

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

Name of Work : Annual Maintenance Contract (AMC) of Solar Water Heating Systems installed at various buildings in NIPER campus.

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 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 : Annual Maintenance Contract (AMC) of Solar Water Heating Systems installed at various buildings in NIPER, S.A.S Nagar.

Estimated cost : INR 2,26,432 /-

Earnest Money : INR 4529 /-

Stipulated period of work : 01 Year.

Critical Date Section

1	Downloading of e-tender document	Start Date: 07.08.2018 at 09.00 AM
		End Date : 04.09.2018 at 01.00 P.M
2	Date of submission of e-tender	Start Date : 07.08.2018 at 10.00AM
		End Date : 04.09.2018 at 03.00 P.M
3	Physical submission of Tender fee and EMD (offline)	Start Date : 07.08.2018 at 10.00AM
		End Date : 04.09.2018 at 03.00 P.M
4	Opening of Technical Bid (online)	05.09.2018 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.

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.

AR(S &P)

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. 4529/- (Rupees Four thousand Five hundred Twenty Nine only). The EMD 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 PAN Card.
- c) Scanned copy of Certificate of Registration for manufacturing, Sale and Purchase for renewable energy devices and parts.
- d) Scanned copy of work experience.
- f) Scanned copy of partnership deed.
- g) Scanned copy of Power of Attorney.

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 "Annual Maintenance Contract (AMC) of Solar Water Heating Systems installed at various buildings 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. 2,26,432/-. 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. 4529/- 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) Documentary proof in respect of providing similar type of services for at least three completed/executed in any govt. offices/ organization/ establishments/ institutes during the last 7 years from the last date of acceptance of tender.
- ii) Performance Certificate from clients certifying successful completion of similar type of services completed/executed at least three with any govt. offices/ organizations/ establishments/institutes during last 7 years ending last day of the month previous to the one in which tender is invited.
- iii) 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 of SWHS of capacity not less than 9080 LPD or two similar works of SWHS of capacity 13620 LPD and one similar work of SWHS of capacity 18160 LPD.

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 Assistant 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.

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 <http://tenderwizard.com/niper> & <http://niper.gov.in> and official website of the NIPER, S.A.S. NAGAR 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.

Signatures of the Bidder(s)

With Stamp

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 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. free of cost..

REGISTRATION

1) Bidders are required to enroll in the <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. free of cost..

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 or 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 documents 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 "My 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 r 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).

Signatures of the Bidder(s)

With Stamp

General Terms and Conditions

This agreement is made at (Place) on (Month/ year) Day of between (Name of the institute) (hereinafter called the institute) through (Designation of the Competent Authority of the institute) Which term shall include its successors, assignees etc. on the first part and (Name & address of the firm) (hereinafter called the firm) which term shall include its authorized representatives, successor, assignees etc on the second part.

Whereas the (Name of the institute) Has decided to assign the Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC) AMC/CMC of (Name of the Equipment) (Name of the institute) (location) to the firm on the terms and conditions hereinafter contained.

Period of Contract

1. The contract is valid for one year w.e.f. _____ to _____ from the date as mentioned in the award of contract. This may be renewed from year to year subject to rendering of satisfactory service & fulfilling the terms & Conditions of the agreement.

Scope of Service

2. During the term of this Agreement the second party agrees to maintain the Solar Water Heating Systems in good working order and for this purpose will provide the following repair and maintenance services.

Maintenance Schedule

3. The AMC/CMC covers mandatory preventive maintenance visits at regular intervals for routine service checks and corrective actions and unlimited number of unscheduled on call corrective and remedial visits.

Replacement of Parts

4. Defective gate valve, float valve, temperature gauge, air release valve, rubber washer, temperature gauges and any such minor spares and insulation if required to be replaced will be done under the AMC period at no cost to NIPER.
5. Water tank, if required to be replaced shall be provided by NIPER and shall be installed by AMC provider within AMC charges
6. The unserviceable spare parts removed/recovered after maintenance/repair shall be the property of NIPER and shall be deposited in the stores after proper receipt.

Working Hours

7. The maintenance work shall normally be done during working hours of the institute. However, in case of emergency, maintenance may have to be done beyond office hours and even on holidays. Prior arrangement through proper communication should be worked out in all cases by the servicing agencies. In case the equipment can not be repaired on site, the defective equipment shall be arranged to be taken at company's office with proper procedure and shall be delivered back at company's own cost and risk.

Payment Terms

8. AMC charges are payable on quarterly basis with deduction of 5% amount as Security Deposit from each running bill which will be released after successful completion of AMC period and payment of final bill.

Additional Charges

9. The AMC/CMC cost includes the travelling cost of rendering services throughout the year.

Statutory Levies

10. The AMC/CMC cost includes all statutory levies if any, charged by State or Central Govt. for rendering this type of service.

Reporting Authority

11. The Service Engineer will be allowed to handle the respective equipments only with permission of the Engineer-in-Charge of equipment.

Response Time & Penalty clause for violation

12. Normal response time for repair is 24 hours from the actual time of reporting the problem to the second party.

	Period	Penalty
Response Time	Above 24 hours & below 48 hours	Warning but no penalty
	Above 48 hours & below 96 hours	A penalty of 1% of the contract amount.
	Above 96 hours & below 07 days	A penalty of 2% of the contract amount per system.
	Above 07 days	A penalty of 1% per day subject to maximum of 15% and the order/AMC shall be stood cancelled automatically thereafter.

General Conditions

13. The firm should have PAN, GST registration with a valid TIN and proof of the same must be attached with the bid. Please submit your tenders if you are in a position to provide the requisite supplies in accordance with the requirements. The firm should have technical competence, financial resources and reputation to make such supplies. **Each bidder must submit only one tender.**

14. The deduction of income tax from the bills of the Agency will be made at source as per rates applicable from time to time.

15. Service tax, as applicable, shall be payable extra.

16. The deduction of TDS from the bills of the agency will be made at source as per rates applicable from time to time. All taxes as applicable shall be payable, if due.

17. NIPER being a Research Institute best discount should be offered.

18. The institute shall not be responsible for any postal delays and tenders received after the stipulated date & time shall be summarily rejected. Tenders through FAX/ E-Mail will not be entertained. And no communication will be sent regarding the same.
19. If the tenderer does not accept the offer, after issue of letter of award by Institute within 15 days, the offer made shall be deemed to be withdrawn without any notice.
20. The **schedules – I** of the tender form should be returned intact duly filled up & signed. In the event of the space provided on the **schedule – I** form being insufficient for the required purpose, additional pages may be added. Each additional page must be attached with & referenced in the tender form.
21. The tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders. The name and address of the representative who would be attending the opening of the tender on its behalf should be indicated in the tender.
22. The Institute is not bound to accept the lowest or any other tenders on specific grounds and also reserves the right of accepting the tenders in whole or in part. Tenders containing any other specific terms & conditions not agreed to by the institute may not be entertained.
23. Conditional offers shall be straightway rejected. The Contractor shall not sub-let the contract. Any information furnished by the bidder found incorrect at any later stage, shall make the agency liable to be debarred from future tendering / taking up the works in NIPER. The department reserves the right to verify the particulars furnished by the bidders independently.
24. The contract shall be governed by the laws and procedures established by the Govt, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
25. There shall be no change in price structure during the currency of contract except of the statutory levies which are made applicable by the Govt. through notifications / regulations.
26. The items, so supplied will have to be of high quality and grade and in the inspection/test if these are found to be of inferior quality, the same are to be replaced by supplier at their cost within the stipulated period, failing which the Rate contract of the firm may be cancelled . Delayed supply / non-compliance of complete order may also lead to the cancellation of contract.
27. The Service Technician will visit the site of SWHS installed in the NIPER campus for carrying out service/ repair on monthly basis. He will submit Service Report to the Engineer-in-Charge.
28. Painting of complete structure used in SWH system shall be carried out once in every year.
29. The service of major components as solar collectors, hot water flow pipe, blockage and de-scaling, wherever required, will be done in a year for 100% efficiency of the system.
30. The systems dismantling, re-assembling and re-installation will be done under AMC, if required, for proper functioning of the system.

31. All the solar collector glasses will be cleaned on quarterly basis during the contract period. The Service Technician will visit on monthly basis for carrying out general inspection for checking out 100% efficiency of the system.
32. All the systems inspections will be carried out for proper flow of water, leakage of pipes, solar collector, proper functioning of thermo phonic and controlling of temperature of hot water will be done by the service Technician in every week.
33. The insulation work with rock wool, chicken mess, aluminum will be done with no extra cost, wherever insulation is to be carried out during AMC period.
34. Repair and servicing of SWHS shall be completed on NIPER's request within reasonable time.
35. The Service Technician will visit the locations within 24 hours on receipt of any call made from NIPER.
36. AMC/CMC shall be a contract under the laws of India and for all purposes shall be governed by and construed and enforced in accordance with the law of India.
37. In case of any loss or damage to the property of the institute which is attributable to the firm, the full damages will be recovered from the firm.
38. The firm shall not transfer or sub-allot the contract to any one else.
39. The firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
40. The firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust, diligently and honestly.
41. In case of any accident/ loss of life of the workers during discharging duties compensation to be given to the workers, the same shall be borne by the firm.
42. Any misconduct/ misbehavior on the part of the manpower deployed by the company will not be tolerated and such person will have to be replaced immediately.
43. Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of employer and employees between the parties.
44. Any of the machine/ equipment/work (as mentioned in the tender document may be withdrawn at any time during the period of maintenance contract, maintenance charges for such equipment will be payable on pro-rata basis. Similarly, same category/ type of equipment can be added during the period of maintenance contract and maintenance charges will be paid on pro-rata basis.
45. The contract may be renewed for further period(s) on mutually agreed terms & conditions based upon satisfactory services provided by the firm.
46. The accepted rate shall remain firm/valid for the entire duration of contract.
47. The offers submitted by the parties shall be valid for a period of 3 months.
48. The Agency fails to fulfill and comply with any of the terms and conditions of this agreement, NIPER may terminate the said awarded contract to agency giving one month notice as deemed fit by Competent Authority NIPER.

Amendment and entirety of agreement

49.No amendments to this agreement will be effective unless in writing and signed by the authorized representative of both parties.

Force Majeure Clause

50.In case of fire, theft, riots, war, acts of terrorism, earth quake, Act of God etc. or under any cause/s beyond reasonable control of the Service Provider, or if the Service Provider is prevented from performing its function under this contract over a period of seven days, the Service Provider shall not be liable or deemed to be in default of any of failure in performance stated in this contract.

Court of Law

51.In case of Dispute/Arbitration between the Agency and NIPER, S.A.S Nagar related to said contract, the matter shall be referred to the Sole Arbitrator appointed by NIPER, SAS Nagar. Under such circumstances, the decision of the Sole Arbitrator shall be final and binding in any respect of any dispute between the parties.

52.The entire dispute shall be subject to the jurisdiction of the Court of Law at S.A.S Nagar (Punjab).

53.The decision of the Director, NIPER, S.A.S. Nagar shall be the final and binding on the contractor/ agency in respect of any clause not covered under the contract and any matter incidental to the contract.

54.Director, NIPER reserve the right to terminate the contract with immediate effect without assigning reasons.

55.The Terms & Conditions as stipulated in the under/NIQ documents and enclosed herewith, shall be part of the agreement.

56.The tenders are liable to be rejected if above conditions are not complied with.

Note:

1. Proper Letter pad should be used as forwarding letter mentioning Name Address, Contract Numbers, Sales Tax.etc.
2. Please provide a copy of your PAN /TIN/GST along with tender.
3. Rate should be F.O.R. NIPER Mohali

Signature & Seal of Contractor/Agency_____

Name of Contractor/Agency_____

Contract No. _____