be supplied free of cost.
11. Agency shall not sub let the contract to any other concern/ individual and sub letting of contract is not permissible.
12. The contractor shall operate and provide services to the Institute at its various sites as and when required.
13. The regularity of the performance of the service will be essence and shall form a central factor. The contractor takes all possible steps to ensure to maintain its performance as determined by the institute from time to time.
14. The assessment made by the Engineer-in-Charge including number of personnel of various descriptions as required to provide/ give the required quality of service shall be final and acceptable by and binding upon the contractor.
15. If the institute notices that the personnel of the contractor has/ have been negligent, careless in rendering the said services, the same shall be communicated immediately to the contractor who will take corrective steps immediately to avoid recurrence of such incidents and reports to the institute.
16. If any of the personnel of the contractor found indulge in theft, negligence of any illegal/ irregular activities, the contractor shall take appropriate action against its erring personnel and intimate accordingly to the institute or itself can take action in accordance with law.
17. The contractor will have to produce the register of wages or the register of wages-cum-muster roll of the preceding month along with the bill to be submitted on the 10th day of every calendar month. The contractor shall ensure that the payments to his employees is made in the presence of an authorized representative of the Institute.
18. The manpower to be provided by the Agency remain the employee of the Agency for all intends and purposes and the contractor/ the Agency shall alone be liable for dispute amongst their employees and the Agency, which may arise in any court of law.
19. All the persons engaged by the service Agency/ provider should be healthy, physically fit and free from communicable diseases.
20. Scaffolding for the height up to three storey building for mason will be provided by the contractor.
21. Institute will be at liberty to deduct the amount of such loss from the Agency after holding any enquiry. In case of unsatisfactory performance and violation of any condition of the contract/ service agreement, the contract/ service agreement, the contract shall be liable to be cancelled and security will be forfeited. The personnel so deployed on the

job for various activities will not be changed by the Agency without the approval of the Institute.

22. Leave reserver for weekly rest and other holidays/ National holidays shall be provided by the service provider and no extra charges will be paid by the institute. His rates will be inclusive of all these factors.
23. The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work etc as NIPER property and such materials shall be stacked as per directions of Engineer-in-Charge within a lead of 50 meters or disposed off to the best advantage of NIPER according to the instructions issued in writing by the Engineer-in-Charge.
24. The contractor shall clean all floors, remove cement/line/paint drops, clean joiner, glass panes etc. touch up all painter's work and carry out all other works be made the premises clean and tidy before handing over the work and the rates quoted by the contractor shall be deemed to include for the same.
25. 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.
26. The contractor shall fulfill and diligently comply with all the directions in general or special orders given by the NIPER from time to time and all such orders will comprise part of the agreement.
27. Any of the contractor's 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.
28. No advance payment will be given by NIPER. The contractor will make own arrangements of funds.
29. The Agency should have office/ sub office with relevant maintenance workshop in tri-city (Chandigarh/ S.A.S Nagar/ Panchkula) and proof of same need to be attached.
30. No underage employee should be on roll.
31. There should not be any employee or employer's relationship of company's employee with the NIPER.
32. If during the period of contract the contractor is found to be indulging in illegal activities/fraudulently handling the records/ mis-behaving 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 AMC services of the NIPER without giving the notice. The Director NIPER/ Engineer-in-Charge reserve the right to black list the contractor from NIPER.

Signatures of the Tenderer

DETAILS OF CAMPUS INFRASTRUCTURE

1. The work under the contract shall comprise of regular maintenance/ preventive maintenance of all civil and PH services, water supply, sewerage, internal and external, day to day general maintenance of buildings including operations of tubewell and ETP Plant in the campus. The work under this contract shall be carried out as directed by Engineer-in-Charge at site. The contractor shall have to detail qualified men fully conversant with the job specified in the contract. Detail of campus infrastructure as below -;

1. All buildings in the premises of NIPER including boundary walls.
2. Overhead Water Tank : 01
3. Tubewell : 02
4. Underground Water Tank 5 Lakhs liters capacity : 01
5. Underground Fire tanks : 03
6. All Water Supply and Sewerage Lines
7. All open storm water drainage
8. Service Bridge : 01
9. Main Bridge : 02
10. All Roads and Parking in NIPER : Approx 60000 SQM.

(Signatures of the Tenderer)

List of Manpower for Civil and Public Health Services

S. No.	Designation	Category	Qty	Shift	Qualification and Experience
(A) for Civil & Public Health Services					
1	Labour Supervisor	Skilled	2	G	ITI/ Training/ Apprentice in Technical/ Vocational Institutes with experience of 6-8 years in any civil trades/in construction field.
2	Mason	Skilled	1	G	ITI / Training/ Apprentice in Technical/ Vocational Institutes or Experience of 8-10 years in their respective trade of Mason/Bricklayer trades in construction field as Mason/Bricklayer.
3	Mason Helper	Un-skilled	1	G	Having knowledge of Mason works.
4	General Helper	Un-skilled	1	G	Having knowledge of civil works.
5	Carpenter	Skilled	2	G	ITI /Training/Apprentice in Technical/ Vocational Institutes or Experience of 8-10 years in their respective trade of carpenter.
6	Carpenter Helper	Un-skilled	2	G	Having knowledge of Carpentry.
7	Plumber	Skilled	3	G/S	ITI /Training/Apprentice in Technical or Vocational Institutes or Experience of 8-10 years in their respective trade of Plumber in construction field.
8	Plumber Helper	Un-skilled	3	G/S	Having knowledge of plumbing works.
9	Sewer man	Un-skilled	2	G/S	Having experience 3-5 years in construction field as sewerman.
10	Painter	Skilled	1	G	ITI /Training/Apprentice in Technical/ Vocational Institutes or Experience of 8-10 years in their respective trade of Painter.
11	Painter Helper	Un-skilled	1	G	Having knowledge of painting works.
12	Pest Controller	Skilled	1	G	Training/Apprentice in Technical/Vocation Institutes or Having knowledge/ Experience of 3-5 years in their respect field in pesticides.
13	Helper pest controller	Un-skilled	1	G	Having knowledge of pesticides.
	Total A		21		
(B) For Tubewell/ Pump & Effluent Treatment Plant					
1	Tubewell operator	Skilled	3	G/S	ITI /Training/Apprentice in Technical/ Vocational Institutes or Experience of 8-10 years in their respective trade of Pump operator /ETP operator.
3	ETP Operator	Skilled	1	G/S	
4	ETP Helper	Un-skilled	1	G	Having knowledge of tubewell operation.
	Total B		5		
	Total Manpower (A) + (B)		26		

1. All the category of manpower should be physically and medically fit to carry out the respective jobs.
2. All the above category of manpower shall report to Engineer-in-Charge (Civil).

(Signatures of the Tenderer)

LIST OF TOOLS AND TACKLES

Mason Tools

1. Water Level
2. Tape
3. Wire brushes
4. Wooden floats
5. Steel floats
6. Wooden straight edge
7. Plumb bob
8. Big trowel brick
9. Chisel Hammer
10. Tesi
11. Hammer
12. Kassi/ Gainty
13. Scaffolding qty 01 set for 01 Mason up to 3 storey building .

Plumbing Tools

1. Plumber
2. Pipe wrench of required size
3. Spanner sets
4. Wretched die
5. Screw Driver
6. Sunny
7. Lead Cauking tools
8. Chiesels
9. Hammer
10. Plier
11. Needle Nose
12. Adjustable Nose
13. Hexa with blades.
14. Measuring Tape
15. Sluice Valve opening key.

Carpentary Tools

1. Hand Saw
2. Claw Hammer
3. Wooden Hammer
4. Hammer
5. Screw Driver
6. Planners
7. Drill Machines
8. Measuring Tape
9. Tessa

Sewerage Tools

1. Cleaning pump
2. Sewer cleaning rod set.
3. Gloves.
4. Safety Shoes.
5. Sewer cleaning machine if required

Note :- All other required basic tools will also be arranged by the Agency.

(Signatures of the Tenderer)

Form of Performance Security (Guarantee) Bank Guarantee Bond

In consideration of National Institute of Pharmaceutical Education & Research (hereinafter called "NIPER") having offered to accept the terms and conditions of the proposed agreement between.....and (hereinafter called "the said Contractor(s)") for the work..... (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, (hereinafter referred to as "the Bank") hereby undertake to pay to NIPER an amount not exceeding Rs. (Rupees..... Only) on demand by the NIPER.

2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the NIPER stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)

3. We, the said bank further undertake to pay NIPER any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of NIPER under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the NIPER certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, (indicate the name of the Bank) further agree with NIPER that NIPER have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said

agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by NIPER against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of NIPER or any indulgence by NIPER to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of NIPER in writing.

8. This guarantee shall be valid up tounless extended on demand by NIPER. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated theday offor.....(indicate the name of the Bank)

Signed

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

For and on behalf of Bank

WITNESS:

1. _____

2. _____

PRICE BID

S. No.	Description of items of works	Qty (Tentative Wage Bill per Year)	Unit	Rate of Service Charges to be quoted by the Agency in percentage (in Figures and Words)	Amount
1	Annual Maintenance Contract for Civil & Public Health Services including operational of tubewell and Effluent Treatment Plant (ETP) as per details given in Tender Documents complete in all respects.	Rs. 38,72,000.00 Lakhs	Percentage of Wage Bill		
	Total				
	Service Tax Extra as Applicable				
	Grand Total per month				
	Grand Total per year				

Note :-

Service Charges will include :-

1. The cost of Basic Tools & Plants and scaffolding for manpower and maintenance services.
2. Contractor's profit and overheads.
3. Cost of stationary required for maintenance of site records.
4. Management of manpower & maintenance services.

(Signatures of the Tenderer)

