



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/NIQ45/IND A-346/

Date 02.03.2017

Name of Work: Annual Maintenance Contract for Solar water Heating Systems Installed at Various Locations in NIPER Campus Mohali .

NIPER intends to get the work of **Annual Maintenance Contract for Solar water Heating Systems Installed at Various Locations in NIPER Campus Mohali**, 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 Solar water Heating Systems Installed at Various Locations in NIPER Campus Mohali 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 of Solar Water Heating Systems Installed at Various locations in NIPER Campus S.A.S. Nagar

S.No.	Description	Total Qty (LPD)	Rates per LPD	Total Amount
1	AMC of Solar Water Heating Systems Installed at NIPER S.A.S. Nagar	22700		
		Total Rs.		

AMC for Solar Water Heating Systems installed 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 to maintain the Solar Water Heating Systems in good working order and for this purpose will provide the following repair and maintenance services.

Maintenance Schedule

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

Replacement of Parts

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

Working Hours

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

Payment Terms

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

Additional Charges

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

Statutory Levies

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

Reporting Authority

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

Response Time & Penalty clause for violation

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

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

General Terms and Conditions

1. The deduction of income tax from the bills of the Agency will be made at source as per rates applicable from time to time.
2. Service tax, as applicable, shall be payable extra.
3. 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.
4. The Service Technician will visit the site of SWHS installed in the NIPER campus for carrying out service/ repair on monthly basis. He will submit Service Report to the Engineer-in-Charge.
5. Painting of complete structure used in SWH system shall be carried out once in every year.
6. The service of major components as solar collectors, hot water flow pipe, blockage and de-scaling, wherever required, will be done in a year for 100% efficiency of the system.
7. The systems dismantling, re-assembling and re-installation will be done under AMC, if required, for proper functioning of the system.
8. All the solar collector glasses will be cleaned on quarterly basis during the contract period. The Service Technician will visit on monthly basis for carrying out general inspection for checking out 100% efficiency of the system.
9. All the systems inspections will be carried out for proper flow of water, leakage of pipes, solar collector, proper functioning of thermo phonic and controlling of temperature of hot water will be done by the service Technician in every week.
10. The insulation work with rock wool, chicken mess, aluminum will be done with no extra cost, wherever insulation is to be carried out during AMC period.
11. Repair and servicing of SWHS shall be completed on NIPER's request within reasonable time.
12. The Service Technician will visit the locations within 24 hours on receipt of any call made from NIPER.
13. 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.
14. 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.
15. The firm shall not transfer or sub-allot the contract to any one else.
16. The firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.

17. 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.
18. In case of any accident/ loss of life of the workers during discharging duties compensation to be given to the workers, the same shall be borne by the firm.
19. 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.
20. Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of employer and employees between the parties.
21. 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.
22. The contract may be renewed for further period(s) on mutually agreed terms & conditions based upon satisfactory services provided by the firm.
23. The accepted rate shall remain firm/valid for the entire duration of contract.
24. The offers submitted by the parties shall be valid for a period of 3 months.
25. The Agency fails to fulfill and comply with any of the terms and conditions of this agreement, NIPER may terminate the said awarded contract to agency giving one month notice as deemed fit by Competent Authority NIPER.

Amendment and entirety of agreement

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

Force Majeure Clause

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

Court of Law

28. 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.
29. The entire dispute shall be subject to the jurisdiction of the Court of Law at S.A.S Nagar (Punjab).
30. 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.
31. Director, NIPER reserve the right to terminate the contract with immediate effect without assigning reasons.
32. The Terms & Conditions as stipulated in the under/NIQ documents and enclosed herewith, shall be part of the agreement.