

**ICMR - NATIONAL INSTITUTE OF MALARIA RESEARCH
(Indian Council of Medical Research)
Sector – 8, Dwarka
New Delhi - 110077**

Tender No. NIMR/Tender/Building Maintenance/2018-19

**TENDER DOCUMENT
FOR
Building Repairs, Operations and Maintenance of Services**

DATE OF ISSUE	18.08.2018
PRE BID CONFERENCE	29.08.2018 at 03:00 PM
LAST DATE OF SUBMISSION	07.09.2018 upto 02:00 PM
DATE OF OPENING	07.09.2018 at 03:00 PM
PLACE OF SUBMISSION OF TENDER	Tender Box placed in Store Section, Room No.405 at Ground Floor of NATIONAL INSTITUTE FOR MALARIA RESEARCH, SECTOR-8, DWARKA, NEW DELHI - 110077
TELEPHONE No.	011-25307216 25307407
FAX No.	011-25307177

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ICMR - NATIONAL INSTITUTE OF MALARIA RESEARCH (NIMR)
(AN INSTITUTE UNDER ICMR, NEW DELHI)
SECTOR-8 DWARKA, NEW DELHI-110077

NOTICE INVITING TENDER (NIT)
(Building repairs, Operations and Maintenance of various services)

No. NIMR/Tender/Building Maintenance/2018-19

Sealed tenders are invited in **Two Bid System** from the Public Works Organizations or Public Sector Undertakings for Comprehensive Annual Contract (inclusive of men power and materials) for **Repair works, Plumbing, Operation and Maintenance of Electrical Installations, Central HVAC Plant, Water treatment plant/R.O. Water Plant, Fire detection & Fighting Equipments, Horticulture etc. at National Institute of Malaria Research (NIMR), Sector-8 Dwarka, New Delhi-110077.** The details of the contract work i.e. the NIMR premises comprises of Administrative and Research Block (Basement floor, Ground floor plus three floors and Terrace) **and open area.** Generally, the repair, operations and maintenance will be required in the following areas:

- I) Civil works viz. Masonry, Plastering, Concreting, Painting, Carpentering, Steel Work, Aluminum Work, Earth Work, Repairing of damaged walls, roofs, floors, seepages, false ceiling, Wooden and Aluminum Doors and Windows, Glass panes, Floor Spring Door, Stoppers, Handles, Locks, Drainage and sewage system of whole campus etc.
- II) General works of Plumbing (Fixtures and flushing system of WC and urinals, Blockage removal, Seepage and Leakages repairing, Wash Basins, Geysers, Showers, Traps, Cocks fountain etc.), maintaining Water Supply, Piping System Underground and Overhead Water Tanks, Drainage and Sewage System, Cleaning of tanks, Water Cooler, Daily water level Maintaining in Tanks of Firefighting, Raw water, RO water, Piping and accessories etc.
- III) Tube well (2nos. Submersible Pump 80 mt. Head Discharge 3.5 LPS with all accessories, Electric Control Panels, Cable for Pumps, distribution Pipe and other accessories in whole campus for irrigation and future construction works etc.)
Annexure-II
- IV) Water treatment/R.O. water Plant of 12000 Lt. capacity, Filtration Plant, Raw Water Pump, R.O. Drinking water pump, Flushing water pump, Submersible pump, RO system, Butterfly and NR valves, Electrical panels, Anti Scalents, Water Softeners with pumps and chemicals to supply water to central AC Plant, piping and accessories etc.
Annexure-III

- V) Fire Fighting and Detection (Electrical & Diesel driven Fire Pumps, Jockey Pump, Electrical Panel for Fire Fighting, Pressure switches, Gauges and other accessories Different Valves, Hosepipes, Hose Box, Internal Hose Box, Fire Hydrants, Smoke and Heat Detectors, Response Indicators, Hooters, PA System, Different Fire Extinguishers, Mock drill etc.), Raw water supply pumps to maintain water level to overhead tank along with its electric panel and other accessories etc.

Annexure-IV

- VI) Electrical Works (Electric Sub-station viz. VCB panel, Transformers, Main LT Panel, HT Panel, Synchronizing panel, 2 Nos. of 1000KVA Dry type transformers, DG set 500 KVA, 82KVA, 40KVA etc., Internal & External Electrical installations viz. wiring, ELCBs, Road lights, fixtures, Bus bars, panels etc.)

Annexure V

- VII) HVAC Air Conditioning (AC plants, AHUs, Chilled water pumps, Ducting for AC, Dampers, Chilled water pipes, Different Valves, Thermostat, Electric Strip Heater, Humidifier, FCUs, Electric AC panels etc.), Hot rooms, Cold rooms Window-ACs, Split-ACs etc.

Annexure-VI

- VIII) Horticulture (Lawn area 3212 sq. mt., Hedge 355 mt. Internal & External Plants and “Flower Pots” etc.). The empty land of the NIMR campus will always be kept cleaned in order to avoid weeds/ shrubs etc. Disposal of the waste materials to be done at proper place

2. Eligibility and Pre-qualification Criteria for Bidders:

- i. One completed similar work (Annual Building repair works and Operation & Maintenance of various services viz. Electrical Installations, Central HVAC Plant, Central R.O. Water Plant, Fire Fighting Equipments, Horticulture, Plumbing etc.) costing not less than 112 lakh (80% of Rs.140 lakh) in last seven years ending previous day of last date of submission of tender.
- ii. Two completed similar work (Annual Building repair works and Operation & Maintenance of various services viz. Electrical Installations, Central HVAC Plant, Central R.O. Water Plant, Fire Fighting Equipments, Horticulture, Plumbing etc.) costing not less than 84 lakh (60% of Rs.140 lakh) in last seven years ending previous day of last date of submission of tender.
- iii. Three completed similar work (Annual Building repair works and Operation & Maintenance of various services viz. Electrical Installations, Central HVAC Plant, Central R.O. Water Plant, Fire Fighting Equipments, Horticulture, Plumbing etc.) costing not less than 56 lakh (40% of Rs.140 lakh) in last seven years ending previous day of last date of submission of tender.
- iv. Above works should have been carried out in Central Govt. / Autonomous Body/ Central PSU), (including National level Govt. laboratories/Institutes).

3. **Period of contract:** - Period of the Contract will be for one year effective from the award/ Commencement of work. The contract may be subsequently renewed for another three year- one year at a time on the same terms & conditions, on the basis of mutual consent between the two parties.
4. The NIT documents can be downloaded from the NIMR web site www.nimr.org.in and submitted along with the tender price of Rs.1000/- (Rupees One Thousand only) in the form of an A/c Payee Demand draft of Banker's cheque of any Nationalized Bank in favour of Director, NIMR, Delhi along with the duly filled-in tender.
5. **Techno commercial Bid (Envelop No.1) to contain the following: -**
- (a) **Earnest Money Deposit of Rs.20,000/-** (Rupees Twenty thousand only) @2% of tendered value (as per CPWD norms) in the form of an A/c Payee Demand Draft or Banker's Cheque or Bank Guarantee from any of the Nationalized Banks in favour of Director, NIMR, Delhi payable at New Delhi should accompany the tender. Tenders received without earnest money and tender fee will be invalid. The Earnest money Deposit is to remain valid for a period of 180 days (in case the EMD is submitted in the form of Bank Draft, the same will have to be revalidate after three months by the firm) beyond the final validity period of the Bid.
The Earnest Money Deposit of the unsuccessful bidders will be returned to them at the earliest at the expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
 - (b) Necessary evidential proof for qualifying the eligibility criteria, proof of PSU, proof of registered office in Delhi/ NCR.
 - (c) All the documents including the Original Tender duly signed and stamped by the bidder on each page in token of acceptance of the tender conditions.

However "Price Bid" Format (Page No.23 to 24) need to be photo copied and submitted in envelop No.02 after filling up the prices, duly signed and stamped by the bidder.

6. Price Bid (Envelop No.2) should contain as under and sealed:

The percentage (%) of service charge on the actual cost of the material for the work and man power deployed for repair, Operations and maintenance shall be shown in the Financial/Price Bid. All the taxes, duties, cess etc. relevant to the bid should be shown separately in the Price Bid.

7. Two Bid System:

Both the bids namely Technical Bid in a sealed Envelope No. (1) Super scribed as "Technical Bid for Annual Building Repairs, Operations and Maintenance of Services" and the Price Bid in a sealed Envelope No. (2) Super scribed as "Price Bid for Annual Building Repairs, Operations and Maintenance of Services" and these both the envelopes No.1 & 2 should be put

together in another sealed Envelope No. (3) Super scribed as “Bid for Annual Building Repairs, Operations and Maintenance of Services of NIMR”, **date and time of opening written both on the inner and outer envelopes.** The complete Tender duly addressed to The Director, National Institute of Malaria Research, Sector-8 Dwarka, New Delhi - 110077 should be sent to The Director, National Institute of Malaria Research, Sector-8 Dwarka, New Delhi - 110077, so as to reach by due date & time. Late Bids, for whatsoever reason, will NOT be considered and no communication of any nature will be entertained by NIMR in this regard.

8. Validity of Bid:

Tender submitted shall remain valid for 180 days from the date of opening for the purpose of acceptance and award of work. However, the validity beyond 180 days shall be by mutual consent.

9. Signing of Documents

All pages of the tender document shall be signed at the lowest right hand corner, wherever required and stamped by the Bidder or his representative holding the Power of Attorney, as a token of acceptance of tender conditions. Any amendment, addenda or corrigenda to these tender documents, if issued, must also be signed & stamped and submitted along with the tender documents.

10. Submission of Tender

The tender(s) duly filled-in and signed and stamped on each page, along with a forwarding letter on Agency’s Letter Head must either be posted by Registered Post/Speed Post/Courier or be deposited in the **Store Section, Room No.405, Ground Floor, National Institute of Malaria Research, Sector-8, Dwarka, New Delhi - 110077 between 9.30am to 4.00pm except lunch hours (1.00pm to 2.00pm)** on all working days **not later than 07.09.2018 upto 2.00 PM.** The Institute, may, at its discretion, extend the date of issue, submission or opening of tenders, duly informing the bidders. The bidders are to ensure that they post the tender well in advance so as to reach before the closing time & date indicated. Late tenders, for whatsoever reason, will not be considered and no further communication of any nature in this regard will be entertained by NIMR.

11. Pre bid conference

A pre-bid conference will be held with the bidders as per schedule for clarification of queries of the tender document, if any.

Director, NIMR

INSTRUCTIONS FOR BIDDERS

1. General Description

The **Repair works (Maintenance of Building and Fixtures), Carpentering, Plumbing, Operation and Maintenance of Electrical Installations, Central AC Plant, Water treatment/RO Water Plant, Fire Fighting Equipments, Horticulture etc.** as describe in the NIT pertains to the Campus of National Institute of Malaria Research (NIMR) at Sector-8 Dwarka, New Delhi-110077

2. Approach to Site:

The work is located at **National Institute of Malaria Research, Sector-8 Dwarka, New Delhi-110077**. Before tendering, the bidder shall inspect the site to fully acquaint himself about the conditions in regard to accessibility of site, nature and extent of ground, working conditions of site and locality including taking of materials, tools and plants etc., conditions of the building, plants and equipments and other installations etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertain by the NIMR in any circumstances. Once the quotation from the bidder id received it would be presumed that the bidder has visited the site and acquainted himself/ themselves about the content and nature of work.

3. Scope of work: - For details please refer page 01 and 23 of NIT (Notice Inviting Tender)

4. Man power to be deployed: -

The bidder will provide the following minimum manpower to execute the Repairs, Operations & Maintenance of the Services mentioned above apart from their full time own engineer (atleast Diploma holder) for overall supervision in general shift. This engineer shall have back up from different departments of the bidder as and when required.

ANNEXURE - I

A. Operation and maintenance of Electrical installations (external & internal), D.G. Sets, Sub-station, HT & LT and all panels, Cables etc.

Sl. No.	Category	Minimum Qualifications & Experience	Minimum Required Number	Remarks
1.	Supervisor for overall works	12 th /Graduate/ITI/ Diploma with 3 years experience of handling the O&M site(s)	01	In general shift.
2.	Electrician	10 th + ITI with 3 years experience or 10 th + 8 years experience in the same field.	03	One in each shift of 8 hours.
3.	Operator (for DG Set and Electrical Sub Stations)	10 th + ITI with 3 years experience or 10 th with 8 years experience in the same field.	03	One in each shift of 8 hours.
4.	Helper	8 th + 3 years experience in the same field.	03	One in each shift of 8 hours.

B. Operation and maintenance of Ductable package type Air conditioning (HVAC) system, Central AC plant, Hot water boiler & equipments, all AHUs and pipe lines, Window AC & Split AC units etc.

Sl. No.	Category	Minimum Qualifications & Experience	Minimum Required Number	Remarks
1.	AC Engineer	Three years Diploma in HVAC with two years experience in HVAC	01	General Shift/Part Time (Stating No. of Hours) on Daily Basis
2.	Operator	10 th with 8 years experience in the same field.	03	One in each shift of 8 hours.
3.	Helper	8 th + 3 years experience in the same field.	03	One in each shift of 8 hours.

C. Plumbing

Sl. No.	Category	Minimum Qualifications & Experience	Minimum Required Number	Remarks
1.	Plumber	8 th with ITI and 2 years experience or 8 th with 8 years experience in the same field.	01	General Shift
2.	Helper	8 th + 3 years experience in the same field.	01	General Shift

D. Operation and maintenance of R.O. plant and equipments including water softening plant and Filtration plant etc.

Sl. No.	Category	Minimum Qualifications & Experience	Minimum Required Number	Remarks
1.	Operator	10 th + 3 years experience in the same field.	01	General Shift

E. Operation and maintenance of Fire fighting system, Pumps & Plumbing works

Sl. No.	Category	Minimum Qualifications & Experience	Minimum Required Number	Remarks
1.	Operator	10 th with 5 years experience in the same field.	03	One in each shift of 8 hours.
2.	Helper	8 th + 3 years experience in the same field.	01	In general shift
3.	Electrician (For Fire fighting and HVAC system)	10 th + ITI with 3 years experience or 10 th + 8 years experience in the same field.	01	In general shift

F. Maintenance and development of Horticulture including lawns, plants, pots (plant Flower pots) inside & outside of the building and removal of weeds and wild plants from the empty land etc.

Sl. No.	Category	Minimum Qualifications & Experience	Minimum Required Number	Remarks
1.	Mali	5 Years experience in the same field.	08	General Shift

G. Civil works

Sl. No.	Category	Minimum Qualifications & Experience	Minimum Required Number	Remarks
1.	Carpenter for wood work	10 th with 3 years experience in the same field/ Skilled.	01	General Shift. As and when required basis
2.	Mason	10 th with 3 years experience in the same field/ Skilled.	01	General Shift. As and when required basis
3.	Helper	8 th + 3 years experience in the same field/ Unskilled.	02	General Shift. As and when required basis
4.	Welder	10 th with 3 years experience in the same field/ Skilled.	01	General Shift. As and when required basis
5.	Painter	10 th with 3 years experience in the same field/ Skilled.	01	General Shift. As and when required basis
6.	Carpenter for aluminium work	10 th with 3 years experience in the same field/ Skilled.	01	General Shift. As and when required basis

5. Estimated cost

The approximate value of the Annual Repair Works (Maintenance of Building and Fixtures), Plumbing, Carpentering, Operation and Maintenance of Electrical installations, Central HVAC Plant, RO Water Plant, Fire Fighting and PA & Detection Equipments, Horticulture etc. including the man power to be deployed for operations is estimated to be over and above **Rs. 140 lakh for NIMR Complex at Secror-8 Dwarka, New Delhi - 110077.**

6. Eligibility Documents:

- a. The bidders shall submit the sealed duly filled-in Tender in Two Bid System.
- b. The bidders shall submit proof for annual turnover of Rupees One Crore Fifty Lakh in a business of similar nature i.e. Repair Works (Maintenance of Building and Fixtures), Plumbing, Carpentering, Electrical, operation of HVAC, RO Plant, Fire Fighting and detection, Horticulture etc.
- c. Copy of work orders (atleast two Nos.) showing value of the contract and its satisfactory completion certificates from clients.
- d. A complete list of clients with address, phone No. , Name of work, Date and Value of Work Order etc. during preceding three years shall be submitted so that the NIMR may be at its liberty to contact these clients for any clarification.
- e. The Technical Bid must be accompanied by **Earnest Money Deposit of Rs.20,000/-** (Rupees Twenty thousand Only) **@2% of tendered value (as per CPWD norms)** in the form of an A/C payee Demand Draft/Banker's Cheque issued by any Nationalized Bank in favour of The Director, NIMR, Delhi Payable at New Delhi.
- f. **The Price Bid on the Agency's Letter Head showing the percentage (%) of service charge on the actual cost of the manpower to be deployed and cost of material for operations and the repair/maintenance work to be done shall only be kept in a sealed envelop meant for Price Bid (Envelope No. 2) duly super scribed as "Price Bid for Building Repairs, Operations and Maintenance of Services" date & time of opening on envelope.**
- g. Copies of Acknowledgement for filing of the Income tax Return for three preceding years.
- h. Copies of Acknowledgement for filing of Service Tax Return for the 3 (three) preceding years.

7. Cost of Bidding

The bidder shall bear all the costs associated with the preparations and delivery of its bid. The Institute will not be responsible or liable for these costs.

8. Tender Document

The Tender Documents consists of these sections:

- (i)NIT
- (ii)Instructions to Bidders
- (iii)Conditions of Contract
- (iv)Contract Form
- (v)Check List
- (vi)Price Bid Form
- (vii)List of Proposed Manpower Form
- (viii)Draft Agreement

9. Amendment of Tender Documents

At any time prior to the deadline for opening of the Price Bids the Institute may, for any reason, modify the tender documents by suitable amendments.

The amendments pursuant shall be notified in writing by speed post or by Fax to all the bidders who have submitted the tender documents and shall be binding on them. Bidders will be required to acknowledge the receipt of any **such amendment and shall action appropriately.**

CONDITIONS OF CONTRACT

1. The service charge payable to the maintenance agency will be the **percentage (%) rate** over the actual total cost (manpower plus material) incurred on Operation and Repair Works (Maintenance of Building and Fixtures), Renovation, Carpentry, Plumbing, Electrical, Civil, HVAC, RO Plant, Fire Fighting and detection, Horticulture etc. as mentioned in NIT under "**Scope of Work**" inclusive of the minimum manpower to be deployed for operations and maintenance work and applicable taxes, duties, cess etc. to be quoted by the Bidder.
2. The estimates for the major repair works and renovation if any, shall be submitted by the maintenance agency within the given time frame failing which a penalty of Rs.100/- (Rupees One hundred only) per day for such delay shall be imposed and recovered from their bills.
3. Any other services may be added or deleted by NIMR by giving one month's notice, and it will form a part of the Agreement.
4. All consumables & spares as required for proper operation, repair & maintenance will **have to be provided by the Bidder and shall be in-built in the total cost.**
5. The manpower for operations, repair & maintenance of various services will be part of the cost. There shall be three components only of the payments to be made to the Agency i.e. remuneration including statutory payments as per the Labour Laws, cost of the supply, installation and repair/ renovation if any, and the Service charge if any, over and above the said expenditure.
6. The penalty @ Rs. 500/- per day per work will be imposed and recovered from Agency incase either the work under supervision by the qualified Engineer is not executed in two working days, in order to avoid any emergency or preventive maintenance/ repair visits are not conducted.
7. The Agency shall provide the leave reliever in the absence of a worker to be deployed for the operation/ maintenance of services. A penalty of Rs. 500/- per person per work per day shall be imposed and recovered from the bills of the Agency over and above the deductions of the per day proportionate remuneration.
8. The maintenance agency will make the monthly bills for the services rendered in that month based on the cost of services paid (with supporting documents) plus service charge thereon. Part of the month will be treated on pro rata basis.
9. It is expected that services to be rendered by the maintenance agency would be of a very satisfactory nature and any deficiency noticed by NIMR shall be attended immediately by the agency.

- 10. NIMR may withdraw the contract by giving 60 (Sixty) days notice to the contracting agency without assigning any reason at the sole decision of NIMR.**
11. The Services will be rendered as per the sound Engineering Codes & Practices.
12. The agency shall co-ordinate with local agency for providing satisfactory services such as availability of electricity, water etc. They shall manage the visits, if any, of local statutory authorities and abide by statutes such as getting the electrical installation inspected by Electrical Inspectors, Fire Safety by Fire Dept., Delhi Jal Board, DDA etc. Govt. bodies and obtaining their certificate to be submitted to NIMR.
13. The maintenance agency will have to take over the installation from the existing agency properly and any major differences, if any, during taking over, have to be settled, if need to be with the intervention of The Director NIMR so as to render the further work satisfactorily.
- 14. All the electrical installations, plants etc. shall be got repaired from the manufacturers/ authorized agencies only.**
- 15. Clarification of Tenders: -** The NIMR may ask at its discretion, any of the bidders, any clarification of tender condition including clarification of methodology of execution of items, the rate analysis for the items and all other details as considered essential by NIMR. The above clarification or submission of all the details shall form part of the tender and shall be binding on the bidders.
- 16. Canvassing: -** The canvassing in any form in respect to this tender is strictly prohibited and will result in summarily rejection of tender of such bidders.
- 17. Right to accept any tender or reject all tenders:-** NIMR reserves the right to accept, cancel or reject any tender and to annul and reject all tenders at any time prior to award of contract without assigning any reason and without incurring any liability/obligation to the affected bidders as regards to the communication of the grounds for such action or otherwise.
- 18. Award of Contract: -** Institute will notify the successful Bidder in writing by a registered letter, Speed Post or by fax that his tender has been accepted. The letter of acceptance will constitute part of the contract.
- 19. Signing of Agreement: -** On receipt of the 'letter of Acceptance' the successful Bidder will enter into a Contract Agreement with the Institute on the date and time to be informed by the Institute. The draft of the agreement is enclosed with this tender document. An agreement as per the enclosed Draft Agreement shall be signed with the successful bidder. Bidder is requested to sign each page of Draft Agreement as a token of acceptance and put the same in **Envelope No. 1**. Successful bidder has to get the proper stamp paper of a value as per Stamp Act to get the agreement typed and signed by their authorized official and submit the same to NIMR for signing within one week from the date of letter of award of acceptance of tender.

20 The Earnest money of the Bidder may be forfeited:

- a) If the bidder withdraws his bid during the period of bid validity.
- b) If the bidder makes any modifications in terms and conditions of the tender which are not acceptable to “NIMR”.
- c) If the bidder does not respond/comply with the instructions to clarify, supplement the information or provide samples of materials, analysis of rates etc. as asked for by NIMR.
- d) If the agency does not provide laboratory test report of the material to be used, whenever required.
- e) If the contract agreement is not executed within seven (7) days from the date of the letter of acceptance of the contract or the work is not commenced within seven (7) days after the execution of the contract agreement.
- f) If the successful bidder fails to furnish the required Performance Guarantee within the specified time limit.

21 Performance Guarantee

A Performance Guarantee @ 5% of tendered value (as per CPWD norms) i.e. Rs.50,000/- (Rupees Fifty thousand only) shall be deposited within 7 (Seven) days from the date of letter of Acceptance/Award by the successful bidder in the form of A/c Payee Demand Draft/ Banker's Cheque/ Bank Guarantee from any Nationalized Bank in favour of **The Director, NIMR, Delhi, payable at New Delhi**. The Earnest Money of the successful bidder can also be converted into part payment of the Performance Security.

22 Refund of Performance Guarantee

The Performance Guarantee shall be released after **60 days** from the date of completion of all contractual obligations of the bidder including warranty obligations.

23 Defects Liability Period

Six months from the period of completion as certified by the NIMR.

24 Faulty Materials, Workmanship & Defects after Completion

- a) If it shall appear that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description or that any materials or articles provided by contractor for the execution of work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, any defects, shrinks or

other faults which may appear within the defects liability of six months from the date of completion, the contractor shall on demand in writing which shall be made within six months of the completion of the work, materials, articles, defects or other faults complained of notwithstanding that the same have been passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be. In case of any such failure, the NIMR may rectify or remove or re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and cost in all respects of the contractor. The said risks & Costs will be recovered from the pending bills/ performance security deposit which there will need to be topped up to the required amount within seven days of intimation.

- b) Provided always that nothing in this clause shall relieve the contractor from his liability to execute the works in all respects in accordance with terms & conditions of this contract, or from his liability to make good all defects.

25 Assignment or Subletting

The contract shall not be assigned or sublet without the written approval of the NIMR. And if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or comments any insolvency proceedings or make any composition with his creditors or attempt to do so or if any bribe, gratuity or gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor or any office servants or agents to any person in the employment of the NIMR in any way relating to his office or employment, or if any such Employee or person shall become in anyway directly or indirectly interested in the contract, the NIMR shall have the power to terminate the contract.

26 Indemnifying Against Damages to Persons, Property & Statutes

The Maintenance agency shall take all precautions to avoid all accidents by exhibiting necessary caution boards day and night and providing barriers etc. It shall be responsible for all damages and accidents caused due to negligence on his part.

- a) The maintenance agency shall be responsible for all injury to persons or things and for all damages whether such injury or damages arises from carelessness or accidents in any way connected therewith.
- b) The Maintenance agency shall reinstate all damages of every sort mentioned in this clause so as to deliver whole of the contracted works complete and perfect in every respect and so as to make good and otherwise satisfy all claims for damage.
- c) The Maintenance agency also indemnifies the NIMR against all claims which may be made upon the NIMR for acts during the currency of the contract by any employee or

representative of an employee of the contractor or any sub-contractors/vendors, employed/deployed by Maintenance agency, for any injury to or loss of life, of such employees, or for compensation payable under any law for the time being in force to any workmen or to any representative of any deceased or incapacitated workmen.

- d) The Maintenance agency also indemnifies the NIMR against all claims which may be made upon the Contractor/ NIMR for acts during the currency of this contract by the Central/State Govt. or local Municipal Authorities for the non-compliance of any laws, regulations, rules pertaining to Wages Act., Safety Act, in force and any amendments thereof in respect of labor and apprentices directly or indirectly employed in the work under this contract.
- e) The NIMR shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation cost, charges and/or expenses arising or accruing from or in respect of any such claims and/or damages as aforesaid from any sum or sums due or to become due to the Maintenance agency or from performance security deposit.

27 Medically Fit Staff

The bidder (Maintenance agency) will provide the medically fit work force only. A medical fitness certificate in respect of all the workers obtained from the authorized Medical Officer would be provided by the bidder at the time of deployment of the workmen.

28 Character and Antecedents

The character and antecedents of the staff to be deployed shall be got verified by the Maintenance agency from local police authority prior to their deployment and an undertaking in this regard has to be submitted to the NIMR and NIMR shall ensure that the contractor complies with the provisions.

29 Force Majeure

Neither party shall be in default caused if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, strikes, acts of terrorism, Labor unrest and government or public authority's demands or requirements.

30 Damage to Works in Consequence of Natural Cause

No payment shall be made to the Maintenance agency for any damages caused by rain, floods or any other natural cause whatsoever during the execution of work. The damage to work will be made good by the Maintenance agency at his own cost, and no claim on this account shall be entertained by the NIMR.

31 Arbitration

If any difference arises concerning this Contract Agreement, its interpretation on any account, the same shall be settled by the mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of thirty (30) days, either of the parties may make a request to the other party for submission of the dispute for decision by/ to an Arbitrator as follows:

1. In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the arbitration as per the instructions (Office Memorandums/ Circulars) issued by Govt. of India from time to time with regard to arbitration between Public Sector Enterprises.
2. Subject to any amendment that may be carried out by the Government of India from time to time, the procedure to be followed in the arbitration shall be as is contained in D.O. NO.15(9)/86-BPE(Fin) dated 29.3.1989 of Department of Public Enterprises, Ministry of Industry or any modification issued in this regard.
3. If for any reason, the clauses are not applicable, Arbitration and reconciliation Act 1990 shall be applicable.

Contract Form

Tender No. NIMR/Tender/Building Maintenance/2017-18
National Institute of Malaria Research
(Indian Council of Medical Research)
Sector – 8, Dwarka, New Delhi – 110077

From

To

The Director,
National Institute of Malaria Research,
Sector – 8, Dwarka,
New Delhi – 110077

Tender No. NIMR/Tender/Building Maintenance /2013-14 Dated _____

Subject: Submission of Tender for Annual Building Repairs, Operations and Maintenance of Services for NIMR Premises at Sector-8, Dwarka, New Delhi - 110077

Madam,

With reference to your Notice Inviting Tender mentioned above in the subject, I/We hereby offer to provide required services to National Institute of Malaria Research, Sector – 8, Dwarka, New Delhi – 110077. I/We shall execute the work truly and faithfully as set forth in the attached terms and conditions. I/We shall be responsible for all complaints as regards the quality of service and in case of any dispute; the decision of the Director, National Institute of Malaria Research shall be final and binding on me/us.

An A/C payee Demand Draft No. _____ dated _____ for Rs. 20,000/- (Rupees Twenty Thousand only) drawn on _____ in favour of The Director, National Institute of Malaria Research, Delhi payable at New Delhi is enclosed as Earnest Money as desired. I/We fully understand that in the event of my/our tender being accepted, you may adjust this Earnest Money in Performance security payable by me/us for the faithful and satisfactory execution of the contract.

My/our PAN No. _____ and Service Tax No. _____
ESIC number is ESIC _____ (proof attached) respectively and I/We shall be responsible for paying the provident funds (if applicable) and ESI of our workers on monthly basis and shall also submit proof to this effect along with this bills to comply with the Labour Laws.

I/We shall have no claim to the refund of earnest money/ performance security prescribed against this tender in the event of my/ our non compliance of the contract, provided such contract is implemented within the period of validity of my/ our tender.

I/We further understand that my/our earnest money deposit/ performance security shall stand forfeited in case of unsatisfactory services/ violation of any term /terms or if I/We withdraw tender at any stage during the period of validity.

My/our tender shall remain valid for a period of 180 days from the date of opening of the final bid against the above-mentioned notice. My/our tender along with terms and conditions with relevant columns and annexure duly filled in under my/our attestation and with each page of the tender paper including the enclosed terms and conditions signed by me/us (in the capacity of sole owner/ general special attorney attached) is submitted for your favorable consideration.

I/We have read the enclosed terms and conditions carefully and have signed the same as a token of our absolute and unconditional acceptance.

Thanking you,

Yours faithfully,

Name _____
Signature/s of bidder with stamp
& Full address

Place:

Date:

CHECK LIST

Subject: Notice Inviting Tender for Building Repair, Operation and Maintenance of various services for NIMR, Sector-8 Dwarka, New Delhi - 110077

1. Name of the Bidder/ firm
2. Profile of the Company with proof
(i.e. a Government Department or a Public Sector Undertaking of State/Central Government)
3. Present Address
4. Permanent Address
5. Proof of Registered Office in Delhi/ NCR
6. Earnest Money
7. Tender Fee
8. DD No. & Date, Name of the Bank
9. Whether each page of Tender document/ NIT and its annexure have been signed and stamped
10. Proposed date to start services
11. List of major customers may be given on a separate sheet and proof of satisfactory performance.
12. Permanent Account Number in favour of the Firm.
13. Documentary proof that the Firm is registered and its location.
14. Documentary proof that the Firm was in existence in the three preceding years.
15. Certified copies of the last three preceding year's balance sheet showing minimum annual turnover of Rs. 150 lakh each year, continuously for the preceding three years from similar services.
16. Copies of "Acknowledgment" for filing the **Income Tax returns** for the three preceding years.

17. Copies of “Acknowledgment” for filing **the service tax returns** for the three preceding years.
18. Experience Certificate of Repair Works, Operations and Maintenance of Fixtures and Fittings, Electrical work, Pumps and plumbing work, Fire Detection/Fire Fighting, Housekeeping and Horticulture etc. executed for the various Central Government/ State Governments/ PSUs/ Autonomous Organizations/ Hospitals/ Institutions/ University.
(Service contract order and satisfactory performance certificate issued by the concerned organization/ departments should be submitted, in support of experience)
19. Declaration in affidavit on a non-judicial Stamp paper of the value as prescribed in the Stamp Duty Act. Duly countersigned by Notary that the Firm concerned has not been banned or debarred by any Government/ Quasi Government Department/ PSUs/ Autonomous Organizations/ Hospitals/ Institutions/ University and all documents/ information submitted by them are genuine and correct.
20. Any other information in the opinion of the bidder.

(Signature of Bidder with the stamp of the firm)

Date:

Place:

Building Repairs, Operations and Maintenance of Services

Price/ Financial Bid

Sl. No.	Scope of Work
1	<p>I) Civil works viz. Masonry, Plastering, Concreting, Panting, Carpentering, Steel Work, Aluminum Work, Earth Work, Repairing of damaged walls, roofs, floors, seepages, false ceiling, Wooden and Aluminium Doors and Windows, Glass panes, Floor Spring Door, Stoppers, Handles, locks, Drainage and sewage system of whole campus etc.</p> <p>II) General works of Plumbing (Fixtures and flushing system of WC and urinals, Blockage removal, Seepage and Leakages repairing, Wash Basins, Geysers, Showers, Traps, Cocks fountain, water cooler etc.), maintaining Water Supply, Piping System Underground and Overhead Water Tanks, Drainage and Sewage System, Cleaning of tanks, Daily water level Maintaining in Tanks of Firefighting, Raw water, RO water, Piping and accessories etc.</p> <p>III) Tube well (2nos. Submersible Pump 80 mt. Head Discharge 3.5 LPS with all accessories, 2 nos. Electric Control Panels, Cable for Pumps, distribution Pipes and other accessories in whole campus even for irrigation purposes. Annexure-II</p> <p>IV) Water Treatment Plant/ RO water Plant of capacity 4000 litre per hour, Filtration Plant, Raw Water Pump, RO/ Drinking water pumps, Flushing water pump, Submersible pump, RO system, Butterfly and NR valves, Electrical panels, cables and Anti scalents, Water Softener with pumps and chemicals to supply water to central AC plant, piping and accessories etc. Annexure-III</p> <p>V) Fire Fighting and Detection (Electrical & Diesel driven Fire Pumps, Jockey Pump, Electrical Panel for Fire Fighting, Pressure switches, Gauges and other accessories Different Valves, Hosepipes, Hose Box, Internal Hose Box, Fire Hydrants, Smoke and Heat Detectors, Response Indicators, Hooters, PA System, Different Fire Extinguishers, Mock drill etc.), Raw water supply pumps to maintain water level to overhead tank alongwith with its electric panel and other accessories. Annexure-IV</p>

	<p>VI) Electrical Works (Electric Sub-station viz. VCB panel, Transformers, Main LT Panel, HT Panel, Synchronizing panel, 2 Nos. of 1000KVA Dry type transformers, DG set 500 KVA, 82KVA, 40KVA etc., Internal & External Electrical installations viz. wiring, ELCBs, Road lights, fixtures, Bus bars, panels etc.)</p> <p style="text-align: right;">Annexure V</p> <p>VII) HVAC Air Conditioning (AC plants, AHUs, Condenser and chilled water pumps, Electrical hot water heater, Ducting for AC, Dampers, Condenser & Chilled water pipes, Different Valves, Thermostat, Electric Strip Heater, Humidifier, FCUs, Electric AC panels), Hot rooms, Cold rooms, Window-ACs, Split-ACs etc.</p> <p style="text-align: right;">Annexure-VI</p> <p>(VIII) Horticulture (Lawn area 3212 sq. mt., Hedge 355 mt. Internal & External Plants and “FlowerPots” etc.) and empty land of the NIMR campus to be kept weeds free. Disposal of the waste materials to proper place outside the campus.</p> <p>(IX) Manpower for above scope of work including regular one given at Annexure – I (Page No.8 to 10) and also the one required for any miscellaneous work occasionally will be provided by the contractor/bidder concerned.</p> <p>(X) Material for above the above scope of work.</p> <p>(XI) Any capital, special repair and renovation work (Civil, Electrical, HVAC, Fire fighting, furnishing, Furniture and Horticulture etc.) under the same contract can be awarded on the same terms & conditions.</p>	
2	<p>(a) % of consultancy charges payable on actual cost of the manpower deployed and material used for annual maintenance work. (Excluding GST) In Figure _____</p> <p>In Words _____</p>	<p>_____</p> <p>_____</p>

Signatures of authorized person of successful bidder

Name _____

Designation _____

Seal _____

Note: GST and Labour Cess shall be reimbursed as applicable.

Annexure -II**Tube well**

Sl. No.	Item	Make	Qty. as Installed	Remarks
1	200 mm Dia PVC Casing Pipe 7 mm Thick Threaded Pipe	Oriplast	37.50 M	
2	200 mm Dia PVC Screen (ribbed) Pipe (10 mm Thick)	Oriplast	7.5 M	
3	Submersible Pump (80 M head) with all accessories Discharge - 3.5 LPS	KSB	2 Set	
4	Control Panel of Submersible Pump	L & T	2 Set	
5	Submersible Pump Cable	Finolex	200 Mtr.	
6	50mm dia. G.I. pipe	Jindal	70.10mtr.	
7	40 mm dia. Pipe	Oriplast	60mtr.	

Annexure – III

Water Treatment Plant (RO plant)

Sl. No.	Item	Make	Qty. as Installed	Remarks
1	Row Water Pump	Kirlosker	1 Set	
2	Drinking Water Pump	Kirlosker	1 Set	
3	Flushing Water Pump	Kirlosker	1 Set	
4	Submersible Pump	Gurnd Fos	8 Nos.	Basement sumps
5	R.O. System	Gurnd Fos	1 Set	
7	Butterfly Valve			
	(a) 100 mm dia	C & R	4 Nos.	
	(b) 65 mm dia	C & R	5 Nos.	
	(c) 50 mm dia	C & R	10 Nos.	
	(d) 40 mm dia	C & R	8 Nos.	
8	N.R. Valve			
	(a) 65 mm dia	C & R	2 Nos.	
	(b) 50 mm dia	C & R	12 Nos.	
10	Electrical Control Panel		1 No.	

Annexure - IV

Fire Fighting

Sl. No.	Item	Make	Qty. as Installed	Remarks
1	Electrical Driver Fire Pump (Main)	Kirloskar	1 No.	
2	Diesel Engine Driver Fire Pump	Kirloskar	1 No.	
3	Pressurisation Pump (Jockey Pump) - 15 HP	Kirloskar	2 Set	
4	Electrical Pump For Fire Fighting System	Vijay Elect.	1 No.	
5	Pressure Switch	INO FOSS	4 Nos.	
6	M.S. Cylindrical Type Air Vessel	Falyicated	1 Set	
7	4 - Way Fire Brigade Inlet	Newage	2 Sets	
8	Suction Coupling For Fire Brigade	Newage	1 Set	
9	Brass Air Release Valve	Newage	2 Sets	
10	Single Headed Hydrant Valve	Newage	17 Nos.	
11	63 mm Dia 15 m Long Hose Pipe	Newage	34 Nos.	
12	Hose Box (External)	Fabricated	5 Nos.	
13	Internal Hose Cabinet	Fabricated	10 Nos.	
14	Butterfly Valve			
	80 mm dia	C & R	13 Nos.	
	100 mm dia	C & R	1 No.	
	150 mm dia	C & R	15 Nos.	
15	200 mm dia	C & R	2 Nos.	
	Non-Return Valve			
	80 mm dia	C & R	2 Nos.	
	150 mm dia	C & R	4 Nos.	
16	Mosquito Proof Brass Grating		8 Nos.	
17	Hose Reel	Newage	12 Sets.	
18	Hand Control Nozzle	Newage	17 Sets.	
19	M.S. Class 'B' Pipe 150 mm Dia For Exhaust (D.G. Fire Pump)	Jindal	32.52 Mtr-	
20	Fire Men's Axe		10 Nos.	
21	Installation Control Valve		1 Set	
22	Pendant Type Sprinkler	Tyco	223 Nos.	
23	Side Wall Sprinkler	Tyco	8 Nos.	
24	Smoke Detector	Apollo	597	
25	Heat Detector	Apollo	4 Nos.	
26	Manual Call Box	Agni	19 Nos.	
27	Speaker-cum-Hooter	Agni	27 Nos.	
28	Response Indicator	Agni	381 Nos.	

Sl. No.	Item	Make	Qty. as Installed	Remarks
29	60 Zone Fire Alarm Control Panel	Agni	1 Set	
30	P.A. System Operator Console.	Agni/Ahuja	1 Set	
31	Talk-back Handset Receiver	Agni	17 Nos.	
32	EPABX Telephone Exchange	Agni	1 No.	
33	Flexible Conduit (PVC)		315.35 Mtr.	
34	Fire Extinguisher			
	(a) 9 Litre Water Gas Press Extinguisher	Safex	22 Nos.	
	(b) 5 Kg Dry Powder type Extinguisher	Safex	26 Nos.	
	(c) CO ₂ type Extinguisher	Safex	22 Nos.	
	(d) 45 Litre Trolley type Extinguisher	Safex	1 No.	
35	Fire Bucket	Safex	12 Nos.	
36	Steel Stainer	K	2 Nos.	
37	Beam Detector	System Sensor	2 Set	
38	CO ₂ Flooding System	E.K.C.	1 Set	

Electrical Work

Sl. No.	Item	Make	Qty. as Installed	Remarks
1	IHKV/400A, VCB Panel	Crompton	1 No.	
2	IHKV/433V,1000KVA Transformer	Voltamp	2 Nos.	
3	Main L.T. Panel	Trinitron	1 No.	
4	Lift Panel	Trinitron	1 No.	
5	500 KVA DG. Set	Cummins	2 Nos.	
6	2KVA UPS		2 Nos.	
8	Cable with termination			
	(a) 3.5c x 300 Sq. mm. AYFY	Grandley	1530 Meter	
	(b) 3.5c x 185 Sq. mm. AYFY	Grandley	63 Meter	
	(c) 3.5c x 70 Sq. mm. AYFY	Grandley	708.50 Meter	
	(d) 3.5c x 35 Sq. mm. AYFY	Grandley	983 Meter	
	(e) 4c x 25 Sq. mm. AYFY	Grandley	152 Meter	
	(f) 4c X 16 Sq. mm. AYFY	Grandley	1300.30 Meter	
	(g) 4c x 10 Sq. mm. AYFY	Grandley	567 Meter	
9	(h) 4c x 6 Sq. mm. YWY	Grandley	236 Meter	
	3c x240 Sq. mm 11KV grade HT Cable with termination	NICCO	61 Meter	
10	Copper armoured cable with termination			
	(a) 4c x 2.5 Sq. mm.	Grandley	311 Meter	
	(b) 7c x 1.5 Sq. mm.	Grandley	43 Meter	
11	Rising Main	EMC		
	(a) 400 A, Straight Length	EMC	47.60 Meter	
	(b) End Feed Unit	EMC	4 Nos	
	(c) Top of Boxes	EMC		
	(i) 3 Nos. 63/100A TPN MCCB		4 Nos.	
	(ii) 4 Nos. 63/100A TPN MCCB		9 Nos.	
12	(iii) 5 Nos. 63/100A TPN MCCB		3 Nos.	
	Cable tray (Ladder type) 1000mm.		65.50 Meter	
13	G.I. Pipe			
	(a) 100mm dia	Jindal	49.30 Meter	
	(b) 32 mm dia	Jindal	7.20 Meter	
14	(a) Bus Duct -1600A	Trinitron	32.20 Meter	
	(b) Flexible joint - 1600A	Trinitron		
15	Shock Treatment Chart		5 Nos	

Sl. No.	Item	Make	Qty. as Installed	Remarks
16	11 KV grade Rubber Mat	Dunlop	42 Meter	
17	(a) 11 KV grade Danger Board		4 Nos.	
	(b) 415 V grade Danger Board		10 Nos.	
18	Earthing Station with			
	(a) 600 x 600 x 63mm G.I electrode		16 Nos.	
	(b) 600 x 600 x3mm Copper electrode		8 Nos,	
	(c) 65mm dia G.I Pipe electrode		6 Nos.	
19	Earthing Conductor			
	(a) 40 x 3mm Copper Strip		90 Meter	
	(b) 50 x 6mm G.I. strip		115.96 Meter	
	(c) 50 x 3mm G.I. Strip		465.80 Meter	
	(d) 25 x 3mm G.I. Strip		851.10 Meter	
	(e) 8 S.W.G. Wire		6584 Meter	
20	Telephone tag Block	Krone		
	(a) 10 Pair		2 Nos.	
	(b) 20 Pair		5 Nos.	
	(c) 50 Pair		3 Nos.	
	(d) 250 Pair		1 No.	
21	Light Pole	Twinkle	43 Nos.	
22	Street Light Fixture	Twinkle	49 Nos.	
23	Flood light fixture	Philips	10 Nos.	
24	Bulkhead Light Fixture with PLS Lamp	Philips	7Nos.	
25	Bulk head Light fixture with GLS Lamp	Philips	30 Nos.	
26	Surface mounted Fl. Fix. 1 x 36 w	Philips	315 Nos.	
27	Surface mounted ceiling light	Philips	118 Nos.	
28	2 x 11w Surface mounted light fixture	Philips	74 Nos.	
29	Recess type Mirror optic 4 x 18 w	Philips	680 Nos.	
30	2 x 11w Recess type light fixture	Philips	106 Nos.	
31	1 x 36w Recess type mirror optic	Philips	38 Nos.	
32	2 x 36w Surface mounted Mirror optic	Philips	185 Nos.	
33	Mirror light (1 x 18w) for toilet	Philips	31 Nos.	
34	1200mm dia sweep ceiling Fan	Bajaj	164 Nos.	
35	400mm dia sweep wall Fan	Bajaj	142 Nos.	
36	300mm dia Exhaust fan	Crompton	10 Nos.	
37	230mm dia Exhaust Fan	Crompton	14 Nos.	
38	EXIT Signage	Alien	45 Nos.	

Sl. No.	Item	Make	Qty. as Installed	Remarks
39	Emergency Light with 11w CFL	Prolite	45 Nos.	
40	Decorative Light fixture (1 x 11w)	Philips	104 Nos.	
41	200A TPN SFU	L &T	2 Nos.	
42	Energy Meter		1 No.	
43	Aviation		3 Nos.	
44	125A, 4Pole MCCB	MDS	38 Nos.	
45	Hand Dryer	Impulse	25 Nos.	
46	Synchronizing panel	Surendra Electricals	1 No.	
47	Diesel Generator 82 KVA	Frig India	1 No.	
48	Diesel Generator 40 KVA	Frig India	1 No.	

Annexure - VI

HVAC Work

Sl. No.	Item	Make	Qty. as Installed	Remarks
1	Water Chilling Machine (AC Plant) (85 TR)	Carrier	3 Nos.	
2	AHU - 1 with Starter Panels	Zeco	1 No.	
3	AHU - 2 with Starter Panels	Zeco	1 No.	
4	AHU - 4 with Starter Panels	Zeco	1 No.	
5	AHU - 5 with Starter Panels	Zeco	1 No.	
6	AHU -6 with Starter Panels	Zeco	1 No.	
7	AHU - 7 with Starter Panels	Zeco	1 No.	
8	AHU - 9 with Starter Panels	Zeco	1 No.	
9	AHU - 10 with Starter Panels	Zeco	1 No.	
10	AHU - 11 with Starter Panels	Zeco	5 Nos.	
11	AHU - 12 with Starter Panels	Zeco	1 No.	
12	AHU - 14 with Starter Panels	Zeco	1 No.	
13	AHU- 15 with Starter Panels	Zeco	1 No.	
14	AHU- 16 with Starter Panels	Zeco	1 No.	
15	AHU - 17 with Starter Panels	Zeco	4 Nos.	
16	AHU - 18 with Starter Panels	Zeco	1 No.	
17	AHU - 21 with Starter Panels	Zeco	1 No.	
18	AHU - 22 with Starter Panels	Zeco	1 No.	
19	AHU - 24 with Starter Panels	Zeco	1 No.	
20	AHU - 25 with Starter Panels	Zeco	2 Nos.	
21	AHU - 26 with Starter Panels	Zeco	1 No.	
22	AHU - 27 with Starter Panels	Zeco	1 No.	
23	AHU - 28 with Starter Panels	Zeco	2 Nos.	
24	AHU - 29 with Starter Panels	Zeco	1 No.	
25	E-1 (Exhaust)	Zeco	1 No.	
26	Micro Filter	Thermodyne	42 Nos.	
27	Hepa Filter	Thermodyne	12 Nos.	
28	FCU - 1.5 T	Rapid Cool	6 Nos.	
29	FCU - 2 T	Rapid Cool	4 Nos.	
30	Chilled Water Pump	Kirolskar	4 Nos.	
31	Ducting for Normal A/C	Fabricated		
	(a) 0.63 mm Thick		2321.561 M ²	
	(b) 0.80 mm Thick		822.972 M ²	
	(c) 1.00 mm Thick		15.64 M ²	
	(d) 1.25 mm Thick		9.22 M ²	

Sl. No.	Item	Make	Qty. as Installed	Remarks
32	Ducting (for Clear)			
	(a) 0.63 mm Thick		123.884 M ²	
	(b) 0.80 mm Thick		523.228 M ²	
	(c) 1.00 mm Thick		122.358 M ²	
33	Grills/ Diffuser	Carry air		
	(a) Air grills with volume control damper	Carry air	11.838 M ²	
	(b) Air Grills without damper	Carry air	43.064 M ²	
	(c) Diffuser with damper	Carry air	48.464 M ²	
	(d) Diffuser without damper	Carry air	13.97 M ²	
34	Opposed Blade Heavy Duty Damper	Carry air	20.533 M ²	
35	Motorized Damper	Carry air	0.643 M ²	
36	Fire Damper	Carry air	15.112 M ²	
37	Electrical Switch	Carry air	47 Nos.	
38	Fusible Link	Carry air	4 Nos.	
39	Butterfly value with insulation	Castle		
	(a) 32mm dia	Castle	24 Nos	
	(b) 40mm dia	Castle	16 Nos	
	(c) 50mm dia	Castle	21 Nos.	
	(d) 65mm dia	Castle	4 Nos.	
	(e) 75mm dia	Castle	2 Nos.	
	(f) 100mm dia	Castle	18 Nos.	
	(g) 125mm dia	Castle	2 Nos.	
	(h) 150mm dia	Castle	4 Nos.	
40	Check valve of 100mm dia	Castle	4 Nos.	
41	Y- Strainer	Castle		
	(a) 2mm dia	Castle	11 Nos.	
	(b) 40mm dia	Castle	8Nos.	
	(c) 50mm dia	Castle	10 Nos.	
	(d) 65mm dia	Castle	2 Nos.	
	(e) 75mm dia	Castle	1 No.	
	(f) 100mm dia	Castle	4 Nos.	
42	Balancing Valve	Castle		
	(a) 32mm dia	Castle	11 Nos.	
	(b) 40mm dia	Castle	8 Nos.	
	(c) 50mm dia	Castle	10 Nos.	
	(d) 65mm dia	Castle	2 Nos.	
	(e) 75mm dia	Castle	1 No.	
	(f) 100mm dia	Castle	5 Nos.	

Sl. No.	Item	Make	Qty. Installed	Remarks
43	Electrically operated Butterfly Valve			
	(a) 75mm dia	Castle	1 No.	
	(b) 100mm dia	Castle	1 No.	
	(c) 150mm dia	Castle	1 No.	
44	Gate Valve - 15mm dia	Zolota	86 Nos.	
45	Expansion Tank		1 No.	
46	Motorised 3-way valve	Honeywell		
	(a) 32mm dia	Honeywell	11 Nos.	
	(b) 40mm dia	Honeywell	8 Nos.	
	(c) 50mm dia	Honeywell	10 Nos.	
	(d) 65mm dia	Honeywell	3 Nos.	
47	Thermostat	Honeywell	32 Nos.	
48	Electric Strip heater	Daspass		
	(a) 1 KW X 3 X 1 Bank	Daspass	2 No.	
	(b) 3 KW X 3 X 1 Bank	Daspass	1 No.	
49	Humidifier (Pan type)	Rapid Cool		
	(a) 18 KW	Rapid Cool	1 No.	
	(b) 7.5 KW	Rapid Cool	1 No.	
	(c) 24 KW	Rapid Cool	1 No.	
50	Single stage elect. Humidifier		7 Nos.	
51	Safety heating thermostat		9 Nos.	
52	Differential Pressure Transmitter	Honeywell	5 Nos.	
53	Electrical Damper Actuator		5 Nos.	
54	Differential Pressure Switch	Honeywell	4 Nos.	
55	Wall Mounted hooter	Vaishnu	3 Nos.	
56	Automatic Control for FCU	Honeywell	10 Nos.	
57	Room heating thermostat	Honeywell	2 Nos.	
58	Safety heating thermostat	Honeywell	2 Nos.	
59	Water Pressure Gauge	H.Gare	82 Nos.	
60	Thermometer	Japser	74 Nos.	
61	Water Flow Switch		3 Nos.	
62	Digital tempr & R.H. indicator	Anergy	12 Nos.	
63	Ventilation Fan			
	(a) V.F.1,7, dia-610mm, RPM-900	Crompton	6 Nos.	
	(b) VF- 2,3..... Dia 380, RPM- 140	Crompton	17 Nos.	
64	Axial Flow Fan			
	(a) VF-9	Crompton	1 No.	
	(b) VF- 10 to 26	Crompton	17 Nos.	
	(c) PF-1	Crompton	1 No.	
	(d) PF- 2,3	Crompton	2 Nos.	

Sl. No.	Item	Make	Qty. as Installed	Remarks
	(e) S.A-1	Crompton	1 No.	
	(f) SA-2	Crompton	2 Nos.	
	(g) PF-4	Crompton	1 NO.	
65	Electric Hot water Generators	Rapid Cool		
	(a) 200 KW	Rapid Cool	1 No.	
	(b) 150 KW	Rapid Cool	1 No.	
66	(a) Electrical Panel for Normal A/c Supply	EMC	1 No.	
	(b) Electrical Panel for Emergency A/C Supply	EMC	1 No.	
	© Ventilation Panel	EMC	1 No.	
67	Rising Main with tap off boxes	EMC	1 No.	
68	Central control Panel Desk	EMC	1 set	
69	Cold store equipment	Blue Star	4 Sets.	
70	Fan Heater Units	Zeco	2 Nos.	
71	Earth Conductor			
	(a) 50 x 3mm G.I. Flat		120.70 Mtr	
	(b) 253 mm G.I. Flat		239.15 Mtr	
	(c) 8 SWG wire		4366.40 Mtr	
72	Window AC 1.5 Ton & 2 Ton	Voltas	22 Nos.	
73	Split AC 1.5 Ton & 2 Ton	Voltas	30 Nos.	
74	Split AC 1.5 Ton	LG	1 No.	

DRAFT AGREEMENT

This agreement made on _____ between National Institute of Malaria Research (NIMR) (an Institute of Indian Council of Medical Research, New Delhi), Sector-8, Dwarka, New Delhi-110 077 referred to as party of the first part (**First party**) with its successors, administrators, assign under the Ministry of Health & Family Welfare, DHR, Govt. of India and (name and address of Public Sector Enterprise) and, _____ with its successors, administrators, assign under the Ministry of _____, Government of India herein after referred to as a party of the second part (**Second party**) to provide annual operation & maintenance/Repair Works (Maintenance of Building and Fixtures), Plumbing, Carpentering, Electrical, HVAC, RO Plant, Fire Fighting and detection, Horticulture etc. of **NIMR buildings and facilities at Sector-8 Dwarka, New Delhi-110077** for the party of the first part.

Now this deed witnesseth as follows :-

1. That the party of the first part has awarded the annual operation & maintenance/Repair Works (Maintenance of Building and Fixtures), Plumbing, Carpentering, Electrical, HVAC, RO Plant, Fire Fighting and detection, Horticulture etc. as per details/ terms & conditions laid down in the Tender document **w.e.f.** _____ to the party of the second part vide NIMR acceptance letter No. _____ dated _____ and _____ Council _____ letter No. _____ dated _____. The Scope of work has been detailed out in the Tender document which is a part of this Agreement.
2. The party of the first part will release the payment expeditiously after receiving the bill for satisfactorily completion of work. However, the NIMR, New Delhi shall not be liable to pay any penalty for any administrative delay whatsoever in making such payments.
3. The party of the second part will deploy all staff (**skilled and well trained in proper uniform**) for the operation of different facilities cited in the Tender document, failing which Rs. 500/- (Rupees five hundred only) per worker per shift over and above their remuneration given in the Financial Bid shall be deducted from the current month bill.
4. That the party of the second part will provide the supervision, preventative repair/maintenance visits services of **qualified Engineer for Civil, Electrical, HVAC, Fire Fighting, RO Plant and Tube wells** and qualified staff for Plumbing, Carpentering, Horticulture etc. as specified in the Scope of work in the Tender Document. In case, the preventative or regular maintenance is either not executed as per schedule or not attended by the qualified Engineers/ Staff whatever is required, the penalty @ Rs. 500/- per day per

work will be imposed and recovered from the Agency from their immediate bills. At least one responsible personnel in the supervisory capacity of **the second party shall be available round the clock including Saturdays, Sundays and holidays for dealing with any emergency.**

5. That the party of the first part will keep the supply of diesel always ready for the requirement of DG sets. The second party shall ensure that there is a sufficient quantity available of the diesel at the time of its requirement.
6. That the party of the second part will supply the material and parts and produce the challan/voucher date wise for their appropriate scrutiny and the payment shall be made on actual basis. **No payment in advance is applicable.**
7. That the cost mentioned towards the material in various estimates of the party of the second part will be allowed subject to NIMR scrutiny and the payment shall be made on actual basis.
8. That the party of the second part will be responsible and provide the efficient Operation, Repair and Maintenance work of Civil and Electrical Work, Carpentering, Plumbing, Air Conditioning (HVAC), Fire Fighting/Alarm Operation System, Horticulture, , RO Plant, Water Supply, Filtration plant, , Pumps, Rain Water Harvesting system, Underground and Overhead Water Tanks, etc. including the following:
 - (i) All services of the building viz. DG set, Air conditioning (HVAC), RO plant, Water supply pumps, External and Internal Electrical systems, Fire Fighting system, Electric sub-station, will be operated round the clock including Saturdays, Sundays and holidays as per requirement. **In case of breakdown of electric supply from BSES, party of the Second part will co-ordinate with BSES for expeditious restoration of main power.**
 - (ii) Horticulture services **for the earmarked area of the campus of the NIMR including the cleaning of weeds, leaves and wild plants from the empty land** will be provided.
 - (iii) **Second party will maintain raw and treated water supply and plumbing work i.e. any leakage from the tap or pipe line or any seepage found in the wall or floors shall be repaired at the earliest.**
 - (iv) The fire fighting/alarm system of the complex is to be operated round the clock including holidays and kept in perfect working condition. **Entire responsibility for managing any emergency is to be borne by the Second party. The Fire fighting staff deployed should be qualified/ well trained. Mock drill shall also be arranged and managed by the Agency at every three months interval.**

- (v) All the electrical, civil, Water supply, HVAC, Plumbing, Carpentering, complaints will be attended in most efficient manner, for which one complaint office will be established round the clock.
- (vi) All the pumps, RO system, Sub Station and DG set, HVAC plant, ACs etc. installed will be operated/ maintained by agency **through skilled and well trained staff** as specified under the item 'A to F' in the 'Instructions for Bidders' in the Tender document round the clock/ as per the requirement of party of the First part on all days including Saturdays, Sundays and holidays.
- (vii) Central HVAC plant will be operated **through skilled and well trained staff** as per the instructions given in the Tender document by the party of the First part.
- (viii) **Second party will carry out the necessary service of the AC plants and Boilers/ Hot Water Heater before the onset of summer season and winter seasons.**
- (ix) **Second party will carryout service of all AHUs at 7 days interval.**
- (x) **Second party will carryout the leak test everyday and all routine checking related to chiller plants, checking of nut-bolt of exhaust fans of plants, AHUs and whole HVAC system, Valve, filters, cloth between AHU and duct, belts etc. of AHUs, vibration of plants and other machines, electrical panels, motors etc.**
- (xi) **The party of the second part will ensure proper upkeep of the sub- station, all panel rooms, bus bars, shafts and DG sets and its surrounding.**
- (xii) **The party of the second part will deploy a qualified and trained Electrician and Operator (as specified in the Tender Document) round the clock including Saturdays, Sundays and holydays for D.G. set and to attend the sub-station.**
- (xiii) **The Party of the second part may carry any part or equipment out of the NIMR campus for repair, if necessary, but it will be allowed through duly authorized Gate Pass only and will make the entry on the return of the same.**
- (xiv) **The Party of the second part will take care of the complaint for any service in time which are of urgent nature and shall give the feedback for the position of attending the complaint to the party of the first part to avoid the disturbance of the related system failing which the penalty of Rs. 500/- (Rupees five hundred only) per day per work shall be recovered from the Agency.**
- (xv) **The party of the second part will inform, preferably well in advance to the party of the first part for any major repair/ renovation work of the services along with estimates so that the party of the first part may consider and give proper**

sanction to initiate the work and arrange its representative to supervise the work.

(xvi) Second party shall ensure that the doors or holes of panels, plants, transformers, DG set etc. closed properly to prevent the entry of rats, reptiles etc. so that short circuit can be avoided. Second party will borne the expenditure for repair of panels, plants, transformers etc. for any negligence.

9. That the party of the second part will take necessary fitness/ No objection certificate of Fire fighting installation and Electrical installation/sub-station, PUC certificate of DG set for the party of the first part from the concerned statutory authority as and when required. Originally all these estimates shall be provided by the First party.
10. That the party of the second part will also undertake major repairs or modification work for Civil, Electrical, HVAC etc. under the maintenance contract after proper estimates are submitted **as far as possible on DSR items basis**, and duly approved by the party of the first part. For any non-DSR item, the second party will provide the rate analysis as per CPWD norms.
11. That the party of the second part shall ensure that his workers follow the security instructions issued from time to time by the party of the first part.
12. That the party of the first part shall not be responsible for the payment of wages or any compensation which may be required to be paid to the workers (engaged by the party of the second part) consequent upon any injury/mishap. The second party shall indemnify First party from all encumbrances.
13. The Notice Inviting Tender document by the first party, offer by the second party and acceptance by the first party and further communication in this regard shall be part of this contract agreement.
14. Period of the Contract will be for one year effective from the award/ Commencement of work. The contract may be subsequently renewed for another three year- one year at a time on the same terms & conditions, on the basis of mutual consent between the two parties. **The Agreement can however, be terminated by the First party at any time during the currency of the contract after a notice of 2 months (60 days) on account of unsatisfactory performance of the Second party or otherwise.**
15. The party of the second part shall ensure proper payment of wages as per minimum wages act, EPF payment, ESI and other facilities for which labourer/workmen are entitled as per law of land. First party shall not be responsible for any claim. Second party also indemnifies First party from all such claims.

16. In case of any dispute between First party and Second party, the matter shall be referred to sole arbitrator appointed by DG, ICMR. The decision of the arbitrator shall be final and binding on both the parties.
17. Party of the second part shall deal with and meet the requirements of CVC, CAG and other Govt. agencies to their satisfaction.
18. The responsibility of providing all the services as indicated in this Agreement shall be the sole responsibility of the party of the second part.
19. The party of the First part shall provide two rooms for office/stores and intercom telephone to the party of the second part to carry out the work. This provision will be co-terminus with the expiry of the contract.
20. The party of the first part shall bear any tax imposed by central/state Government on these types of jobs.
21. The party of the first part or its representatives will handover the Building/Service/equipments/systems to the party of the second part in fully functional conditions. After completion of work, the party of the second part shall hand over the building/services/equipments/systems in fully functional condition to the party of the first part or its representative. If any of the services/equipments/systems are not in working condition at the time of handing over by the party of the first part to The party of the second part, the party of the second part shall submit the estimates to the party of the first part and shall get the work executed after approval by the party of the first part.
22. While handing over the Building/ Services/ Equipment/ System by the party of the Second part to the party of the First part or its representative, if any of these are found defective due to negligence of the party of the Second part, the same shall be made good by the party of the First part at the risk and cost of the party of the Second part.
23. If any equipment is found damaged due to the negligence of the party of the Second part, the party of the Second part shall be responsible to make it good with their own risk and cost.
24. **The party of the first part shall pay actual expenditure incurred on the services and the manpower deployed for operations plus applicable percentage of agency/ service charges as per the financial bid. The Second Party will produce the original bills/vouchers paid by them in order to get it reimbursed by the First Party.**
25. Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, strikes, acts of terrorism, Labour unrest and government or public authority's demands or requirements.

26. The bidder will provide the medically fit work force only. A medical fitness certificate in respect of all the workers obtained from the authorized Medical Officer would be provided by the bidder before deployment of the work force.
27. The character and antecedents of the staff to be deployed shall be got verified by the bidder (Second party) from local police authority prior to their deployment and an undertaking in this regard to be submitted to the NIMR (First party) and NIMR (First party) shall ensure that the bidder (Second party) complies with the provisions.

Specific conditions:

1. The party of the second part will carryout any repairing of the plant or equipment (except for minor repair) viz. HVAC plant, LT panel (Sub-station equipments viz. Transformer, HT panel, Synchronizing panel etc.), DG set etc. from the manufacturer or Authorized service provider/ agency of any plant & machinery. The representative of the manufacturer or its Authorized service provider will contact the representative of NIMR with Identity card for permission to start the job/work.
2. The party of the second part will be responsible to answer any query, audit para and RTI even though the contract may be over/ continued.
3. **Satisfactory running of repaired plants, chiller units and payment:** The repair or rewinding of the compressor of AC Chiller unit would require **three months'** warranty for satisfactory running. In case, the fault reoccurs during the warranty period, the second party shall make the same good without charging to NIMR. In case, the Contractor (Second party) does not comply with this condition, the fault will be made good by the First party from some third party and the cost of the same would be recovered from the subsequent bills/ performance security of the Contractor (Second party).
4. **Repairing work in the presence of NIMR representative:** The work for repairing of any sensitive services viz. A C Chiller units, DG sets, Electric panels, Fire fighting panels etc. should be carried out in the presence of NIMR representative. In case, the Agency carry out the work own its own then Agency is responsible and the damage to services shall be deducted from the payment of Agency and it is bound to second party.
5. **Variation in BOQ:** 10-15 % variation in BOQ (Bill of Quantity) will have to be carried out by the Second party.
6. **Service Tax:** Service tax will be leviable as applicable from time to time provided the Second party provide the Service Tax no. along with the bill concerned to the First party (NIMR).

7. **Refund of security deposit/ Performance Guarantee:** The Performance Guarantee shall be released after **60 days** from the date of completion of all the contractual obligations of the bidder including warranty period. In case the Second party fails to get the rectification done at his own risk & cost, the First party shall have the right to get the same done at the risk and cost of the Second party from the amount of monthly bill if any/ Security deposit/ Performance Guarantee etc.
8. Any defect caused to the plant and machinery or services under contract; by the negligence of the Second party, it would be made good by the Second party concerned at its own risk and cost.
9. In case of overpayment/ double payment to Second party for the work done, the payment shall be deducted by the First party from the immediate/ subsequent bill submitted by the Second party or Security deposit/ performance security whatever is applicable.
10. **Functions at NIMR:** Second party will look after the arrangement for proper electricity connection, installing of speakers, mikes etc. for the functions/ seminars in the NIMR campus or meeting halls in the guidance of representative of First party. Second party also check the electricity supply is not disturbed in the labs as well as offices due to electricity connections for official functions.
11. **Deduction of income tax:** First party (NIMR) shall deduct income tax at source from all the payments to be made to the Second party in accordance with the provisions of Income Tax Laws as applicable from time to time.
12. **Mobilization advance:** No mobilization advance will be paid to second Party.
13. No advance shall be paid by the First party to the Second party to carry out the works.
14. **Uniform:** The second party has to provide uniforms to his employees while on duty within the NIMR premises.
15. The second party shall maintain daily record for issue/ consumption of material and get it duly verified from the first party or its Engineer-in-Charge or his authorized representative or NIMR representative.
16. The second party will have to ensure availability of all required tools and plants at site for fast execution and delivery of services under this contract.

17. Qualified & Skilled technician are to be deployed by the second party as specified in **ANNEXURE-I**.
18. Second party will have to sign a formal agreement in the prescribed format a non-judicial stamp paper of appropriate value within 7 days from the date of issue of the work award letter.
19. Second party shall depute their representative to take instructions to get the work executed at site.

Additional conditions:

1. The second party shall take necessary steps to ensure that all persons employed/deployed on any work in connection with this contract have noticed that the Indian official secrets Act, 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such work under the contract.
2. **Discrepancies and adjustment of errors:-** The several documents forming the contract are to be taken as mutually explanatory of one another.

3. MATERIALS:

- i) The second party shall provide all materials/ spares required for the work and payment for the same will be made as per DSR, quoted rate or market rate. Rate analysis for the non-DSR items shall be provided as per CPWD code/ norms.
- ii) All material to be provided by the second party shall be in conformity with the specifications laid down in the contract/ CPWD/PWD/R&B and the second party shall, if requested by the first party, furnish proof to the satisfaction of first party that the materials so comply.
- iii) The second party shall at its own risk & cost and without delay supply the samples of materials to the first party proposed to be used in the works. The first party within seven days of supply of samples or within such further period as he may require intimate to the second party in writing, whether samples are approved or not. If samples are not approved the second party shall forthwith arrange to supply the samples for first party's approval fresh samples complying with the specification laid down in the contract/CPWD/PWD.
- iv) The first party shall have full powers/ rights to require removal of any or all the materials brought to site by the Second party which are not in accordance with the contract/CPWD/PWD/R&B specifications or do not conform in character or quality to samples approved by first party. In case of default on the part of the second party in removing rejected materials, the first party shall be at liberty to have them removed by other means. The First party shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the Second party refusing to

comply with, may cause procurement of the same material from other means. All costs, which may add upon such removal and or substitution, shall be borne by the Second party.

- v) Subject as hereinafter provided in condition, all charges on account of octroi terminal or sales tax and other duties on materials obtained for the works from any source (excluding materials supplied by the first party) shall be borne by the second party.
- vi) Materials required for the works, whether brought by the second party or supplied by the first party, shall be stored by the second party only at place approved by the first party. Storage and safe custody of material shall be the responsibility of the second party.
- vii) First party concerned with the contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the work either on the site or at factory or workshop or other place where such materials are assembled, fabricated, manufactured or at any places where these are lying or from which these are being obtained and the second party shall give such facilities as may be required for such inspection and examination.
- viii) All materials brought to the site shall become and remain the property of the first party and shall not be removed off the site without the prior written approval of the first party but whatever the works are finally completed and advance if any, in respect of any such material is fully recovered, the second party shall at its own risk & cost/expenses forthwith remove from the site all surplus material originally supplied by second party and upon such removal the same shall revert in and become the property of the second party. Such materials to be listed and the amount arrived with the applicable rates shall be deducted from the bill of second party.

4. Nuisance:- The second party shall not any time do cause or permit any nuisance on site or do anything which shall cause unnecessary disturbance or inconvenience to owner/ tenants or occupiers of other properties near the site and to the public generally.

5. Examination of the works: The first party or representative shall have power/ right at any time to inspect and examine any part of the works and the second party shall give such facilities as may be required for such inspection and examination.

6. The second party shall engage only the skilled, semiskilled workmen of adequate qualification and experience man power. The second party shall get approval from the first

party before appointing the man power. The first party shall examine the qualification, experience and skill of the person and then only the second party shall depute the same for repair, operation and maintenance works.

7. **Removal of workmen:-** The second party shall deploy in and about the execution of the works only such persons as are skilled and experienced in their several trades and the first party shall be at liberty to object to and require the second party to remove from the works any person employed/ deployed in or about the execution of the works who in the opinion of the first party misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the first party.
8. The Second party shall indemnify and keep indemnifying the First party against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out or in consequence of the construction, repair, operation and maintenance of the works and against all claims, demands proceedings, damages costs charges and expenses whatsoever in respect of or in relation Thereto provided always that nothing herein contained shall be deemed to render the Second party liable for or in respect of or to indemnify the First party against any compensation or damage caused by the excepted risks. First party shall not be responsible at all for any compensation whatsoever.
9. **Foreclosure of contract in full or in part due to abandonment or reduction in scope of work. :-** At any time, after acceptance of the tender, if the First party decides to abandon or reduce the scope of the works, for any reason whatever and hence not require the whole or any part of the works to be carried out, the First party shall give notice in writing to that effect to the Second party and the Second party shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage 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 works.
10. The execution of the work shall commence within 7 days from the date on which the First party (NIMR) issues Work Award Letter. The Second party, if commits defaults in commencing the execution of the work as aforesaid, the First party (NIMR) shall without prejudice to any other right or remedy is at liberty to forfeit the earnest money absolutely.
11. **Liability for damage defects or imperfections and rectification thereof:** - In case the second party or his workmen or employees injure somebody or destroy any part of the building under this contract or any other building, road, fence etc, contiguous to the premises on which the work or any part thereof, being executed or if any damage shall

happen to the work while in progress, the second party shall upon receipt of a notice in writing that befall make the same good at his own risk & cost. In case the second party fails to comply with the requirement of this condition the first party shall have the right to get the work done by other means at the risk & cost of the second party and the cost shall be recovered from the amount of security deposit or/and performance security. However, before taking such action, the first party shall give notice in writing to the second party.

- a) **Payment on account:** - Bills shall be submitted by the Second party monthly for the work done. The First party shall then arrange to have the bill verified. The payment on account for the amount admissible shall be made on the certificate of the Engineer-in-charge that the sum to which the Second party is considered entitled by way of monthly bill payment after deducting there from the amounts already paid as such the security deposit and such other amounts as may be deductible or recoverable in terms of the contract is correct.
- b) **Overpayments and underpayments:-** where any claim for the payment of a sum of money to the Second party arises out of or under this contract, the same may be deducted by the First party (NIMR) from any sum then due or which at any time thereafter may become due to the Second party under this contract and failing that under any other contract with the Second party or from any other sum due to the Second party which may be available with the Second party or from its security deposit or Second party shall pay the claim be strictly regulated to the payment released by the First party (NIMR) to Second party.
12. The estimate submitted by the Second party shall be all inclusive and shall apply to all heights, live loads and depths of the building and nothing extra shall be payable to him in this account.
13. No payment shall be made to the Second party for any damage caused by rain floods or any other natural cause whatsoever during the execution of work. The damage to the work will be made good by the contractor at his own cost and no claim on this account shall be entertained.
14. Some restrictions may be imposed by the security staff etc. on the working and / or movement of labour, materials etc. The Second party shall be bound to follow all such restrictions instruction and nothing extra shall be payable on this accounts.
15. The operation and maintenance shall be carried out by the Second party in the manner complying in all respects with the requirements of relevant bylaws of the local body under the jurisdiction of which the work is to be executed or as directed by the First party and nothing extra will be paid on this account.
- a) The Second party shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charge for which he may be liable.

16. The Second party shall take all precaution to avoid all accidents by exhibiting necessary caution boards. The second party shall be responsible for all damages and accidents caused due to negligence on his part and indemnify the First party.
17. The Second party shall be responsible for payment of wages to the workmen deployed/ employed by the Second party for various works and indemnify the First party (NIMR).
18. The Second party shall be responsible for any compensation which may require to be paid to the workmen of the Second party consequent upon any injury /mishap etc. and indemnify the First party (NIMR).
19. The Second party shall not deploy/ employ any child below the age of 18 years (as provided under article 24of the constitution).
20. The Second party shall obtain licence under the contract Labour (regulation and abolition) Act, 170 as provided under section -12 of the said Act before a starting the execution of the work.
21. The Second party shall ensure the payment of **minimum wages** to the workers employed by him as provided under the Minimum Wages Act, 1948 and rules framed there under as may be applicable to the site of work. In no case, the work will be allowed to suffer on account of payment of wages.
22. The Second party shall indemnify the First party (NIMR) against all such fines, penalties damages and claims which the Second party may have to incur on account of any breach or violation on the part of the Second party in implementing, the revisions of various labour laws and in case the Second party is made liable for payment of any co-operation or penalty or fine for damages on account of failure on the part of the Second party for the same.
23. The Second party shall ensure provision for compliance with the provision of GFR, CPWD manual and Govt. instructions/ guidelines on the subject and rules & regulations and acts pertaining to the welfare of labour and other connected with the contract.

SPECIAL CONDITIONS:

- 1 Price variation:** - Quantities given in the tender document may increase or decrease and no extra **rate** shall be paid for variation in quantities.
- 2 Taxes:** - Second party is responsible for GST and Labour Cess etc. and shall be reimbursed as applicable and depositing the same in the concerned Govt. Departments.
- 3 Increase or decrease the number of workmen:** The First party reserves the right to increase or decrease the number of workmen to be deployed for the works mentioned in tender document.
- 4** The First party reserves the right to deploy the workmen of the Second party anywhere in the campus of the NIMR as per the requirement.
- 5** Unseen items for routine maintenance of electrical installation, which could not be specified in the contract, are to be arranged by the second party for which payment will be released to second party as per CPWD code rate analysis in the monthly bill.
- 6** Second party shall be responsible to bring in the notice of the First party immediately for any abnormal functioning or faulty operation of any equipment and take timely steps to avoid breakdown / disruption/damage.
- 7** All dismantled material resulting from replacement shall be listed item wise and returned to the First party or the representative appointed by the first party and stacked as directed.
- 8** The second party shall maintain daily log book of all services/plants and get it duly verified from the First party or his authorized representative.
- 9** The Second party should provide essential operation maintenance tools to the operation & maintenance staff.
- 10** The second party has to follow Indian electricity rules as amended from time to time and second party shall be responsible for any mishap due to negligence on his part and indemnify the First party (NIMR).

- 11 In the event of break down or major maintenance work if any, extra staff required thereof and cable jointing and for handling heavy equipment shall be responsibility of second party and no extra charge shall be payable on this account.
- 12 In case of negligence on part of the Second party for operation and maintenance of electrical, HT/LT panels and its associated accessories, a pro-rata recovery shall be made from due payments of the Second party for the period and its associated accessories remain non operational,
- 13 The Second party shall make necessary arrangements for collecting condemned table, chairs and dismantled materials etc. from the NIMR premises and stack in basement or as directed by First party.
- 14 The Second party shall take care of cleaning after servicing of all the plants, equipments etc. During chemical wash, the washed liquid shall be collected in bucket etc. to avoid stains on floors, walls ceiling etc. and wash/ clean the stains, if any, immediately. The Second party will also dispose of the replaced liquid in proper manner into drains.
- 15 The Second party shall be held black listed by the First party if the second party will raise the paid bills again by changing/ manipulating the dates etc. for payment which already paid.
- 16 The Second party shall provide their assistance to housekeeping staff working at the premises of the First party (NIMR) for making access to clean the drains in different situations i.e. under or behind the furniture, in the shaft etc. by way of cutting of furniture, walls, concrete ceiling/floors/walls etc. Cost, if any, reasonably chargeable shall be paid separately under maintenance works.
- 17 No vendors of Second party shall make the correspondence or send a copy of correspondence to the First party for any issue arises between Second party and vendor. First party is not answerable for such correspondence.
- 18 While presenting monthly bill for payment of the work done, no extra thumb rule for calculation of taxes shall be added/ taken in the bill. Service tax is applicable on the agency charges only.
- 19 The Second party shall carry out the maintenance work for the **Flat in possession with NIMR (First party) at Khelgaon, New Delhi** as and when require.

In witness whereof, the parties hereto have caused this agreement to be signed in their respective names as of the day and year first above written.

For and on behalf of the Party of the first part

For and on behalf of the Party of the second part

NIMR

Authorized signatory

Authorized signatory

(Name, Designation and Stamp)
National Institute of Malaria Research ,
(Indian Council of Medical Research)
Sector-8, Dwarka New Delhi-110077

(Name, Designation & Stamp)

In the presence of witness

In the presence of witness

Signature

Signature

1. _____

1. _____

Signature

Signature

2. _____

2. _____

