



SAS Nagar

**National Institute of Pharmaceutical Education and Research
(NIPER)**

Sector 67, S. A. S. Nagar, Punjab-160062

Telephone No. 2214682-87, Fax No. 0172-2214692,2230068

No. NIPER/PUR/NIQ44/IND 13961/

Date 02.03.2017

Name of Work: Annual Maintenance Contract for Periodical Cleaning of RCC Underground and overhead Water Tanks and PVC Water tanks at NIPER SAS Nagar.

NIPER intends to get the work of Annual Maintenance Contract for Periodical Cleaning of RCC Underground and overhead Water Tanks and PVC Water tanks at NIPER SAS Nagar, Detailed BOQ and terms condition is enclosed for your reference.

You are, therefore, requested to send your offer for the same. Rates should be quoted in enclosed BOQ only duly stamped and signed by the authorized signatory. Your quotation superscribed as **“Quotation for Annual Maintenance Contract for Periodical Cleaning of RCC Underground and overhead Water Tanks and PVC Water tanks at NIPER SAS Nagar Due on 27. 03.2017”** should reach Reception Counter in the Secretariat Building of NIPER on or before **27.03.2017** upto 3.00 p.m. to be opened on **27.03.2017** at 3.30 p.m. in the Conference Room on the first floor of Administrative Bhawan of NIPER.

Yours faithfully

For Director NIPER

BOQ for AMC for Periodical Cleaning of Underground & Overhead Water Tanks and PVC Water Tanks installed in Residential, Institutional and Hostel area at NIPER, S.A.S Nagar

S. No.	Ref DSR-2014	Description	Qty	Unit	Rate	Amount
1	NS	Cleaning of water tanks as per details mentioned below complete in all respect as per direction of Engineer-in-Charge :-				
		(i) Dewatering by Mechanical pump				
		(ii) Removal of left/ over sludge, slit and dirty water with sludge removal pump.				
		(iii) Cleaning of all walls, floor and roof by high pressure of upto 250 bars.				
		(iv) Removal of remaining sludge from the floor with the help of industrial vaccum cleaner.				
		(v) Spraying of non-toxic, biodegradable ECO friendly anti bacterial agent, certified by Govt. approved lab to disinfect the tanks of all harmful pathogens.				
		(vi) Treatment of inside of tank by exposing to U.V. radiation to kill further suspended bacterial if any.				
(a)		Underground water tanks of drinking water of capacity 500000 litres	1	No		
(b)		Overhead water tanks of drinking water of capacity 300000 litres	1	No		
(c)		Overhead water tanks capacity 1500 and 2000 litres	26	Each		
(d)		Overhead water tanks capacity 500 and 1000 litres	230	Each		
(e)		Overhead water tanks capacity 3000 litres.	4	Each		
(f)		Overhead water tanks capacity 10000 litres.	1	Each		
		Total cost for 1 Time in six months Rs. =				
		Toal cost for 02 Times in 01 year (Rs. per annum) Rs. =				

Proper Letter pad should be used as forwarding letter mentioning name Address, Contract Numbers, Sales tax, Copy PAN and TIN Number alongwith this quotation

Signature & Seal of Vendor

AMC for Periodical Cleaning of RCC Underground (UG) and Overhead (OH) Water Tanks and PVC Water Tanks at NIPER, S.A.S Nagar.

General Terms and Conditions

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

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

Period of Contract

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

Scope of Service

2. During the term of this Agreement the second party agrees for Periodical cleaning of UG and OH water tanks and PVC water tanks and for this purpose the Agency will provide the following services.

Maintenance Schedule

3. The AMC covers two times regular/ periodical cleaning of UG and OH water tanks and PVC water tanks in a year.

Working Hours

4. The work related with periodical cleaning of these water tanks shall normally be done during working hours of the institute. However, in case of emergency, periodical cleaning of these water tanks may have to be done beyond office hours and even on holidays. Prior arrangement through proper communication should be worked out in all cases by the servicing agencies.

Payment Terms

5. AMC charges are payable on six monthly basis and will be released on the basis of running bill/ final bill put up by the Agency on the basis of actual work done only after carrying out periodical cleaning with deduction of 5% amount as Security

Deposit from each running bill which will be released after successful completion of AMC period and payment of final bill.

Additional Charges

6. The AMC cost includes the travelling cost of rendering services through out the year.

Statutory Levies

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

Reporting Authority

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

Response Time & Penalty clause for violation

9. The agency is responsible for any damage to these water tanks as per BOQ during the periodical cleaning and the agency shall pay for such damage to NIPER.

General Terms and Conditions

10. The deduction of income tax from the bills of the Agency will be made at source as per rates applicable from time to time.
11. 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.
12. Service tax, as applicable, shall be payable extra. The deduction of TDS from the bills of the agency will be made at source as per rates applicable from time to time. All taxes as applicable shall be payable, if due.
13. Security Deposit @ 5% of each running account bill of the contract will be deducted from each RA bill.
14. The contractor is required to enter into an agreement with NIPER after acceptance of this contract under the terms and conditions stipulated in the above tender or any other conditions which may have been agreed mutually during the discussion before award of work.
15. Inspection of all RCC UG and OH water tanks and PVC water tanks will be carried out before quoting the rates for proper neat and cleaning as per BOQ.
16. 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.
17. The Agency/Service Representative will visit the site where RCC UG & OH water tanks and PVC water tanks installed in the NIPER campus for carrying out annual maintenance contract on six monthly basis. He will submit Service Report after carrying out the periodical cleaning of RCC UG and OH water tanks and PVC water tanks to the Engineer-in-Charge.
18. The Agency is responsible for maintaining the proper records of periodical cleaning of these water tanks carried out on six monthly basis to verify for release of

payments on account of raised RA bills. In this regard, a proper register will be opened by the Agency and signatures of each user shall be obtained and kept in records subject to verification by the Engineer-in-Charge.

19. Periodical cleaning of RCC underground and RCC overhead water tanks shall invariably be completed in one day in all respects under any circumstances.
20. Periodical cleaning of all RCC UG and OH water and PVC tanks as per BOQ shall be completed as per instructions of Engineer-in-Charge within reasonable time.
21. All safety measures to the human lives detailed to carry out the periodical cleaning of these water tanks are required. All precautions as per CPWD safety code for the safety of workers and necessary health and sanitary arrangements for them will be taken by the Agency.
22. Any clarification required to be sought may be obtain from Engineering Section, NIPER before due date of submission of quotation.
23. The AMC may be considered for extension subject to satisfactory performance and mutual consent.
24. The Agency fails to fulfill and comply with any of the terms and conditions of this agreement, NIPER may terminate the said awarded contract to agency giving one month notice as deemed fit by Competent Authority NIPER.
25. AMC/CMC shall be a contract under the laws of India and for all purposes shall be governed by and construed and enforced in accordance with the law of India.
26. In case of any loss or damage to the property of the institute which is attributable to the firm, the full damages will be recovered from the firm.
27. The firm shall not transfer or sub-allot the contract to any one else.
28. The firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
29. The firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust, diligently and honestly.
30. Any misconduct/ misbehavior on the part of the manpower deployed by the company will not be tolerated and such person will have to be replaced immediately.
31. Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of employer and employees between the parties.
32. Any of the machine/ equipment/work (as mentioned in the tender document may be withdrawn at any time during the period of maintenance contract, maintenance charges for such equipment will be payable on pro-rata basis. Similarly, same category/ type of equipment can be added during the period of maintenance contract and maintenance charges will be paid on pro-rata basis.
33. The contract may be renewed for further period(s) on mutually agreed terms & conditions based upon satisfactory services provided by the firm.
34. Conditional tenders or quotation not filled as per instructions contained in DNIT are liable to be rejected.

Amendment and entirety of agreement

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

Force Majeure Clause

36. In case of fire, theft, riots, war, acts of terrorism, earth quake, Act of God etc. or under any cause/s beyond reasonable control of the Service Provider, or if the Service Provider is prevented from performing its function under this contract over a period of seven days, the Service Provider shall not be liable or deemed to be in default of any of failure in performance stated in this contract.
37. In case of any mis-happening/ loss of life, the Agency has to bear all the claim and responsibility etc and the NIPER will not be responsible for any kind of payment to workers or contractor under these circumstances.

Court of Law

38. The entire dispute shall be subject to the jurisdiction of the Court of Law at S.A.S Nagar (Punjab).
39. The decision of the Director, NIPER, S.A.S. Nagar shall be the final and binding on the contractor/ agency in respect of any clause not covered under the contract and any matter incidental to the contract.
40. Director, NIPER reserve the right to terminate the contract with immediate effect without assigning reasons.
41. The Terms & Conditions as stipulated in the under/NIQ documents and enclosed herewith, shall be part of the agreement.
42. In case of Dispute/Arbitration between the Agency and NIPER, S.A.S Nagar related to said contract, the matter shall be referred to the Sole Arbitrator appointed by NIPER, SAS Nagar. Under such circumstances, the decision of the Sole Arbitrator shall be final and binding in any respect of any dispute between the parties.
43. The decision of the Director, NIPER, S.A.S. Nagar shall be the final and binding on Agency.