	NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH (NIPER) Sector 67, S.A.S. Nagar (Mohali) Telephone No. 2214682-87, Fax No. 0172-2214692
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Annual Maintenance and Up Keep of Fire Extinguishers, Fire Hydrants and Fire Alarm system at various locations in NIPER, S.A.S Nagar (E-tender 95/2021)

S. No.	Description of Items	Pages
	TECHNICAL BID	
1.	Index	1
2.	Notice Inviting e-Tender	2
3.	Check List	3
4.	Form 6 for e-Tendering	4 - 7
5.	Information & Instructions for Bidders	8 - 9
6.	Tender & Contract	10 – 11
7.	Integrity Pact	12 – 18
8.	General Rules and Regulations	19
9.	Special Conditions for Contract	20 - 24
10.	Particular Specifications	25
11.	General Conditions of Contract	26 - 27
12.	Scope of Works	28 - 37
	PRICE BID	
13.	Schedule of Quantity	
	Part-A - (Maintenance and Up Keep of Fire Extinguishers, Fire Hydrants and Fire Alarm system etc).	38
	Part – B- (Re-filling and Repair of Fire Extinguishers)	39
	Part-C - (Spares For Fire Hydrants/ Extinguishers and Fire Alarm System) Summary (Part A to Part C)	40 - 42
	Summary (Part A, Part B and Part C.	43

SECTION-I	PRESS NOTICE	
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NOTICE INVITING e-TENDERS

The National Institute of Pharmaceutical Education & Research (NIPER), Sector-67, S.A.S. Nagar-160062 invites **online item rate bids** on behalf of the Director NIPER, S.A.S. Nagar from **approved and eligible contractors of CPWD and those of appropriate list of Department of Post, MES, Railways, BSNL, State PWD, govt organization or Specialized Agencies** dealing in similar type of jobs on two bid system (Eligibility Bid & Financial Bid) for the following work :-

1.	Name of work & Location	Annual Maintenance and Up Keep of Fire Extinguishers, Fire Hydrants and Fire Alarm system etc at various locations in NIPER, S.A.S Nagar (Etender 95/2021)
2.	Estimated cost put to bid	Rs. 4.98 Lakh
3.	Earnest Money	Rs. 9,960/
4.	Period of Completion	01 Year

Critical Date Section

1	Last date & time of submission of bid, Online EMD, e-tender processing fee and other documents as specified in the press notice Date & Time of opening of Eligibility bid	10.06.2021 upto 5:00 PM
2	Date & Time of opening of Eligibility bid	11.06.2021 at 11.00 AM
3	Date & Time of opening of financial bid	Define Later

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.

AAR(S &P)

SECTION-II	CHECK LIST	
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CHECK LIST FOR CONTRACTORS FOR SUBMISSION OF TENDERS ONLINE:

1. THE CONTRACTOR MUST UPLOAD THE NECESSARY DOCUMENTS AS MENTIONED IN LIST OF DOCUMENTS TO BE SCANNED AND UPLOADED WITHIN THE PERIOD OF BID SUBMISSION AT **PAGE 9** OF BID DOCUMENTS.
2. IF ANY DISCREPANCY IS NOTICED BETWEEN UPLOADED EMD AT THE TIME OF SUBMISSION OF BID AND EMD SUBMITTED BY THE BIDDERS IN THE OFFICE OF BID OPENING AUTHORITY, THE BID SUBMITTED SHALL BECOME INVALID.
3. TENDER TO BE WITNESSED AT SPECIFIED PAGE OF TENDERED DOCUMENTS AT THE TIME OF DRAWING AGREEMENT WITH THE SUCCESSFUL BIDDER
4. THE TENDER / TENDERS CONTAINING CONDITIONS CONTRARY TO THOSE SPECIFIED IN THIS DOCUMENT SHALL BE SUMMARILY REJECTED.
5. THE INTENDING BIDDER SHALL QUOTE HIS ITEM RATES IN FIGURE ONLY. THE ITEM RATES IN WORDS & AMOUNT IS GENERATED AUTOMATICALLY. THEREFORE, THE ITEM RATE QUOTED BY THE BIDDER IN FIGURES IS TO BE TAKEN AS CORRECT.
6. THE CONTRACTOR(S) SHALL QUOTE THE RATES KEEPING IN MIND, GENERAL RULES & REGULATIONS, SPECIAL CONDITIONS FOR CONTRACT, PARTICULAR SPECIFICATIONS, GENERAL CONDITIONS OF CONTRACT, MAINTENANCE SCHEDULE OF FIRE ALARM SYSTEMS AND SCHEDULE OF QUANTITY ETC.
7. THE BIDDER CAN UPLOAD HIS BID ONLY AFTER SUBMISSION OF E-TENDER PROCESSING FEE AS MENTIONED AT **PAGE 5 & 6** OF THE BID DOCUMENTS.
8. ONCE THE BID UPLOADED BY THE BIDDER IS WITHDRAWN, HE WILL NOT BE ALLOWED TO RESUBMIT HIS BID, HOWEVER, HE CAN EDIT HIS BID ANY NUMBER OF TIMES BUT BEFORE LAST DATE & TIME OF SUBMISSION OF BID.

SECTION-III	Form- 6 FOR e TENDERING	
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1. Bids are invited on behalf of the Director NIPER, S.A.S. Nagar from **approved and eligible contractors of CPWD and those of appropriate list of Department of Post, MES, Railways, BSNL, State PWD, govt organization or Specialized Agencies** dealing in similar type of jobs for the work of **"Annual Maintenance and Up Keep of Fire Extinguishers, Fire Hydrants and Fire Alarm system at various locations in NIPER, S.A.S Nagar"**.

1.1 The work is estimated to cost **Rs. 4.98 Lakh**. This estimate, however, is given merely as a rough guide.

1.2 Contractors who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted

1.2.1 Intending bidders is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having:-
Average annual financial turnover during the last 3 years ending 31st March of previous financial year should be at least **Rs. 2.49 lakhs**.

Should not have incurred loss in more than 2 years during the last 3 years ending 31st March of previous financial year.

Satisfactorily completed three similar jobs each costing not less than **Rs 1.99 Lakh** OR two similar jobs each costing not less than **Rs. 2.99 Lakh** OR one similar jobs costing not less than **Rs. 3.98 Lakh** in last 7 years ending previous day of last date of submission of bids. **(Similar jobs shall mean :-**

"Annual Maintenance and Up Keep of Fire Extinguishers, Fire Hydrants and Fire Alarm system etc in govt organizations/PSU's /Corporate Sector").

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for bids.

1.2.2 **To become eligible, the bidders shall have to furnish an affidavit as under:-**

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 Department, then I/we shall be debarred for bidding in NIPER, S.A.S. Nagar in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. **(Scanned copy to be uploaded at the time of submission of bid)**

1.2.3 The bidders should have Valid PAN No.

1.2.4 The bidders should have Certificate of Registration for GST.

1.2.5 The bidders should have ESI & EPF No.

1.2.6 The bidders should have enlisted with CPWD, State PWD, MES, Railway, Department of Post, BSNL and any other govt organizations or Specialized Agencies dealing in similar type of jobs.

1.2.7 The bidder should have financial certificate from CA for last three financial years with profit and loss statement.

1.2.8 The bidder should have work experience in form of completion certificate of particular awarded orders of the Competent Authority.

1.2.9 The bidder should have proof of address having office/ sub office with relevant maintenance workshop in tri-city (Chandigarh/ SAS Nagar/ Panchkula) and proof of the same need to be attached.

- 1.2.10 It is presumed that all the bidders who have submitted the bid have gone through the entire bid documents including integrity pact and that all the terms & conditions are acceptable to them.
2. Agreement shall be drawn with the successful bidders on General Conditions of Contract which is available with the concerned office and **official website of the Institute <http://niper.gov.in>**, and the bidders shall quote his rates as per various terms and conditions of the said form subject to the exclusions / modifications attached at along with amendments uploaded on the official website of the Institute which will form part of the agreement.
 3. The time allowed for carrying out the work will be **1 Year** from the period of 15 days after the date of award of order or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
 4. (i) The site for the work is available
 (ii) The layout drawings for the utility service pipe lines work is available with the Engineer-in-Charge in Engg Office
 (iii) The layout drawings for Fire Fighting Equipments and Fire Hydrants shall be provided by the NIPER.
 5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except General Conditions of Contract Form can be seen on website <http://tenderwizard.com/NIPER> and official website of the NIPER, S.A.S. Nagar at <http://niper.gov.in> free of cost.
 6. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
 7. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
 8. When bids are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
 9. **The tender shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. 9960/- (Rupees Nine Thousand Nine hundred Sixty only) which refundable though e-payment (Internet Payment Gateway (Debit & Credit , Net banking & National Electronic Funds Transfer) only . It is further required that the E-receipt/proof of deposit of EMD attached with technical bid and e_tendering mode with other relevant documents. In case of non receipt of earnest money in tender, the tender will be straightway rejected.**

Interested contractor who wish to participate in the bid has also to make following payments within the period of bid submission:

e-tender processing fee - Rs. _____/- plus GST as applicable shall be payable to **M/s ITI Limited** through their e-gateway by credit /debit card, internet banking or RGTS/NEFT facility.

Copy of certificate of work experience and other documents as specified in the press notice shall be scanned and uploaded to the e-Tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the lowest bidder within a week physically in the office of tender opening authority.

Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited e-Tender Processing **Fee with M/s ITI Limited** and Earnest Money Deposit and other documents scanned and uploaded are found in order.

The bid submitted shall be opened on **11.06.2021 at 11.00 AM**

- 10.** The bid submitted shall become invalid and e-Tender processing fee shall not be refunded if:
- (i) The bidder is found ineligible.
 - (ii) The bidder does not upload all the documents (PAN No. & GST registration etc.) as stipulated in the bid document.
 - (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority.
 - (iv) The intending bidder does not deposit EMD online .
 - (v) If a tenderer does not quote any item, the tender shall be treated as invalid and will not be considered as lowest tenderer.
 - (vi) If a tendered amount works out to "Zero" as per item rates quoted by the bidder, the tender shall be treated as invalid and will not be considered as lowest tenderer.

- 11.** The contractor whose bid is accepted, will be required to furnish **Performance Guarantee of 3%** (Three Percent) of the tendered amount within the period specified. This guarantee shall be in the form of 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 stipulated period including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The Earnest Money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.

The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. if applicable and also ensure the compliance of aforesaid provisions by the contractor, if any engaged by the sub contractor for the said work and Programme Chart (Time and Progress) within the Period specified.

Performance guarantee shall be released to the contractor only after the release of any liability with respect to completion status of works/workers/manpower engaged under this contract and satisfactory handing over the site to the NIPER, S.A.S. Nagar.

- 12.** The description of the work is as follows:

"Annual Maintenance and Up Keep of Fire Extinguishers and Fire Hydrants etc at various locations in NIPER, S.A.S Nagar ".

Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids 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 bid. A bidders 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 bidders 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 bid by a bidders 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 Government and local conditions and other factors having a bearing on the execution of the work.

- 13.** Director, NIPER, S.A.S. Nagar does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
- 14.** Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.

15. Director, NIPER, S.A.S. Nagar reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
16. The contractor shall not be permitted to bid for works in the Institute's Engineering Department (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Assistant Engineer (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 relatives to any gazetted officer in the Institute. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of NIPER
17. No Engineer or other officers employed in Engineering or Administrative duties in 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 cancelled 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.
18. The bid for the works shall remain open for acceptance for a period of Ninety (90) days from the date of opening of bids. If any bidder 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 bid 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 bidders shall not be allowed to participate in the rebidding process of the work.
19. **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:
 - i) 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.
 - ii) Standard form as mentioned consisting of:
 - a) Various standard clauses with corrections up to date as stipulated along with annexure thereto.
 - b) Safety codes.
 - c) Model rules for the protection of health, sanitary arrangements for the workers employed by the contractor.
 - d) Contractor's labour regulations.
List of acts and omissions for which fines can be imposed.
20. **For Composite Bids (Not Applicable)**
21. 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 including any statutory details required if any as applicable .
22. 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.

SECTION-IV	INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING FORMING PART OF BID DOCUMENT	
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On behalf of the Director NIPER, S.A.S. Nagar invites **online item wise rate bids** from **approved and eligible contractors of CPWD and those of appropriate list of Department of Post, MES, Railways, BSNL, State PWD, govt organization or Specialized Agencies** dealing in similar type of jobs for the following work :-

1.	NIT No.	<u>Etender 95/2021</u>
2.	Name of work & Location	"Annual Maintenance and Up Keep of Fire Extinguishers, Fire Hydrants and Fire Alarm system etc at various locations in NIPER, S.A.S Nagar" .
3.	Estimated cost put to bid	Rs. 4.98 lacs
4.	Earnest Money	Rs. 9,960 /-
5.	Period of Completion	01 Year
6.	Last date & time of submission of bid, Online EMD, e-tender processing fee and other documents as specified in the press notice Date & Time of opening of Eligibility bid	10.06.2021 upto 5:00 PM
7.	Date & Time of opening of Eligibility bid	11.06.2021 at 11.00 AM
8.	Date & Time of opening of financial bid	Define Later

1. Contractors who fulfill the following requirements shall be eligible to apply.
 - a). Joint ventures are not accepted
 - b) Should have satisfactorily completed the jobs as mentioned below during the last Seven years ending previous day of last date of submission of bids.

Three similar jobs each costing not less than **Rs. 1.99 Lakh** OR two similar jobs each costing not less than **Rs. 2.99 Lakh** OR one similar jobs costing not less than **Rs. 3.98 Lakh** in last 7 years ending previous day of last date of submission of bids. (**Similar jobs shall mean "Annual Maintenance and Up Keep of Fire Extinguishers, Fire Hydrants and Fire Alarm system etc in govt organizations/PSU's /Corporate Sector).**

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for bids.

2. The intending bidder must read the terms and conditions of Form-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
3. Information and Instructions for bidders posted on website shall form of bid document.
4. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from the website: <http://tenderwizard.com/NIPER> and official website of the NIPER, S.A.S. Nagar at <http://niper/gov.in> free of cost.
5. But the bid can only be submitted after depositing **Processing Fee in favour of ITI Limited** and uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker's Cheque or Deposit at

call Receipt or Fixed Deposit Receipts and Bank Guarantee of any Scheduled Bank towards EMD in favour of Director, NIPER, S.A.S. Nagar and other documents as specified.

6. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
7. The intending bidder must have valid class-III digital signature to submit the bid.
8. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
9. Contractor can upload documents in the form of **JPG** format and **PDF** format.
10. Contractor must ensure to quote item wise rate in the **Schedule of Quantity**. The column meant for quoting item wise rate in figures appears in pink colour and the moment rate is entered, it turns sky blue.
11. The Eligibility bid shall be opened first on due date and time as mentioned above. The financial bid of contractors qualifying the eligibility bid shall be opened at a later date as mentioned in the Press Notice Inviting Tender.
12. The agency shall submit the status of his firm w.r.t. proprietary firm / partnership firm or Limited company as per detail given below:-

If the bidder is a proprietary firm, a self undertaking of the proprietorship shall be uploaded by the bidder.


If the bidder is a firm in partnership, the bid documents shall be signed by all the partners of the firm above their full typewritten names and current addresses, or, alternatively, by a partner holding power of attorney for the firm. In the later case a certified copy of the power of attorney should be uploaded. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should also be uploaded.

If the bidder is a limited company or a corporation, the bid documents shall be signed by a duly authorized person holding power of attorney for signing the bid documents accompanied by a copy of the power of attorney / Authorization Letter. The bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

13. LIST OF DOCUMENTS TO BE SCANNED AND UPLOADED WITHIN THE PERIOD OF BID SUBMISSION:

- a. Scanned copy of online deposited proof of EMD.
- b. Scanned copy of Enlistment or specialized Agency with CPWD/ State PWD/ MES/ Railway/ Deptt. of Post/ BSNL and any other govt organization.
- c. Scanned copy of PAN Card.
- d. Scanned copy of financial certificate from CA for the last three financial years with profit and loss statement.
- e. Scanned copy of ESI & EPF No.
- f. Scanned copy of GST Registration No.
- g. Scanned copy of work experience as per Clause 1(b) of SECTION-IV.
- h. Scanned copy of registration : Proprietorship/partnership deed/ltd company / as applicable.
- i. Scanned copy of Power of Attorney.
- j. Scanned copy of Tender Acceptance Letter as per Page 10 and Page 11.
- k. Scanned copy of Affidavit as per SECTION III Clause 1.2.2.
- l. Scanned copy of proof of address having office/ sub office with relevant maintenance workshop within tricity/ 50 km radius of NIPER, SAS Nagar. (Punjab).

Form- 7/8

SECTION-V	TENDER AND CONTRACT	
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Item wise Rate Tender & Contract For Works

Tender for the work of "Annual Maintenance and Up Keep of Fire Extinguishers, Fire Hydrants and Fire Alarm system etc at various locations in NIPER, S.A.S Nagar" only.

- (i) To be submitted online - **10.06.2021** upto 05.00 AM
- (ii) Eligibility Bid To be opened online – **11.06.2021** upto 11.00 AM
- (iii) Financial Bid To be opened online - Define Later

TENDER

I/we have read and examined the notice inviting tender, Drawings and Designs, General Rules and Directions, conditions of Contract, clauses of contract, special conditions, additional terms & conditions & specifications, schedule of rate and other documents and rules referred to in the conditions of contract and all other contents in the tender documents for the work .

I/we hereby tender for the execution of the work specified for the Institute within the time specified in relevant clause. schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to general rules and Directions and in relevant Clauses of the conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

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

A sum of **Rs. 9,960/-** is hereby forwarded in the shape of deposit at call receipt of a scheduled bank/ demand draft of a scheduled bank/ Fixed deposit receipt of scheduled bank in favour of the Director, NIPER, payable at Chandigarh/S.A.S. Nagar as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the said the Director, NIPER 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 Director NIPER or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the 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 therein and to carry out such deviation as may be ordered upto maximum of the percentage mentioned in tender documents and those in excess of that limit at the rates to be determined in accordance with the provision contained in tender form. Further, I/We agree that in case of forfeiture of Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(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 NIPER, S.A.S. Nagar in future forever. Also, if such a violation comes to the notice of institute before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

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 there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Institute.

Dated:-

Signature of Contractor

Postal Address:

Witness:

Address:

Telephone No.:

Fax No.:

Occupation:

E-Mail.:

ACCEPTANCE


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) _____

Dated _____

For & on behalf of the Director,
NIPER, S.A.S. Nagar.

SECTION-VI	INTEGRITY PACT	
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To,
.....,
.....,
.....

Sub: NIT No. _____ for the work "**Annual Maintenance and Up Keep of Fire Extinguishers, Fire Hydrants and Fire Alarm system etc at various locations in NIPER, S.A.S Nagar**".

Dear Sir,

It is here by declared that NIPER, S.A.S. Nagar is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the Institute.

Yours faithfully

For & on behalf of the Director,
NIPER, S.A.S. Nagar.

Dated _____

To,
NIPER, S.A.S. Nagar,
.....,
.....

Sub: Submission of Tender for the work of "Annual Maintenance and Up Keep of Fire Extinguishers, Fire Hydrants and Fire Alarm system etc at various locations in NIPER, S.A.S Nagar".

Dear Sir,

I/We acknowledge that NIPER, S.A.S. Nagar is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process.

I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT. I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by NIPER, S.A.S. Nagar. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, NIPER, S.A.S. Nagar shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Institute.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of20..... **BETWEEN** Director, NIPER, S.A.S. Nagar (Hereinafter referred as the (Address of Division) ‘**Principal/Owner**’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

..... (Name and Address of the Individual/firm/Company) through (Hereinafter referred to as the (Details of duly authorized signatory) ‘**Bidder/Contractor**’ and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) **Preamble** WHEREAS the Principal / Owner has floated the Tender (NIT No.....) (hereinafter referred to as ‘**Tender/Bid**’) and intends to award, under laid down organizational procedure, contract for (Name of work) hereinafter referred to as the ‘**Contract**’.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as ‘**Integrity Pact**’ or ‘**Pact**’), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Institute all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3) The Bidder(s)/Contractor(s) will not instigate third persons to omit offences outlined above or be an accessory to such offences.

4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Institute interests.

5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes.

The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/ Subcontractors

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.

2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires **for** the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority of NIPER, S.A.S. Nagar.

Article 7- Other Provisions

1) This Pact is subject to Indian Law, place of performance and jurisdiction is the S.A.S. Nagar/ Chandigarh.

2) Changes and supplements need to be made in writing. Side agreements have not been made.

3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Dated :

PERFORMA FOR BANK GUARANTEE (PERFORMANCE)

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

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

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

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

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

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

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

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

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

Signed

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

For and on behalf of Bank

WITNESS:

1. _____

2. _____

SECTION-VII	GENERAL RULES AND REGULATIONS	
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1. In the event of the tender being submitted by a firm. It must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney is to be produced with the tender and must disclose that the firm is duly registered under the Indian Partnership Act.
2. Conditional tender & tenders not filled as per instructions contained in DNIT are liable to be rejected.
3. Rates (s) and / or amount(s) must be quoted in decimal coinage amount must be quoted in full rupees by ignoring fifty paisa and less and considering more than fifty paisa as rupee one.
4. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall be taken as correct. If the amount of an items is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly the rates quoted by the contractor will be taken as correct and not the amount.
5. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite total given. Rates should be written in figures as well as in words and the amount in figures and in words.
6. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
7. Sales Tax, Purchase tax, Turnover Tax or any other tax on material in respect of the contract shall be payable by the contractor and NIPER will not entertain any claim whatsoever in respect of the same. The rates of items should be inclusive of all the above charges.
8. The contractor shall obtain temporary passes for self his agents, servants, work people and vehicles from the security personnel of NIPER before start of the work. The contractor and his work people shall observe all the rules promulgated from time to time by the NIPER authorities. Cost of photographs etc required for passes etc shall be borne by the contractor.
9. The contractor shall not carryout any hidden work on Sundays & Holidays without the prior written approval of the Engineer-in-Charge.
10. The rate for all items of work, shall unless clearly specified otherwise include cost of all labour, materials and inputs involved in the execution of the item.
11. Any clarifications required to be sought may be had from Engg. Section, NIPER before due date of submission of tender.
12. It is the sole responsibility of the agency to entertain all types of claims legal/ financial related with workers during the period of contract. NIPER shall not responsible for any dispute arising out between the agency and its workers and will not be liable for any compensation in this regard.

(Signatures of the Tenderer)

SECTION-VIII	SPECIAL CONDITIONS FOR CONTRACT	
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1.0 **GENERAL.**

1.1 The following special conditions shall be read in conjunction with conditions of contract. Any provision contained in these special conditions, if at variance with the corresponding provisions of contract shall take precedence there over.

2.0 **INSPECTION OF SITE.**

2.1 The tenderers shall contact the Engineer-in-Charge for the purpose of inspection of site and relevant documents, other than those sent herewith, who will give reasonable facilities for this purpose; the tenderers shall also make themselves familiar with the working conditions, accessibility to site, availability of materials and other conditions which effect the entire completion of work under this contract. The contractor should also satisfy himself as to the nature of the existing means of transportation and communications.

2.2 The tenderers shall deemed to have visited the site and made themselves familiar with the working conditions before submitting the tender irrespective of the fact whether they inspect the site or not.

3.0 **MATERIAL AND SAMPLES.**

3.1 All materials, articles, fittings and accessories etc shall comply with the relevant Indian Standard Specification where specified and shall be approved make. The Engineers and the representative of the owner shall have the discretion to check quality of materials and equipments to be incorporated in the work at source of supply, site of work and even after incorporation in the work. They shall also have the discretion to check the workmanship of various items of work to be executed in this work. The contractor shall provide all necessary facilities and assistance for this purpose.

3.2 The above provision shall not absolves the contractor in getting the material and workmanship quality checked and approved from Engineer-in-Charge as provided elsewhere in this agreement.

3.3 The contractor shall produce samples of all materials, articles, fittings, accessories, etc. that he proposes to use and get it approved in writing by the Engineer-in-Charge. The materials articles etc. as approved shall be labeled as such and shall be signed by the Engineer-in-Charge and the Contractor's representative. The samples excepts those destroyed during testing shall be returned to the contractor. No payment will be made to the contractor for the sample destroyed in testing.

4.0 **INDIAN STANDARDS.**

4.1 Whenever any reference is made to any IS in the particular specifications, drawings and in schedule it means the latest editions with all amendments current at the date of issue of tender documents.

5.0 **STANDARD OF WORKMANSHIP.**

5.1 To finalize the acceptable standard of workmanship and layout of fittings, fixtures wiring etc. Engineer-in-Charge may order the contractor to complete one portion of item of work in all respect sufficiently in advance to serve as guiding samples. This shall be completed under the close supervision of the Engineer-in-Charge. On approval of the sample by Engineer-in-Charge this item of work shall be treated as guiding sample and all further works shall be executed confirming to this sample.

6.0 **TIME AND PROGRESS.**

6.1 Time allowed for carrying out the works as entered in at the tender shall be three reckoned after 10th day from the date on which the letter of intent is issued to the contractor.

6.2 During the currency of the work the contractor is expected to adhere to the time schedule and this adherence will be a part of the contractor's performance under the contract.

6.3 Contractor is expected to mobilize and employ sufficient resources as indicated in the agreed NETWORK programmed to achieve the detailed schedule within the broad frame work of the accepted methods of working and safety.

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

6.5 Agency shall be fully responsible for any property of NIPER such as materials/equipments taken outside NIPER for repair/ refilling/ rewinding etc. In case of any damage to the govt property against theft/

damage etc during transit, the same shall be recoverable from the Agency as per the cost approved by the Engineer-in-Charge.

7.0 EMPLOYMENT OF PERSONNEL.

7.1 The contractor shall employ only Indian National as his representative, servants and workmen after verifying their antecedents and loyalty. He shall ensure that no personnel of doubtful antecedents and nationality is in any way, associated with the works. If for reasons of technical collaboration or other consideration, the employment of a foreign national is unavoidable, the contractor shall furnish full particulars to this effect to the Accepting Officer at the time of submission of tender. As a proof that the contractor has employed only Indian National, he shall render a certificate to Engineer-in-Charge in one month from the date of acceptance of the tender to this effect. In case the Engineer-in-Charge, desires contractor will have the police verifications of the personnel employed by him.

7.2 The Engineer-in-Charge shall have full power and without giving any reason to the contractor, immediately cease to employ in connection with this contract any representative, agent, servant and workmen and employees whose continued employment is in his opinion undesirable. The contractor shall not be allowed any compensation on this account.

8.0 ADMISSION TO SITE.

8.1 The entire work lies in the restricted area. However the security of men, materials and work is completely the responsibility of the contractor.

9.0 ELECTRICITY.

9.1 Electricity, if available, will be provided for testing of equipments of that particular area.

10.0 WATCHING AND LIGHTING.

10.1 The contractor shall at his own cost take all possible precautions to ensure safety of life and property by providing necessary barriers, lights, watchmen etc during the progress of work as directed by the Engineer-in-Charge.

11.0 ARBITRATION.

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

12.0 COOPERATION WITH OTHER AGENCIES.

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

13.0 RECOMMENDATION FOR PROCUREMENT OF MATERIALS.

13.1 The contractor shall at his own cost and expense provide all materials required for the work.

14.0 CLEANING DOWN.

14.1 The contractor shall clean all floors, remove cement/ lime/ paint drops, clean joiner, glass panes etc touch up all painter's work and carry out all other necessary items of work be made the premises clean and tidy before handing over the work and the rates quoted by the contractor shall be deemed to include for the same.

15.0 EXTENSION FOR DELAY BY ENGINEER-IN-CHARGE.

15.1 In the event of delay by the Engineer-in-Charge to handover the contractor possession of site necessary for the execution of the work or to give the necessary notice to the contractor to commence work or to provide the necessary details or instructions or to do any act or thing which has the effect of delaying the execution of the work then notwithstanding any thing contained in the contract such failure or delay shall in no way affect or vitiate the contract or after the character thereof or entitle the contractor to any damage or compensation thereof but in all such cases the Director, NIPER may grant such extension or extensions of completion date as may be deemed fair and reasonable by the Engineer-in-Charge and such decision shall be final and binding.

- 16.0 **LIQUIDATED DAMAGES.**
- 16.1 In case contractor fails to complete the work within the contract period/ extended period, liquidated damages @ 1.5% per week of the cost of the total work of the contract subject to a maximum 10% of the contract value will be levied on the contractor.
- 17.0 **SETTING OUT.**
- 17.1 The contractor shall be responsible for the true and proper setting out of the work in relation to original points, lines and levels of reference and for the correctness of the levels dimensions and alignment of all part of the work and for the provision of all necessary instruments, appliances and labour in connection herewith. If at any time during the progress of the work any error appears or arises in the position of levels dimension, or alignment of any part of the work the contractor on being required to make good shall at his own expense rectify such errors to the satisfaction of the Engineer-in-Charge. The checking of any line level by the Engineer-in-Charge shall not in any way the contractor of his responsibilities.
- 18.0 **SETTING OUT.**
- 18.1 Material required for testing will be provided by contractor at his own expenses. The tests considered necessary by the Engineer-in-Charge shall be got carried out by the contractor at his own expenses in recognized testing laboratory in the presence of Engineer-in-Charge or his authorised representative.
- 19.0 **LABOUR WAGES.**
- 19.1 The contractor shall be required to comply with all the labour laws and regulations contained in various prevalent act/ regulations/ instructions issued by Central/ State Govt. He shall also be responsible for the future rules and regulations, which may be enacted during the currency of the project.
- 19.2 His rates shall be deemed to have taken into account the above.
- 20.0 **CARE OF WORKS.**
- 20.1 From the commencement to the completion of the works the contractor shall take full responsibility for the case thereof and of all temporary works and in case any damage loss or injury shall happen to the works or to any part thereof or to any part temporary works due to lack of precaution/ negligence on part of contractor, the same shall be made good at their own cost.
- 21.0 **GOVERNING LAWS.**
- 21.1 The contract shall be governed by and construed according to the laws in force in India.
- 22.0 **ALTERNATION IN SCOPE OF WORK.**
- 22.1 If at any time after acceptance of the tender. Director, shall decide to abandon or reduce the scope of the works for any reasons whatsoever and hence not require the whole or any part of the works to be carried out. NIPER shall give notice in writing to that effect to the contractor and the contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.
- 23.0 **INTERIM PAYMENT.**
- 23.1 Interim payment, if any, will be released on the basis of bill put up by the Agency on the basis of actual work done. Payment will be allowed once in a two months only after submission of satisfactorily reports. Engineer-in-Charge mean the Executive Engineer or his authorized Engineer, or any other Engineer authorized by Director, NIPER.
- 24.0 **NO ADVANCE PAYMENT.**
- 24.1 No mobilization advance will be paid against this work.
- 24.2 Tender must be un-conditional & based upon provisions of the NIT. Any conditional tender if received is liable to be rejected.
- 25.0 **MATERIAL FOR THE WORK.**
- 25.1 Cost of any material if issued by owner shall be recovered in full from the contractor's dues under this contract at the procurement cost + 10% storage charges.
- 25.2 The quoted rates shall include all the wastage/ cutting allowances/scraps etc.
- 26.0 **GST/ANY OTHER TAX.**
- 26.1 The rates quoted by the contractor shall be exclusive of GST. All other charges carriage octroi, duties and royalties etc shall be inclusive in the rates to be quoted by the Agency.
- 27.0 **INCOME TAX.**
- 27.1 Income tax deductions shall be made from all payments made to the contractor as per rules and regulations in force in accordance with the income tax Act prevailing from time to time.

28.0 **SPECIFICATIONS.**

28.1 Specifications of works other than specified in BOQ will confirm to CPWD specifications/ latest Indian Standard specifications.

29.0 **METHOD OF MEASUREMENT**

29.1 Measurement of work done should be as per units specified in SOQ – SECTION XII. Measurement of any other item not indicated in SOQ but required to be executed will be as per approval of Engineer-in-Charge subject approval of the Competent Authority.

30.0 **QUANTITIES**

30.1 The quantities in the bill of quantities are tentative and there may be variation to the extent of plus/ minus 10%. Nothing extra shall be paid/ payable on this account.

31.0 **PAYMENTS**

31.1 Payments will be made within 30 working days from the date of submission of the RA bill, subject to the conditions that only RA bill will be paid on six monthly basis. The final bill will be cleared within three months of its submission subject to fulfillment of requisite criteria concerning execution of this work as per terms of work order.

(Signatures of the Tenderer)

Extra Items/ Substituted items

Rates for altered, additional or substituted items of work shall be determined by the Engineer-in-Charge as follows :

- a) If the rate for altered additional or substituted item of work is specified in the BOQ, the contractor shall carry out the same at the same rate. In the case of composite tender, where two or more schedule of quantities may form part of the contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the same item of work in the other schedule of quantities.
- b) If the rate for any altered, additional, or substituted item of work is not specified in the schedule of quantities, the rate for the same shall be derived from the rate for the nearest similar item specified therein.
- c) If the rate for any altered, additional, or substituted items of work can not be deterred in manner specified in sub Para `a` and `b` above, then such tem of work shall be carried out at the rate entered in schedule of quantities, the rate following in the tender plus/ minus the percentage by which the tendered amount of the works actually awarded is higher or lower than the corresponding estimated amount of the works actually awarded.
- d) If the rate for altered, additional or substituted item of work can not be determined in the manner specified in Para `a` to `c` above, then the rate for such items shall be derived from the schedule of rates specified in sub Para `c` above plus/ minus the percentage mentioned in the Para. In the case of material issued by NIPER, issue rates of materials, with storage charges recovered, enhanced by two and a half percent for profits and overheads shall be adopted in place of schedule rates plus percentage specified in sub Para `C`. Provided always that if rate(s) for Para (s) of the item (s) are not available in the schedule of rates specified above, rates for part (s) of such items shall be determined on the basis of market rate(s) prevailing during the fortnight following the date of the order plus 10% for profit and overheads.
- e) If the rates for any altered, additional or substituted item of work can not be determined in the manner specified in Sub Para (s) `a` to `d` above, the contractor shall within 15 days of the date of receipt of order to carry out the said work, inform the Engineer-in-Charge of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed and the Engineer-in-Charge shall within three months thereafter, after giving due consideration to the rate(s) claimed by the contractor determine the rate on the basis of market rate(s). In the event of the contractor failing to inform the Engineer-in-Charge within the stipulated period of time, the rate which he proposes to claim, the rate of such items shall be determined by the Engineer-in-Charge on the basis of market rates.

Discrepancies and adjustment of Error

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

- a) Description of schedule of quantities.
- b) Particular specifications and special conditions if any.
- c) Drawings.
- d) Specifications specified in the contract.
- e) Indian standard specification of BIS.

Dismantled Materials

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work etc. as NIPER property and such materials shall be stacked as per direction of Engineer-in-Charge within a lead of 50 meters or disposed off to the best advance of NIPER according to the instructions issued in writing by the Engineer-in-Charge.

Safety precautions/ health and sanitary arrangements for workers.


All precautions as per CPWD safety code for the workers and necessary health and sanitary arrangements for them will be taken by the contractor.

(Signatures of the Tenderer)

SECTION-IX	PARTICULAR SPECIFICATIONS	
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1. **SCOPE OF WORK.** The work under the contract shall comprise of regular maintenance/ preventive maintenance and up keep of all fire fighting installations, fire work is defined in the Annexure `A`- Maintenance and up keep of fire fighting installations, Annexure `B`-Refilling of Fire Extinguishers) and Annexure `C`- Spares for Fire Hydrants/ Fire Extinguishers and Fire Alarm system attached to this tender documents. The contractor shall have to detail qualified man who is fully conversant with the job of maintenance and up keeping of fire fighting installations and fire alarming system.
2. **EMD AND SECURITY.** EMD as mentioned under Para 9 of SECTION III shall be submitted by Agency in favour of Director, NIPER payable at Mohali along with the tender. Security Deposit @ 5% will be deducted from each RA bill.
3. **AGREEMENT**
The contractor is required to enter into an agreement with NIPER after acceptance of his tender under the Terms and Conditions stipulated in the above tender as well any other conditions which may be considered necessary for inclusive in the agreement.
4. **STATUTORY REQUIREMENT**
Payment of minimum wages, provident fund and ESI or any other statutory requirement benefits to the staff/ workman deputed at NIPER site shall be borne by the contractor as per prevalent labour laws and will have to be followed by the Agency.
5. **DETAILS OF INSTALLATIONS ETC.**
These are given in Annexure-A and B to this tender. Tenders are required to carefully study and carry out the site inspection of each installation/ building etc to apprise themselves of all the relevant factors.
6. **TERMINATION OF THE CONTRACT**
In the event of failure/ negligence by the contractor/ un-satisfactory towards the performance of the said contract, Director, NIPER reserves the right to terminate the contract without assigning any reason. Further, NIPER shall not pay any damages/ compensation or other expenses on account of termination/ cancellation of the contract.
7. **ARBITRATION**
In event of any question of dispute/ difference arising under this contract, the same shall be referred to the sole arbitrator appointed by the Director, NIPER be referred to arbitration in accordance with arbitration act 1940 or any statutory modifications or re-enactment thereof for the time being in force. The venue of such arbitration shall be S.A.S Nagar (Mohali).
8. **MAINTENANCE OF RECORDS.** The contractor's quoted rates shall include the following :-
(a) Cost of stationary required to maintain the records.
(b) Log sheet for fire hydrants/ fire alarm systems.
9. Complete Fire Alarming and Fire Hydrant system along with all equipments and other related accessories shall be handed over to the Agency in working conditions and it is the responsibility of the Agency to maintain and upkeep it properly during the contract period and hand over back to NIPER after the completion of the contract in proper working conditions.
10. **BUILDING DETAILS.** The NIPER campus is spread over the area of 130 acres approx. The campus is covered with various type of buildings like Teaching & Research Blocks and Research labs (A-I), Animal house, Pilot Plant, Type- II, III, IV, V and VI houses, community centre, Guest House, Swimming Pool and Health Centre, Convention Centre, Bio-availability Centre, Library, Management Building, Heritage Centre, Hostels, Sectt. Building, GLP, TDC, Sub-Station, Utility and other buildings within the NIPER campus.
11. Complete water hydrant system located at different locations in NIPER shall be checked every month by the Agency.
12. To maintain proper positioning of all the extinguishers at each location with reference to that particular area.

(Signatures of the Tenderer)

SECTION-X	GENERAL CONDITIONS OF CONTRACT	
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1. **IDENTITY CARD AND PASSES**

The maintenance staff shall individually be in possession of a temporary identity card/ pass issued by the Contractor/ NIPER. The identity card or pass shall be examined by the security staff at the time of entry and exit from the campus and also at any time or number of times inside the campus. Cost of photos for this purpose shall be borne by the Contractor.

2. **FIRE PRECAUTIONS**

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

3. **CONTRACTOR'S REPRESENTATIVES, AGENTS AND WORKMEN**

Contractor shall employ only Indian Nationals as his representatives, SERVANTS and workmen after verifying their antecedents/ public record and loyalty. He shall ensure that no person of doubtful antecedents and nationality is, in any way, associated with the his contract job.

4. **SPARES FOR OPERATION, REPAIR AND MAINTENANCE (Ref Annexure-C)**

Spares and other consumables required for maintenance of fire hydrant, extinguishers and fire alarm system are mentioned in Annexure-C. The agency has to quote the rates as mentioned in Annexure-C and shall be paid to the Agency if the same are consumed during maintenance. The quantity of particular item may increase or decrease depending upon actual requirement as per site conditions. Those items/ spares which are not covered in Annexure-C shall be treated as extra item and rates for that item shall be derived on the basis of market rates analysis.

5. **DAMAGE TO EQUIPMENT etc.**

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

6. **WATER AND ELECTRICITY**

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

7. Before quoting rates for execution of this work, the prospective agency shall inspect the campus and collect any information along with those provided herewith may seek any clarification from Security Supervisor/ Engineering Section who will give reasonable facilities for this purpose. The tenderer shall also make themselves familiar with the working conditions, accessibility and location of different fire fighting installations inside the campus and buildings.

8. Monthly visit by the representative of the Agency to inspect all the fire extinguishers will be undertaken free of cost and report of the same to be submitted to NIPER by the institute.

9. Unlimited emergency services will be attended free of cost as and when required by the Institute.

10. Agency representative will conduct/ demonstrate/carry out drill during monthly maintenance to train the NIPER employees in operation of equipments free of cost.

11. Replaced spares shall have to be returned by the Agency to NIPER store and maintenance of records for the same will have to be done by the Agency for inspection of NIPER authorities as and when required.

12. Payment shall be made on the basis of running bills to be submitted by the Agency as per actual services provided by them as per specific schedule.

13. The agency will maintain record of all the services/ maintenance carried out to the machinery/ equipment along with the log sheet of machinery run on a specific Performa which will be produced for inspection to NIPER authorities.

14. The maintenance operation undertaken by the Agency will be got inspected by Security Officer, NIPER for satisfactory performance of the assigned task.

15. Any statutory tax/ levies imposed by the Government on the services to be provided by the Agency will have to be borne by tenderer only and NIPER will not entertain any claim on this account.
16. All services shall be provided in cooperation with all the NIPER departments to facilitate their smooth functioning during routine maintenance operations.
17. The agency shall clean all the floors, areas, which might get defaced due to maintenance operations.
18. This contract shall be initially executed for the period of 12 months from the date of issue of LOI. The contract may however, be further extended for next two years depending upon satisfactory performance of the agency during that period with mutual consent on mutually agreed terms.
19. The operation of the above contract will be performed under the control and direction of NIPER, Security In-Charge.
20. Any liaison with local fire authorities with regard to any compliance/ statutory requirement for fire safety of the institute as a whole shall be done by the Agency on behalf of NIPER.
21. Agency will provide inspection report of each service rendered by him of fire alarming system, fire hydrant system and pump system and fire extinguishers (as per Annexure-A).
22. The agency has to certify that all fire installations are in proper working conditions after each inspection and take necessary steps immediately if any installation found not to be in working order.
23. All complaints shall be attended within two days otherwise job may be executed by hiring some other agency at the risk and cost of original agency and penalty shall be imposed @ 1% per week of the awarded value.

(Signatures of the Tenderer)

SECTION-XI	SCOPE OF WORK	
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ACTIVITY-A

1. MAINTENANCE OF FIRE EXTINGUISHERS

Following jobs/works/labour shall be covered under this head.

- 1.1 Checking and repair of valves for their proper functioning.
- 1.2 Checking and replacement of plastic hose of fire extinguishers.
- 1.3 Complete cleaning of fire extinguishers from inside outside.
- 1.4 Opening of extinguishers, examining any corrosion from inside.
- 1.5 Cleaning of nozzle bore and rubber hose, if any.
- 1.6 Checking of chemicals and washers.
- 1.7 Oiling and greasing of all threading components, if required.
- 1.8 Refilling of extinguishers, if required.
- 1.9 Maintaining record of extinguishers with date of refilling/ servicing and pressure testing/ stickers indicating refilling and expiry date.
- 1.10 Replacement of faulty parts.
- 1.11 Weight/ pressure checking of CO2 cylinder and gas cartridge in regular interval of time.
- 1.12 Complete checking to be done once in two months.
- 1.13 All type of maintenance for Fire extinguishers shall be carried out as per standard statutory norms.
- 1.14 Painting of fire extinguishers of required shade and quality with good workmanship on the instructions of Engineer-in-Charge/ his authorized representative.

2. MAINTENANCE FOR HYDRANT SYTEM

- 2.1 **HYDRANT VALVE.** Repair of hydrant valve, lubricating of lugs, performance check of the valve and checking of washers. Checking of water flow with required pressure.
- 2.2 **BRANCH PIPE.** Leak proof connections, cleaning and replacement of branch pipes and nozzles.
- 2.3 **FIRE HOSE PIPE.** Testing of fire hose pipe under water pressure, washing, cleaning with water and brush, drying, applying of French chalk inside the hose. Polishing of coupling, lubricating of hollow lugs, rerolling and keeping the same back in hose box.
- 2.4 **PUMP HOUSE.** Running test of all fire pumps installed at various locations at NIPER.
- 2.5 **HYDRAULIC PRESSURE TESTING.** Pressure testing of pipe line including control valves and fittings.
- 2.6 **Painting.** Painting of fire hydrants, fire pipe lines, fire accessories like buckets, frames etc. as required as per site on the instructions of Engineer-in-Charge/ his authorized representative.
- 2.7 Excavation of pipeline, if required, for maintenance/ repair work will have to be done by the Agency.
- 2.8 Maintenance and upkeep of hydrants complete with all related accessories including replacement of gaskets, nuts, bolts, checking if any leakage, rectification of valves, checking of pipe line and related accessories, hose reel, fire hoses along with water lines installed at various buildings in NIPER campus. Spares shall be paid a per quoted rates in Annexure-C as per actual requirement. The services shall be provided once in two months.
- 2.9 Maintenance and upkeep of fire motor pump unit included all mechanical parts and electrical parts. Payments for spares shall be given extra as per Annexure-C. Any problem arises out at any time shall be got rectified by the Agency. Details of installation is as under :-

- Library 10 HP pump set	-	02 units.
- Library 7.5 HP pump set	-	01 Unit.
- Main pump house pump set 30 HP.	-	01 unit.
- Convention centre pump set 10 HP.	-	01 unit.
- Pilot Plant 10 HP.	-	01 unit.
- Chenab Hostel 7.5 HP.	-	04 units
- 2.10 All type of maintenance for fire hydrants system shall be carried out as per standard statutory norms.

3. MAINTENANCE OF FIRE ALARM SYSTEM

- 3.1 Checking and inspection of general operating system of the fire alarm control panel. It will be the responsibility of the agency to ensure that the panel is maintained properly to avoid any failure during emergency.
- 3.2 The agency will ensure the operation of the system in perfect condition with back up supply during failure of main power supply. Necessary test check will be carried out by the agency in this direction per month.
- 3.3 System will be checked for fault signal by generating an artificial fault signal by generating an artificial fault in the system.
- 3.4 All optical/ acoustic alarm devices will be checked for their working.
- 3.5 Alarm hooter or any other warning devices will be checked for their proper operation.
- 3.6 All detectors will be checked for their proper installation, working and functioning.
- 3.7 Performance test of one detector in each zone will be checked.
- 3.8 Performance check of all automatic fire control panels.
- 3.9 Complete overhauling of control panel.
- 3.10 Complete overhauling of control panel.
- 3.11 Maintenance and up keep of fire alarm system and fire/ smoke/ heat/ beam detectors and related accessories, complete wiring installed in buildings like Auditorium, NTC, library as per detail mentioned in SECTION XII.
- 3.12 Checking/ operation/ maintenance of all fire alarming system complete with all related accessories shall be carried out at the various locations once in two months.
- 3.13 All type of maintenance for fire alarm system shall be carried out as per standard statutory norms.
- 3.14 **HYDRAULIC PRESSURE TESTING.**
Water CO₂, Mechanical Foam, CO₂ type, DCP extinguishers to be tested hydraulically as per IS standards at their due date as per requirement.
- 3.15 The agency has to comply with all type standard maintenance practices being following for fire fighting installation and fire safeties.

4. MAINTENANCE OF FIRE MOTOR PUMPS INCLUDING ELECTRICAL PANELS.

- 4.1 Repair of pumps for proper working.
- 4.2 Re-winding of pump motors of various capacity as per copper winding details of the motors including installation at site for resumption of required performance.
- 4.3 Repair/replacement of gaskets, couplings, neoprene couplers of pumps as required for required performance.
- 4.4 Alignment of pump motors – schedule once in two months.
- 4.5 Repair/ maintenance of electrical contactors, connecting joints of cables, relays, timers etc. installed in the electrical panels as and when required / in emergency.
- 4.6 Painting of electrical panels as and when required including labour.

(Signatures of the Tenderer)

5. ACTIVITY-B

5.1. The list of fire fighting equipments/ installations with related accessories installed at various locations of the institute which will be in the scope of Agency are given hereunder :-

LIST OF FIRE FIGHTING INSTALLATIONS/ MACHINERIES AT NIPER, S.A.S. NAGAR

A. Fire Hydrants with Fire Hose Reel

S. No.	Location	Qty	
		Fire Hydrants	Fire Hose Reel
1	Block-A (Right & Left side)	2	1
2	Block-B (Right side)	1	1
3	Block-C (Right side)	1	1
4	Block-D (Right side)	1	1
5	Block-E (Left side)	1	1
6	Block-F (Right side)	1	1
7	Block-G	1	1
8	Block-H (Right & left side)	1	1
9	Block-I (Right & left side)	2	1
10	Central Store	2	-
11	Animal House (Front)	1	1
12	Auditorium	5	2
13	Chenab Hostel	28	14
14	Library	6	6
15	TDC	5	2

B. List of Fire Alarming Systems installed at NIPER, S.A.S Nagar

S. No.	Location	Qty				
		Fire alarm control panel	Smoke Detector	Heat Detector	Electronic Hooter	Manual Call Point
1	Auditorium	4 Zone - 1 Set	11	0	3	0
2	Library	4 Zone - 2 Set	44	37	11	13
3	NTC	4 Zone - 2 Set	32	0	4	4
4	TDC Dosage	4 Zone - 1 Set	16	0	5	5

(Signatures of the Tenderer)

C. List and Details of Fire Extinguishers

S. No.	Location	CO2 2 Kg	CO2 4.5 kg	ABC 2 kg	ABC 5 kg	DCP 5 kg	Water CO2 9 litre	Foam 9 litre	Foam 50 litres	Total
1	Main Gate				1	1				2
2	Guest House					5	2			7
3	Nursery				2					2
4	Auditorium				17	1				18
	NPFL (Nursery)				2					2
5	Block A									0
	Ground Floor				1	1				2
	Ist Floor		1		1					2
6	Block B									0
	G.F. Corridor		1		2					3
	B-106	1								1
	B-111	1								1
	B-114	1								1
10	Block C									0
	G.F. Corridor		1		1					2
	C-106	1		1						2
	C-114	1		1						2
	Ist Floor corridor				3					3
	2nd Floor				2					2
11	Block D									0
	G.F. Corridor		1		1					2
	C-106			1						1
	C-111			1						1
	C-114			1						1
	Ist Floor corridor		1		1					2
12	Block E									0
	G.F. Corridor					2				2
	E-106			1						1
	E-103			1						1
	E-115			1						1
	Ist Floor corridor					1				1
13	Block F									0
	G.F. Corridor	1								1
	F-111			1						1
	Ist Floor				2					2
	R-212			1						1
14	Block G									0
	G.F.	1				1				2
15	Block H									0

	G.F. Corridor	2	2			3	2			9
	Ist Floor corridor	2	4			2	2			10
16	Block I									0
	G.F. Corridor	1	2			3	4			10
	I-101			1						1
	Ist Floor corridor					5	3			8
17	Store back		1			1				2
	Store Front		1			2				3
18	Animal House									0
	Grnd Floor		1		1					2
	Ist Floor		1		1					2
19	N.T.C		6							6
20	Library		5							5
21	TDC									0
	Grnd Floor		4		2	1		5		12
	Ist Floor			1			1		5	7
	Store				1					1
22	Sub Station		10			1				11
23	AC Plant		4		2					6
24	Beas Hostel									0
	Grnd Floor		4	1		10	11			26
	Ist Floor		6			4	10			20
25	Married Quarters					3				3
26	Satluj Hostel									0
	Block A (Grnd floor)					1				1
	Block B (Grnd floor)					1				1
	Ist Floor						1			1
	Block C (Grnd floor)					1				1
	Ist Floor						2			2
	Block D (Grnd floor)						1			1
	Ist Floor						1			1
	Mess			1	1					2
	Kitchen									0
27	Chenab Hostel									0
28	Girls Hostel									0
	Grnd Floor			1		5	3			9
	Ist Floor					3	3			6
	2nd Floor					3	2			5
29	2012				2					2
31	Secht Building									0

32	Admin Block									0
	Grnd Floor					2				2
	Ist Floor				1					1
33	Heritage Building					1				1
34	MBA									0
	Grnd Floor					1				1
	Ist Floor				1	1				2
35	NBC									0
	Grnd Floor (Room No. 108)									0
	Ist Floor (Room No. 103)				1					1
	Ist Floor (Room No. 104)				1					1
	Room No. 202		1							1
	Room No. 204				1					1
38	T.B lab									0
36	Cafeteria									0
37	Utility Sectors									0
41	Type 2 houses				1					1
42	Type 5 houses				1					1
43	NIPER Bus									0
	Swimming Pool		5							5
30	Engg Section									0
	Grnd Floor					3				3
	Ist Floor				1	1				2
	NIPER Van									0
										0
	Total	12	62	15	46	69	57	5	5	271

D. LIST OF FIRE MOTOR PUMPS WITH ELECTRICAL PANELS

S. No.	Location	Capacity	Qty
1	Library	10 HP	2
		7.5 HP	1
2	Main Pump House	30 HP	1
3	Auditorium	10 HP	1
4	Chenab Hostel	7.5 HP	4
5	Pilot Plant	10 HP	1

E. LIST OF PIPE LINES

S. No.	Location	Capacity	Qty
1	Teaching & Research blocks	Pipe Lines dia 3" to 6"	lot
2	Library	Pipe Lines dia 3" to 4"	lot
3	Auditorium	Pipe Lines dia 3" to 4"	lot
4	Chenab Hostel	Pipe Lines dia 3" to 4"	lot
5	TDC Pilot Plant	Pipe Lines dia 3" to 4"	lot

F. LIST OF CABLES/ WIRES

S. No.	Location	Capacity	Qty
1	Teaching & Research blocks	Cables/ wires connected with pump motors of respective capacity from 7.5 HP to 30 HP	lot
2	Library		lot
3	Auditorium		lot
4	Chenab Hostel		lot
75	TDC Pilot Plant		lot

G. LIST OF Fire Bucket

S. No.	Location	Capacity	Qty
1	Teaching & Research blocks	7 kgs	28
2	Library	7 kgs	4
3	Auditorium	7 kgs	3
4	Chenab Hostel	7 kgs	4
5	TDC Pilot Plant	7 kgs	7
6	TDC Dosage	7 kgs	2

H. LIST OF Fire Bucket Stand

S. No.	Location	Capacity	Qty
1	Teaching & Research blocks	7 kgs	12
2	Library	7 kgs	1
3	Auditorium	7 kgs	1
4	Chenab Hostel	7 kgs	1
5	TDC Pilot Plant	7 kgs	2
6	TDC Dosage	7 kgs	1

6. ACTIVITY-C.

TRIAL RUN/ EMERGENCY REQUIREMENTS FOR FIRE FIGHTING

- 6.1 Fire hydrants shall be run on trial basis once in a two months.
- 6.2 Fire extinguishers shall be run trial basis with expired/ reduced pressure as per the requirements of the institute other than emergencies.
- 6.3 Sand buckets shall be used on trial basis once in a two months.
- 6.4 The Agency shall ensure that sand is filled in the fire buckets at all times.
- 6.5 Ladder/accessories required to carry out such emergency activities/trial run shall be in the scope of Agency.
- 6.6 Vehicle required if any for manpower as well as material movement in emergency or trial run shall be in the scope of Agency.
- 6.7 Manpower required to carry out trial run/ emergency shall be arranged the Agency and same shall be in the scope of Agency.
- 6.8 In case of emergency, the Agency shall co-ordinate with local fire department for fire control and safety measures. The cost involved if any shall be in the scope of Agency.

(Signatures of the Tenderer)

ACTIVITY-D
7. FIRE SAFETY MANAGEMENT SYSTEM

(AS PER GUIDE LINES OF NATIONAL SAFETY COUNCIL)

The following points are required to be strictly adhered by the Agency :-

S. No.	Code No. of NSC Report	Point No.	Checks for Electrical and Fire Safety
FIRE SAFETY MANAGEMENT SYSTEM			
Fire Fighting Training			
1.	3.1.3	2	1. Hands on fire fighting training and refresher trainings should be given to contract workers, security people and employees (Emergency Response Team members), as they are first responders in case of fire emergencies.
Fire Inspection			
2.	3.1.4	1, 2 & 3.	1. Joint inspection by a team comprising fire and electrical executives should be carried out on monthly basis to ensure pruning of loose cables/ wires to avoid short circuit and fire prevention. 2. Separate check list should be prepared block wise and report should be submitted to concerned reporting authorities. 3. Recommendations on deviation should be compiled in time bound frame.
FIRE PROTECTION SYSTEM			
Fire Detection and Fire Alarm System			
3.	3.4.1	1, 6 & 7	1 Fire detection and fire alarm system should be working condition and maintained. 2 Maintenance and testing of the smoke detectors should be carried out by either team of electrical person and fire or by third party under the observation of team. Testing records should be maintained and testing should be also required in remote area. IS 2189 may be referred. 3 Fire Alarm Register should be maintained which will provide date of receiving the fire alarm in area, name/ s of person/s attending, time and duration of attending, and action taken.
PORTABLE FIRE EXTINGUISHERS			
4.	3.4.2	3	1. Fire extinguishers should be maintained as per IS 2190 on quarterly basis. No extinguishers without pressure or in broken condition is allowed in any facility.
FIRE HYDRANT SYSTEM			
5.	3.4.3	4, 8, 12(1), 12(2), 12(3) and 12(4)	1. Nozzles should be provided in each hose box. 2. Pilot plant is coming under high hazard occupancy whereas occupancy is more in Chenab Hostel and Library building. Hence, system provided for all the buildings should be operating condition always. 3. Fire water should not be used for any other purpose as per 7.6.2 of Fire Protection Manual of TAC. 4. All the hose reel drum should be accessible always. 5. No alteration for inlet or outlet line is allowed as this is first-aid equipment for fire fighting. 6. Nozzles at user end should be provided and maintained in working condition.

(Signatures of the Tenderer)

8. Extra items


8.1 Spares/ items not covered in SECTION-XII (Part C) shall be procured by Agency if required in case of any emergency. The rates for the such type of works/ items shall be payable to the Agency as per the directions of Engineer-in-Charge on approval of the Competent Authority.

9. Recording of Observations

9.1 All readings with respect to testing as per the Schedule shall be recorded in register/ soft copy for ready reference.

9.2 The records maintained shall be put up on monthly basis to the Engineer-in-Charge for verification.


(Signatures of the Tenderer)

SECTION-XII	SCHEDULE OF QUANTITY (Price Bid)	
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PART-A

Annual Maintenance and Up Keep of Fire Extinguishers, Fire Hydrants and Fire Alarm system etc at various locations in NIPER, S.A.S Nagar.


S. No.	Description of items	Unit	Qty	Rate	Amount
1	Maintenance and Upkeep of fire extinguishers installed at various locations of different buildings in NIPER campus as per Scope of Work (SECTION XI) of tender (Frequency once in two months).	Services	6		
2	Maintenance and Upkeep of fire hydrants and their accessories includes replacement of gasket, nuts and bolts, checking if any leakage, rectification of valves, checking and repair of pipe line and related accessories, hose, reels, fire hoses , painting of Fire safety installations/equipments sets along with the water lines etc. as per Scope of Work – SECTION XI of Tender, installed at various buildings in NIPER campus. Spares shall be paid as per quoted rates SECTION-XII – Schedule of Quantity and as per requirement (Frequency once in two months). Location and quantity of Fire Hydrants including all related accessories. a) Teaching & research Block - 13 sets. b) Library - 06 Sets. c) Auditorium - 05 Sets. d) Chenab Hostel - 28 Sets. e) TDC Pilot Plant - 05 Sets.	Services	6		
3	Maintenance and upkeep of fire alarm system and fire/ smoke/ heat detectors, main fire control panel, hooters, manual call point and complete wiring installed in buildings (Library, Auditorium and NTC etc.) at NIPER. Spares shall be paid extra as per quoted rates SECTION XII – Schedule of Quantity and as per requirement. (Frequency once in two months). a) Auditorium 4 zone panel system - 01 Set. b) Library 4 zone panel system - 02 Sets. c) NTC 4 zone panel system. - 02 Set. d) TDC Dosage 4 panel zone. - 01 Set/	Services	6		
4	Maintenance and upkeep of fire motor pumps including of all Mechanical and Electrical parts like foot valves in water tank, butterfly valves, flange, gaskets, NRV's, welding of pipe joints, nuts & bolts, bearing etc and control panel including star delta starters (contractors, overload relays, timer, fuses, control wiring etc.) shall be within the scope of contractors. (Spares shall be paid extra as per quoted rates in SECTION XII – Schedule of Quantity. (Frequency once in two months) a) Library - 10 HP - 02 Sets. - 7.5 HP - 01 Set. b) Main Pump House - 30 HP - 01 Set. c) Auditorium - 10 HP - 01 Set. d) Chenab Hostel - 7.5 HP - 04 Sets. e) Pilot Plant - 10 HP - 01 Set.	Services	6		
Total of Part A					

SECTION-XII	SCHEDULE OF QUANTITY (Price Bid)	
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PART-B**Refilling and Repair of Fire Extinguishers at NIPER, S.A.S. NAGAR.**

S. No.	Description of items	Unit	Qty	Rate	Amount
1	CO ₂ Type 2 Kg.	No	12		
2	CO ₂ Type 4.5 Kg.	No	62		
3	ABC Type 2 Kg.	No	15		
4	ABC Type 5 Kg.	No	46		
5	DCP 5 Kg capacity.	No	69		
6	Water CO ₂ Type 9 Litre	No	57		
7	Mechanical Form 9 Liters capacity	No	5		
8	Mechanical Form 50 Liters capacity	No	5		
		Total	271		
		Total of Part B			

(Signatures of the Tenderer)

SECTION-XII	SCHEDULE OF QUANTITY (Price Bid)	
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PART-C**Spares For Fire Hydrants/ Extinguishers and Fire Alarm System**

S. No.	Description of items	Unit	Qty	Rate	Amount
1	Providing first aid hose reel wall mounting swinging type duly painted with provision of handle to rotate duly painted and supported dia 500mm x 220mm (width). Newage/ Padmini Make.	No	2		
2	Providing High pressure braided rubber hose pipe cable to withstand pressure of 10 Kg/cm ² dia 25mm x 30 meters (length)	No	6		
3	Providing GM shut off valve with 6mm bore.	No	2		
4	Providing heavy duty C.I. gate valves, internal threaded of dia 25mm as per IS 884-1969.	No	2		
5	Providing synthetic cotton fibre circular woven jacketed rubberized fabric reinforced rubber line fire hose delivery, pipes as per IS:636 including winding instantaneous type coupling in complete dia 63mm.				
	a) 15m	No	10		
	b) 30m	No	1		
6	Providing Gun Metal Male Female instantaneous type coupling	No	2		
7	16 gauge MS sheet replacement - 1.5mm x 30cm	No	1		
8	Glass 1.5' x 1' x 4mm thick	No	10		
9	Hydrant gasket dia 63mm x 4mm thick	No	5		
10	Providing gum metal shutt off nozzle (newage Make)	No	6		
11	Providing and fixing standard heavy duty gun metal branch pipe nozzle dia 15mm normal bore outlet with standard instaneous type winding 63mm.	No	2		
12	Providing and fixing Neoprene gasket two way for glass fitting in hydrant box.	No	10		
13	Hose with foam making branch for mechanical foam type fire extinguishers	No	2		
14	Providing and fixing of fire extinguishers pipe for ABC/ DCP type fire extinguishers of capacity 5 Kg.	No	20		
15	Manual Call Point	No	2		
16	Base for ionisation type optical smoke detector system. Sensor/ Appollo Make.	No	1		
17	Ionisation type optical smoke detector complete with base LED flasher (6 flashers/ minute) with accessories conforming to BS-5446-1977-BSS445-1984 system.	No	3		

	Sensor/ Appolo Make.				
18	Providing and fixing of butterfly valve of the following dia sizes complete with bolts nuts washers and rubbers gasket as required. Make - Sir/ Castle/ Zoloto.				
	150mm dia	No	1		
	100mm dia.	No	1		
	80mm dia.	No	1		
	65mm dia.	No	1		
19	Providing and fixing iron double flanged type Non Return Valve/ Wafer type of size complete with bolts nuts washers and rubber gasket as required. Make - Kalpana/ Castle/ Taj/ ISI/ Arrow				
	150mm dia	No	1		
	100mm dia.	No	1		
20	Providing & fixing free hose cabinet for two hoses.	No	2		
21	Hose with foam making branch for mechanical foam type fire extinguishers 9 Liters.	No	4		
22	Providing/Fixing/Testing of Air release valve 15 nb.	No	1		
23	Providing/Fixing and two way fire brigade inlet to hydrant outside the building.	No	1		
24	Providing/ Fixing/ Testing of pressure gauge complete with valve and other accessories 100mm dia.	No	2		
25	Providing/ Fixing electronic hooter with in built speaker, mounted in MS sheet box duly painted and finished with cover plate.	No	2		
26	Providing/ Fixing of fire extinguisher horn for CO2 fire extinguishers 4.5 kg	No	10		
27	Handle with siphon gauge etc for 5 Kg/ 2 Kg ABC type fire extinguishers.	No	15		
28	DCP/ water Co2 Fire Extinguishers cap	No	5		
29	Co2 type Fire extinguishers capacity 4.5 kg.	No	5		
30	Horn for CO2 type 2 Kg Fire Extinguishers	No	5		
31	Safety pin for DCP/Water CO2 type Fire Extinguishers.	No	10		
32	Safety lock set for CO2 type Fire Extinguishers.	No	10		
33	Safety Pin for CO2 type Fire Extinguishers 4.5/ 2.0 kgs.	No	20		
34	Gas Cartridge for Water CO2 type fire Extinguishers 9 liters.	No	20		
35	Gas Cartridge for Mechanical foam type fire Extinguishers 9 liters.	No	10		
36	Gas Cartridge for DCP type fire extinguisher 9 liters.	No	20		
37	Hook for all type of Fire Extinguisher.	No	25		
38	Adopter GM for hydrant valve 63mm	No	3		
39	Wheel CI for hydrant valve	No	2		
40	Hydrant valve complete set	No	1		
41	4 Zone fire alaram control panel micre processer based make apollo/ system sensor	No	1		

42	Ball bearing for pumps ZZ6308	No	6		
43	Ball bearing for pumps ZZ6309	No	6		
44	Ball bearing for pumps ZZ6305	No	6		
45	Foot valve leather gasket dia 150mm	No	4		
46	Foot valve leather gasket dia 100mm	No	4		
47	Fire Extinguisher ABC type 4 kg.	No	7		
48	Fire Extinguisher ABC type 2 kg.	No	5		
49	Butter fly valve dia 100mm castle	N	2		
50	Contactora ML 6 rating. Make siemens	No	2		
51	Contactora ML 4 rating Make siemens	No	2		
52	Rewinding of 10 HP fire pump motor.	No	1		
53	Rewinding of 7.5 HP fire pump motor.	No	1		
54	Rewinding of 30 HP fire pump motor.	No	1		
55	Over load relay 25-45 Amp.	No	1		
56	Paint Post office Red shade	Litre	10		
57	Paint Post office White shade	Litre	10		
58	Battery for Fire alarm & control panel 9/12V	No	4		
59	Fire Bucket for sand cap 10 kg	No	5		
60	Mech foam type fire extinguisher cap 50/45 litre with Co2 cylinder 2 kg as propelling agent.	No	1		
	Total of Part C			*****	

(Signatures of the Tenderer)

SECTION-XII	SCHEDULE OF QUANTITY (Price Bid)	
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**Summary
(To be filled up by the Contractor)**

S. No.	Details of SECTION XII	Particulars of works/Services	Total Cost Quoted (In Rs.)
1	PART - A	Annual Maintenance and upkeep of fire extinguishers, fire hydrants and fire alarm system.	*****
2	PART - B	Refilling and Repair of fire Extinguishers	*****
3	PART - C	Spares for Fire Hydrants/ Extinguishers and Fire Alarm systems.	*****
		Total	*****
		GST @ ___%	*****
	Grand Total in figures*****		
	Grand Total in words		

Signature of the Tenderer with Stamp

Name : _____

Address : _____

Mobile No : _____