



**NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION &  
RESEARCH SECTOR-67, SAS NAGAR -160062**  
Sector 67, S.A.S. Nagar (Mohali)  
Telephone No. 2214682-87, Fax No. 0172-2214692  
E-Tender Notice T /2017

**E-Tender Notice**

**(E-Tender for Providing and Fixing Emergency Exist Stair Cases in Teaching &  
Research Blocks in NIPER, S.A.S Nagar)**

**(Advt. No. T1/2018)**

Online tender are invited on behalf of the Director, National Institute of Pharmaceutical Education and Research (NIPER) for Providing and Fixing Emergency Exist Stair Cases in Teaching & Research Blocks in NIPER, S.A.S Nagar. For details tender document eligibility criteria, Corrigendum/Addendum/if any and for applying online visit the website <http://tenderwizard.com/niper> & <http://niper.gov.in>. Bid(s) shall be accepted only through online mode and no manual submission shall be entertained. Director, NIPER reserves the right to reject any or all tenders without assigning any reasons.

**Registrar**

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

**Name of Work :** Providing and Fixing Emergency Exist Stair Cases in Teaching & Research Blocks in NIPER, S.A.S Nagar.

**Tender Form Cost-Rs. 500/-**

**Tender Ref. No.:** T10/2017

**Notice Inviting Tender**

1. On behalf of the Director, NIPER, Mohali, invites online bids under two bid system i.e. technical bid and financial bid through **E-Central Public Procurement Portal** i.e. <http://tenderwizard.com/niper> & <http://niper.gov.in> from the enlisted contractors of appropriate class in CPWD, State PWD, MES & Railways having experience in executing similar type of works as detailed below.

**Name of work** : Providing and Fixing Emergency Exist Stair Cases in Teaching & Research Blocks in NIPER, S.A.S Nagar.  
**Tender Ref No** : T10/2017  
**Estimated cost** : INR 5,44,000 /-  
**Earnest Money** : INR 10,880 /-  
**Stipulated period of work** : Four (04) months

**Critical Date Section**

1	Downloading of e-tender document	Start Date: 11.01.2018 at 09.00 AM End Date : 08.02.2018 at 01.00 P.M
2	Date of submission of e-tender	Start Date : 12.01.18 at 10.00AM End Date : 08.02.2018 at 03.00 P.M
3	Physical submission of Tender fee and EMD ( offline)	Start Date : 12.01.18 at 10.00AM End Date : 08.02.2018 at 03.00 P.M
4	Opening of Technical Bid (online)	09.02.18 at 11.00 A.M

**Director, NIPER reserves the right to reject any or all tenders without assigning any reasons. Corrigendum/Addendum or Cancellation of this advertisement, if any, shall be published on NIPER Website and [www.tenderwizard.com/NIPER](http://www.tenderwizard.com/NIPER).**

**For participating in the above e-tender, the bidder shall have to get themselves registered with <http://tenderwizard.com/NIPER> and get user ID & password. Class 3 Digital Signature Certificate (DSC) is mandatory to participate in the e-tendering process. For any clarification/difficulty regarding e-tendering Process flow please contact on helpdesk numbers 09257209340, 08045628821, 0172-5035950.**

## **SUBMISSION OF TENDER:**

Tender shall be submitted by the Bidders in two parts:

### **(i) Technical Bid. – Cover I (ii) Financial Bid. - Cover II**

The two bid system will be followed for this tender. In this system the bidder must submit bid **online at E-Procurement Portal (<http://tenderwizard.com/niper>)** his offer in two covers. "**Cover No. I- Technical Bid along with requisite fee details and all forms under seal and signature of Bidder**" mentioned below and "**Cover No. 2 - Financial Bid**" respectively.

The **Cover I** (Technical Bid) shall consist of following:

**i) Earnest Money** -The bidder shall furnish as part of its bid, an EMD of Rs. 10,880/- (Rupees Ten thousand Eight hundred Eighty only). The EMD is to be submitted through Demand Draft of any Scheduled / Nationalized Bank (drawn in favour of "Director, NIPER, Mohali").

**ii) Cost of Tender Form** - The Cost of Tender Form Rs.500 is to be submitted through Demand Draft of any Scheduled / Nationalized Bank (drawn in favour of "Director, NIPER, Mohali").

**Note** - The original payment instrument like Demand Draft of any Nationalized Bank against Earnest Money and Cost of Tender Form sent to the address- **National Institute of Pharmaceutical Education & Research, Sector-67, S.A.S Nagar, (Mohali), Punjab – 160062** by post/speed post/courier/by hand before bid opening date & time.

### **iii) Important Documents uploads in .pdf format only:-**

- a) Scanned copy of DD of EMD and Cost of Tender Form.
- b) Scanned copy of Enlistment.
- c) Scanned copy of PAN Card.
- d) Scanned copy of IT Return for the last three financial years.
- e) Scanned copy of work experience.
- f) Scanned copy of partnership deed.
- g) Scanned copy of Power of Attorney.
- h) Scanned copy of Tender Accept Letter.

**The Cover II** (Financial Bid) shall consist of following:

\* Schedule of price bid of in the form of BoQ\_XXXXX.xls (Will be formulated according to the type of work)

**Signature of Issuing Officer**  
NIPER, Mohali

## NOTICE INVITING TENDER

1. Online item rate tenders are invited on behalf of the Director, NIPER, Mohali from approved and eligible contractors of CPWD, State PWD, MES & Railways having experience in executing similar type of works for the work of "Providing and Fixing Emergency Exit Stair Cases in Teaching & Research Blocks in NIPER, S.A.S Nagar."

The enlistment of the contractors should be valid on the last date of tenders.

In case only the last date of sale of tender is extended, the enlistment of contractor should be valid on the original date of sale of tenders.

In case both the last date of receipt of application and sale of tenders are extended, the enlistment of contractor should be valid on either of the two dates i.e. original date of sale of tender or on the extended date of sale of tenders.

1.1 The work is estimated to cost Rs. 5,44,000/-. This estimate, however, is given merely as a rough guide

1.1.1. The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the tenders. He will also nominate Division which will deal with all matters relating to the invitation of tenders.

For composite tender, besides indicating the combined estimated cost put to tender, should clearly indicate the estimated cost of each component separately. The eligibility of tenderer will correspond to the combined estimated cost of different components put to tender.

### 1.2 CRITERIA OF ELIGIBILITY

1.2.1 Bidder shall submit the tender fee of Rs. 500/- and EMD of RS 10,880/- in favour of Director, NIPER drawn on any scheduled bank payable at Mohali/Chandigarh

1.2.2

The tender shall be received by the undersigned by on \_\_\_\_\_ up to \_\_\_\_\_ p.m. and envelope No. 1 only containing earnest money, conditions and tender documents shall be opened on the next working day in the presence of tenderer or their authorized representative who may like to be present. No consideration will be given to a tender received after the above stipulated time and date. Eligibility related documents shall be evaluated for criteria stipulated at 1.2.3 and agencies/contractors will accordingly be qualified/ disqualified by the Competent Authority. The financial bid (Envelope No 2) of qualified tenderer shall then be

opened at notified time, date and place. The rates of each item must be quoted in figures.

1.2.3 Contractors who fulfill the following criteria shall be considered by NIPER, Mohali for technical evaluation ( if required) and opening of commercial bids:

I)Contractors /firms should have successfully completed directly during last 7 years ending last day of the month previous to the one in which the bidding are invited, either three similar works costing not less than i.e. Rs. 2.18 lacs or two similar works costing not less than i.e. Rs 2.72 lacs and one similar work costing not less than i.e. Rs 4.35 lacs of the estimated cost of the work .

II)Average annual financial turn over during the last 3 (three) years ending 31st March of the previous year should at least be 5.44 lacs of the estimated cost of work.

III) Not incurred loss in more than two years during the last five years ending 31st March of the previous year.

IV) Contractor will give certification from manufacturer about the material. NIPER, Mohali will be free to call the representative of the company to check the authenticating of material

#### **1.2.4 Eligibility criteria:**

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

(For the purpose of clause Similar nature of work means building works in institutional & other govt. buildings)

2. Agreement shall be drawn with the successful tenderer on General Conditions of Contract for works which is available from the Issuing Authority. Tenderer shall quote their rates as per various terms and conditions of the said form which will form part of the agreement.

3. The time allowed for carrying out the work will be 4 months from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

4. The site for the work is available

OR

The site for the work shall be made available in parts as specified below:-

a) Tender document consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be downloaded from website .

5. i) Tenders shall be accompanied with tender cost of Rs 500/-in form of Demand Draft of any Scheduled 1 Nationalized Bank (drawn in favour of "Director, NIPER, Mohali".

ii) Tenders shall be accompanied with Earnest money of Rs. 10,880/-by way of Receipt Treasury Challan/Deposit at Call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank issued in favour of the Director, NIPER, Mohali, Payable at Chandigarh/Mohali.

6. The contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs.10000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs.1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Institute and local conditions and other factors having a bearing on the execution of the work.

7. The Competent Authority does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received

without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

8. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

9. The Competent Authority reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

10. The contractor shall not be permitted to tender for works in an NIPER Zone (responsible for award and execution of contracts) in which his near relative is posted as an Officer in any capacity in the grades of Astd. Engineer or equivalent and above (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any Group A & B officer in the Institute's Engineering Department. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Institute/debarring for further tendering in the Institute for at least 5 years.

11. No Engineer or other officers employed in Engineering or Administrative duties in Engineering Department of the Institute is allowed to work as a contractor for a period of one year after his retirement from Institute's service without the previous permission of the Competent Authority in writing. This contract is liable to be canceled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Competent Authority as aforesaid before submission of the tender or engagement in the contractor's service.

12. The tender for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of tenders/ from the date of opening of financial bid in case tenders are invited on 2/3 envelop system (strike out as the case may be) if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.

13. This Notice inviting tender shall form a part of the contract document. The successful tenderer/ contractor, on an acceptance of his tender by the Accepting Authority, shall

within 15 days from the stipulated date of start of the work sign the contract consisting of:

- a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- b) Standard Form 7/8 or other Standard Form as applicable.

14. The eligible tenderers shall quote rates in terms of overall percentage above or below the total estimated amount put to tender must be filled both in figures and words on the last page of schedule of quantities. It will be obligatory on the part of the tenderer to sign the tender document for all the components (The schedule of quantities, conditions and special conditions etc.)

15. After acceptance of the tender by Competent Authority, letter of award shall be issued on behalf of the Director. After the work is awarded, the main contractor will have to enter into one agreement with NIPER.

16. All the payments to the contractor shall be deposited in their bank account through RTGS and the contractor shall submit the detail of his bank account & IFSC code after award of work.

17. In case, date for opening of Eligibility/ Financial bid is declared/ happens to be public holiday, the Eligibility/ Financial bid will be opened on the next working day.

18. Interpretations, corrections and changes to the Tenders Documents shall be made by Addendum, if required at E-Procurement portal on <http://tenderwizard.com/niper> & <http://niper.gov.in> and official website of the NIPER, S.A.S. NAGAR [www.niper.gov.in](http://www.niper.gov.in). free of cost.

19. Each Tenderer shall ascertain prior to submitting his Tender that he has received all Addenda issued and he shall so acknowledge their receipt in his Tender.

20. Bidder shall submit the documents in .pdf format:

- i) Demand draft/Deposit at call receipt from a Scheduled Bank towards earnest money.



- ii) Partnership deed or Registration Certificate of the Firm or Company as the case maybe.
- iii) Power of Attorney.

21. The provisions in the Tender documents shall govern over the contents of the above paragraphs if in contradiction or variation.

### **CONDITIONS OF CONTRACT**

The contractor means the documents forming the tender and acceptance thereof and the formal agreement executed between the Competent

Authority on behalf of NIPER and the contractor, together with the documents referred to therein including these conditions, the specifications, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together shall be deemed to form the contract and shall be complementary to one another.

In the contract, the following expressions shall unless the context otherwise requires, have the meanings, hereby respectively assigned to them.

The expression works or work shall, unless there something either in the subject or context repugnant to such construction, be constructed and taken to mean the works by or virtue of the contract contracted to be executed whether temporary or permanent and whether original altered, substituted or additional.

The site shall mean the land or other places on, into or through which the work is to be executed under the contractor any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

The contractor shall mean the individual, firm or company, whether incorporated or not undertaking works and shall include the legal personal representative of such individual or the personal comprising such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

The Engineer-in-Charge shall mean the person designated from time to time by the Director, NIPER and shall include those who are expressly authorized by him to act for and on his behalf for operation of this contract.

The Architect shall mean designated as Project Architect by NIPER.

Accepting Authority shall mean Director, NIPER.

Excepted risk are risk due to riots (other than those on account of contractors employees), war (whether declared or invasion, act foreign enemies, hostilities, civil war, rebellion, revolution, insurrection

military or usurped power, any act or Government, damages from aircraft, acts of God, such as earthquake, lightning and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority.

Market rates shall be the rates as decided by the Engineer-in-Charge on the basis of the cost of material and labour at site where the work is to be executed plus 10 percent to cover all overheads and profits.

District specifications mean the specifications followed by the State Govt. in the area where the work is to be executed.

Department means Engineering Department of NIPER.

Tendered value means the value of the entire work as stipulated in the letter of award.

Date of commencement of work: The date of commencement of work shall be the date of start as specified in schedule 'F' or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.

## **SCOPE AND PERFORMANCE**

Where the context so require, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine tender and vice versa.

Headlines 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.

The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, schedule of rates and such other printed and published documents, together with all drawings a may be forming part of the tender papers. None of these documents shall be used for nay purposed other than that of this contract.

## **WORKS TO BE CARRIED OUT**

Works to be carried out under this contact shall, except as otherwise provided in these conditions include all labour, materials, tools, plants

equipments and transport which may be required in preparations of and for and in the full and entire execution and completion of the works

The description given in the schedule of quantities shall unless otherwise stated be held to include wastage materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

#### **SUFFICIENCY OF TENDER**

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of quantities, which rates and prices shall except as otherwise provided cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

#### **DISCREPANCIES AND ADJUSTMENTS OF ERRORS**

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

In the case of discrepancy between the schedule of quantities, the specifications and/ or the drawings the following order or preference shall be observed.

- (i) Description of schedule of quantities.
- (ii) Particular specifications and special conditions, if any.
- (iii) Drawings.
- (iv) Specifications specified in the contract.
- (v) Indian standard specifications of BIS.

If there are varying or conflicting provisions made in any one document forming part of the contract, the accepting authority shall be the deciding authority with regards to the intention of the document and his decision shall be final and binding on the contract.

Any error in description, quantity or rate in schedule of quantities or any omission there from shall not vitiate the contract or release the contract from the execution of the whole or any part of the works comprised therein according to drawing and specifications or from any part of his obligations under the contract.

**WATER AND  
ELECTRICITY**

**Water** supply if available will be provided by the owner at one point through distribution pipe networks and pumping are to be made by the contractor at his own cost. Water charges 0.5% of the amount of work done will be deducted from each running/ final bill. However the agency need to make his own arrangement for water to cope up with any eventuality in the interest of work.

**Electricity** if available will be provided at one point and will be charged as per actual consumption. However, the tenderer required to make his own arrangement by installation of generator at his own cost to cope up any eventually in the interest of progress of work.

**ALL PAGES TO  
BE INITIALED**

All pages of the tender document are required to be initialed and dated at the lower right hand corner of the tender or his authorized representative.

**CORRECTIONS AND  
ALTERATIONS**

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

**WITNESS**

Witness and sureties shall be persons of status and their names, occupations and addresses shall be stated below their signatures.

**EARNEST  
MONEY**

No interest is payable on earnest money deposit.

**ADDENDA &  
CORRIGENDA**

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

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

The OWNER reserves the right to interpolate the rates for such items of work falling between similar items of lower and higher magnitude.

**POLICY FOR  
TENDER UNDER  
CONSIDERATION**

Only those tenders which are complete in all respects and are strictly in accordance with the terms and conditions and technical specification of tender documents shall be considered for evaluation. Such tenders shall be deemed to be under consideration immediately after opening of the tender and until such time an official intimation or acceptance/ rejection of the tender is made by NIPER to the tenderer.

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

**MEMBERS OF  
THE OWNER  
NOT  
INDIVIDUALLY  
LIABLE.**

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

**CONTRACTOR'S  
OFFICE AT SITE**

The contractor shall provide and maintain an office at the site for the accommodations of his agent and staff and such office shall be opened at all reasonable hours to receive instructions, notices or other communications. The contractor at all times shall maintain a site instruction book and compliance of these shall be communicated to

the Engineer-in-Charge from time to time and the whole document to be preserved and handed over after completion of the work to NIPER.

**RIGHT OF THE OWNER**

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

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

**LANGUAGE AND MEASURES**

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

**POSSESSION PRIOR TO COMPLETION**

The Engineer-in-Charge shall have the right to take possession of or use any completed or partially completed work or part of the work. Such possession or use shall not deem to be in acceptance of any work completed in accordance with the contract agreement.

**MODE OF PAYMENT**

The contractor shall prepare and submit the bills showing quantity-executed along with the detailed measurements sheet in four copies. The bills shall be submitted once in a month on completion of MILESTONE activities. Payment against running bills shall be released only on certification by Engineer-in-Charge in the following manner.

60% of the running account bill will be released within 10 days of the submission of the bill along with requisite documents.

Balance 40% amount will be released with next 21 days. It is to be noted that contractor

should submit the bill after taking joint measurements with the representative of the Engineer-in-Charge to minimize the checking time and adhere to the above payment schedule.

**CERTIFICATE  
AND PAYMENTS  
NO EVIDENCE  
OF  
COMPLETION**

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

**TECHNICAL  
EXAMINATION  
AND AUDIT**

The contractor herewith agrees that as a respect of inspection of works by the Technical Engineer of the works and the bills of the contractor including all the supported vouchers, abstract etc. to be made after payment of the bills and as result of such audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed or any work is found not to have been executed in accordance with the contract the contractor shall be liable to refund the amount of overpayments made already and it shall be lawful for the owner as he deem fit to recover such over payments either from any payment due and becoming due to the contractor or from the security deposit or retention money or through any further bills and/ or final bill or in any other manner whatsoever not excluding though recourse to legal action.

**SIGNING OF  
CONTRACT**

The successful tenderer/ contractor, on acceptance of his tender by the Accepting authority shall, within 15 days from the stipulated date of start of the work sign the contract consisting of:

The notice inviting tender, all the documents including drawings if any forming the tender as issued at the time of invitation of tender and accepting thereof together with any correspondence leading thereto.

Standard form consisting as mentioned in schedule F consisting of:



Various standard clauses with corrections up to date stipulated in schedule F along with annexure thereto.

Safety codes

Model rules for the protection of health, sanitary arrangements for the workers employed by the contractor.

Contractor's labour regulations.

List of acts and omissions for which fines can be imposed.

**WORK IN  
LABORATORIES  
/ OFFICES AT  
ADJOINING  
AREAS**

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

**DISPOSAL  
OF  
DISMANTLED  
MATERIAL**

Dismantled materials and malba etc is to be disposed off as per direction of Engineer-in-Charge by adopting requisite precautionary measures.

**PROTECTION  
OF EXPOSED  
EXTERNAL  
FINISH OF  
ADJOINING  
BUILDINGS**

The exposed external finish of the existing buildings to be cleaned side by side to keep the surface unaffected from the construction material during construction. Any defacing occurred on above a/c need to be made good by the agency at no extra cost to the NIPER.

**APPROACH  
TO THE  
WORK SITE**

Existing stairs in the buildings will not be allowed to be used for carrying men/material for construction work.

**SEQUENCE  
OF VARIOUS  
ITEMS**

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

**ENTRY OF  
MATERIALS  
AT GATE**

Any materials procured for the work should be entered at the Main Gate of NIPER.

(Signatures of the Tenderer)

## Item Rate Tender & Contract For Works

Tender for the work of Providing and Fixing Emergency Exist Stair Cases in Teaching & Research Blocks in NIPER, S.A.S Nagar

(i) To be submitted online :

(ii) Original EMD to be submitted :

(iii) Eligibility Bid to be opened on :

### TENDER

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F, Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I I/We hereby tender for the execution of the work specified in the schedule of quantities within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of 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 there of and not to make any modifications in its terms and conditions.

A sum of Rs. 500/- is hereby forwarded by Demand Draft issued by a Nationalized bank in favour of DIRECTOR, NIPER and payable at Mohali/ Chandigarh.

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.

Further, if I/We fail to commence work as specified, I/ We agree that Competent Authority or the successors in office shall without prejudice to any other right or

remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form

I/We hereby declare that, I/ We shall treat the tender documents, drawings and other records connected with the work as secret/ confidential documents and shall not communicate information/ derived therefrom 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 on behalf of NIPER be recovered without prejudice to any right or remedy available in law out of any other money due to me/us under this contract otherwise.

Date: -

Witness Address

Yours Faithfully,

(Signature of the bidder, with official seal)

**TENDER ACCEPTANCE LETTER**

**Annexure-A**

Date:

**Tender Reference No.:** \_\_\_\_\_

**Name of Tender/Work:-** Providing and Fixing Emergency Exist Stair Cases in Teaching & Research Blocks in NIPER, S.A.S Nagar.

Dear Sir

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Institute for a sum of Rs. \_\_\_\_\_

The letters referred to below shall form part of this contract agreement:

- i) \_\_\_\_\_
- ii) \_\_\_\_\_
- iii) \_\_\_\_\_

For & on behalf of the Director,

Dated \_\_\_\_\_

### **Annexure-B**

#### **Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant

to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at : <http://tenderwizard.com/niper> & see the tender at <http://niper.gov.in> and official website of the NIPER, S.A.S. NAGAR [www.niper.gov.in](http://www.niper.gov.in). free of cost..

## **REGISTRATION**

1) Bidders are required to enroll in the e-Procurement module of the Central Public Procurement (<http://tenderwizard.com/niper> by clicking on the link "Online bidder :Enrollment" on the CPP Portal which is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username as assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with Signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC /e-Token.

## **SEARCH FOR TENDER DOCUMENTS**

1) There are various search option built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

1) Once the bidders having selected the tenders they are interested in, they may download the required documents / tender schedules. The tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.

2) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification I help from the Helpdesk.

## **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may be to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF / JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or 'father Important Documents' area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting the bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS**

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3 Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument,
- 4 Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DO/any other accepted instrument, physically sent should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be

downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9. Upon the successful and timely submission of bids (i.e after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

### **ASSISTANCE TO BIDDERS**

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

Tenderer's to study entire tender document carefully

a) Submission of a tender by a tenderer implies that he has read all the stipulations contained in this tender document and all other contract documents



and has acquainted himself of the nature, site conditions scope and specifications of the works to be executed and of conditions and rates at which stores will be issued to him by the NIPER, S.A.S Nagar. The contractor shall also be deemed to have acquainted himself will local conditions and other factors which have a bearing on the execution of the works.

b) Before submitting the tender for the work to NIPER, S.A.S Nagar, the tenderer should thoroughly examine the existing conditions of site

c)After award of the work contractor has to prepare and submit the shop drawings (only for air-conditioning / fabrication work) for approval of the Engineer-in-Charge.

d)No claim will be entertained on account of ignorance of site conditions.

23. Every tender shall be written in the English language. All other information such as documents and drawings supplied by the tenderer will also be in the English language only. Drawings and designs shall be dimensioned according to the metric system of measurements. Tenders shall be forwarded under cover or a letter typewritten on the tenderer's letterhead and duly signed by the tenderer. Signature must be in long hand executed in ink by a duly authorized principal of the tendering firm. No oral, telegraphic or telephonic tenders or subsequent modifications there to shall be entertained.

24. The tenderer shall sign of every page of the tender documents in taken of acceptance of tender conditions and for the purpose of identification. Tenders containing erasures and alterations of the tender documents are liable to the rejected unless these are authenticated by the person signing the Tender Documents.

25. The tenderer shall not be entitled to claim any costs, charges, expenses in connection with preparation and submission and subsequent clarification of his tender in the event of withdrawal of the invitation of tenders by the Institute.

26. The institute reserves the right to revise or amend the tender documents prior to the date notified for opening of the tenders and also the right to postpone the date of presentation and opening of tenders without assigning any reason, whatsoever.

27. The Director, NIPER, S.A.S Nagar (Mohali) shall be referred as "Institute" in all the documents of Notice Inviting Tender/Contract Agreement.

28. Wherever the word 'Engineer-in-Charge occurs it shall mean Assistant Engineer (Civil) of NIPER, S.A.S Nagar (Mohali).

### **PROFORMA OF SCHEDULES**

(Separate Performa for Civil, Elect. & Hort. Works in case of Composite Tenders)

(Operative Schedules to be supplied separately to each intending tenderer)

#### **SCHEDULE 'A'**

Schedule of quantities (enclosed)

#### **SCHEDULE 'B' : NOT APPLICABLE**

Schedule of materials to be issued to the contractor.

S.No.	Description of item	Quantity	Rates in figures & words at which the material will	Place of Issue
-------	---------------------	----------	---	----------------

			be charged to the contractor	
1	2	3	4	5

**SCHEDULE 'C' : NOT APPLICABLE**

Tools and plants to be hired to the contractor

Sl. No.	Description	Hire charges per day	Place of Issue
1	2	3	4

**SCHEDULE 'D'**

Extra schedule for specific requirements/document for the work, if any. **As mentioned in tender documents.**

**SCHEDULE 'E'**

Reference to General Conditions of contract.

Name of work : Providing and Fixing Emergency Exist Stair Cases in Teaching & Research Blocks in NIPER, S.A.S Nagar.

Estimated cost of work : Rs. 5.44 lakhs

- (i) Earnest money : Rs. 10,880/-
- (ii) Performance Guarantee : 5% of tendered value
- (iii) Security Deposit : 5% of tendered value.

**SCHEDULE 'F'**

GENERAL RULES& DIRECTIONS : : Officer inviting tender

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3. See below

Definitions :

- 2(v) Engineer-in-Charge : Executive Engineer, NIPER, Mohali
- 2(viii) Accepting Authority : Director ,NIPER
- 2(x) Percentage on cost of materials and labour to cover all overheads and profits. 15%
- 2(xi) Standard Schedule of Rates DSR 2014.
- 2(xii) Department NIPER Mohali..
- 9(ii) Standard contract Form General condition of contract

### Clauses of Contract

Clause 1

- (i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance 15 days
- (ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above As decided by the Director, NIPER.

Clause 2

Authority for fixing compensation under clause 2. Director NIPER

Clause 2A

Whether Clause 2A shall be applicable Not applicable

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start 15 days

Mile stone(s) as per table given below:-

S. No.	Description of Milestone	Time Allowed in days	Amount to be with-held in case
--------	--------------------------	----------------------	--------------------------------

	(Physical)	(from date of start)	of non achievement of milestone
1.			
2.			
3.			
4.			

Time allowed for execution of work. 04 months

Authority to decide:

- (i) Extension of time Director NIPER
- (ii) Rescheduling of mile stones Director NIPER

Clause 6, 6A

Clause applicable - (6 or 6A) 6

Clause 7

Gross work to be done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment. RS.....

Clause 10A

List of testing equipment to be provided by the contractor at site lab.

- 1. .... 2. .... 3. ....
- 4. .... 5. .... 6. ....

Clause 10B(ii) Whether Clause 10 B (ii) shall be applicable NOT APPLICABLE

Clause 10C Component of labour expressed as percent of value of work .....%

Clause 10CA

NOT APPLICABLE

S.N.	Materials Covered under this clause	Nearest Materials (other than cement*, reinforcement bars, the structural steel and POL)	Base Price and its use: corresponding period of all the

		for which All India Wholesale Price Index to be followed:	Materials covered under clause 10 CA*

\* includes Cement component used in RMC brought at site from outside approved RMC plants, if any.

\*\* Base price and its corresponding period of all the materials covered under clause 10 CA is to be mentioned at the time of approval of NIT. In case of recall of tenders, the base price may be modified by adopting latest base price and its corresponding period.

#### Clause 10 CC

Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column. Not applicable

Schedule of component of other Materials, Not applicable.

Component of civil (except materials covered under clause 10CA) /Electrical construction Xm..... % value of work. – Not applicable.

Component of Labour - expressed as percent of total value of work. Y ..... % Not applicable.

**Note :**

Xm.....% should be equal to (100) - (materials covered under clause 10CA i.e. Cement, Steel, POL and other material specified in clause 10CA + Component of Labour )

Clause 11 Specifications to be followed for execution of work upto date amendments wherever no such specifications exist in S.No. I, ii. (i) NIT specifications.  
(ii) CPWD specifications with  
(iii) Bureau of Indian Standard

#### Clause 12

Type of work : Special Repair/ addition/ alteration of building.

12.2 & 12.3 Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for work 50%

12.5 (i) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work 100%

Clause 16 Competent Authority for deciding reduced rates. Director NIPER

Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site:-

1. .... 2. .... 3. ....
4. .... 5. .... 6. ....
7. .... 8. .... 9. ....

Clause 36 (i)

Requirement of Technical Representative(s) and recovery Rate

Sl No.	Minimum Qualification of Technical/ Technical representative )	Discipline	Designation (Principal Technical Representative	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figure s	Word s
1.							
2.							
3.							

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.  
 Diploma holder with minimum 10 year relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.

Clause 42

(l) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of.....  
 Delhi Schedule of Rates printed by C.P.W.D.

ii) Variations permissible on theoretical quantities:

(a) Cement

For works with estimated cost put to tender not more than Rs. 5 lakh.

3% plus/minus.

For works with estimated cost put to tender more than Rs.5 lakh.

2% plus/minus.

(b) Bitumen All Works

2.5% plus & only & nil on minus side.

(c) Steel Reinforcement and structural steel sections for each diameter, section and category

2% plus/minus

(d) All other materials.

Nil

#### RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sl No.	Description of Item	Rates in figures and words at which recovery shall be made from the Contractor	
		Excess beyond permissible variation	Less use beyond permissible variation
1.	Cement	....NIL....	Market rate +10%
2.	Steel reinforcement	....NIL....	Market rate +10%
3.	Structural Sections	....NIL....	Market rate +10%
4.			
5.			

Preferred Makes :-

(a) Cement – JK/ ACC/ L&T/ Ambuja.

(b) Steel – ISI marked.

(c) Paint – Nerolack/ Berger/ Asian Paint/ British Paint.

(Signatures of the Tenderer)

**National Institute of Pharmaceutical  
Education and Research (NIPER)  
Sector 67, S.A.S NAGAR (Punjab)**



**PRICE BID**

**For**

**Providing and Fixing Emergency Exist Stair Cases  
in Teaching & Research Blocks in NIPER, S.A.S  
Nagar.**

**PART-II**



**PRICE BIDE (PART-II)**

**BOO for Providing and Fixing Fire Exit Stair Case in Teaching & Research Blocks at NIPER, S.A.S Nagar.**

S. No.	Item	Qty	Unit	Rate	Amount
1.	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30cm in depth. 1.5 m in width as well as 10 sqm on plan) including disposal of excavated earth, lead upto 50m and lift upto 1.5m, disposed earth to be levelled and neatly dressed.				
1.1	All kinds of soil	1.5	Cum		
2.	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :				
2.1	1:2:4 (1 Cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	3.6	Cum		
2.2	1:5:10 (1 Cement : 5 coarse sand : 10 graded stone aggregate 40mm nominal size)	0.6	Cum		
3.	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	6450	Kg		
4.	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :				
4.1	Two or more coats on new work	510	Sqm		
5.	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 meters lead as per direction of Engineer -in-Charge.				
5.1	Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)	3	Cum		
6.	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 meters lead as per direction of Engineer-in-Charge.				
6.1	In cement mortar	6	Cum		
				<b>Total Rs. =</b>	

