



Embassy of Italy
New Delhi

CIG: 21C230A76D

NORTHERN (I) ELECTRICAL CO.
AB-16, 2nd Floor, Safdarjung Enclave
New Delhi

Sub: estimate for maintenance contract inside Italian Embassy in New Delhi

Dear Sir,

this Embassy has examined and accepted your offer dated 6th November 2017 for the maintenance contract inside the Italian Embassy in New Delhi. Your said estimate forms an integral part of this agreement.

It is understood that the estimate amount of INR 229.215.000,00 (two lac twenty-nine thousand and two hundred fifteen only) per month includes taxes, insurances and any present and future administrative charges. The total amount for this year (1st January – 31st December 2018) shall be Rs. 2.750.580,00 (twenty-seven lac, fifty thousand, five hundred and eighty rupies only).

This contract is valid for twelve months only and it will expire on December 31st 2018. Annexures n. 1/2/3/4/5 are integral parts of the contract.

The following terms and conditions will apply

- 1) the Contractor will be the sole responsible for undertaking the work mentioned in the Annexures of this contract, finishing it, fulfilling the obligations under the contract and following all security safety norms, as per the Indian laws. In the event of the Contractor not fulfilling the obligations of this contract, the Embassy of Italy at its own unquestionable judgment has the right of terminating the present contract; the scope of the work is to assure the **full maintenance** of the Diplomatic Compound, checking every day the electrical and hydraulic plants, machineries and connections, all maintenance problems also related to structure including the swimming pool. All problems should be urgently brought to the attention of the Administrative Office, so that immediate steps can be taken. By the 31st of January 2018 a full report of the compound must be submitted, so to have a clear picture of the general situation and the related issues, and to program the monthly maintenance activity. A monthly plan of maintenance services must be submitted to the Administrative Office by the 1st of every month, a report of the work done will be submitted by the 5th of subsequent month.

The maintenance contract includes:

n. 1 Supervisor	from 09.00 hrs to 17.30 hrs
n. 1 A.C. Mechanics	from 08.00 hrs to 16.30 hrs
n. 1 A.C. Mechanics	from 20.00 hrs to 08.00 hrs
n. 1 Electrician	from 11.30 hrs to 20.00 hrs
n. 1 Electrician	from 20.00 hrs to 08.00 hrs
n. 1 Plumber	from 09.00 hrs to 17.30 hrs
n. 1 Handy-man	from 08.00 hrs to 16.30 hrs

The service will be assure a 24 hours for 365 days including public holidays and wekeends

During the Sunday, Indian national holidays, other and possible holidays the staff, present at compound will be:

Morning shift

n. 1 Electrician	from 08.00 hrs to 20.00 hrs
n. 1 Handy-man	from 09.00 hrs to 17.30 hrs
Night duty	
n. 1 Electrician/AC Operator	from 20.00 hrs to 08.00 hrs

- 2) Technicians on demand such as
Generator specialist - INR 2000/per visit
A.C. specialist – INR 1500/per visit
Carpenter – INR 700/per day
Painter – INR 600/per day
Welder – INR 700/per day
Mason – 600/per day
shall be provided on-demand at 24 hour notice, at the cost above mentioned per day: from 9.00 hrs 18.30hrs.
- 3) In addition to the above, there would be a person in charge Responsible at Contractor Office (Mr. Ramesh Chandre Rastogi to manage the maintenance services at the Italian Embassy who will attend or will be available in case of emergency (alerted by the Embassy). He will provide the schedules and reports and will inspect the services.
- 4) The proactive care and preventive activity also includes the A.C. plant, generator and swimming pool plant is in charge to the Contractor except for extraordinary repair and maintenance which will be carried out by specialized Company. Any work that requires a specialist worker will be organized by the Embassy, after specific input of the Maintenance Company.
- 5) In case of emergencies on Saturday, Sunday, public holidays and generally during the night the Company shall have to contact: Carabinieri and Laura Paganin at the provided numbers.
- 6) the Contractor will be the sole responsible for any injuries or damages occurred to people or things belonging to the Embassy or a third party that may arise out of negligence in connection with the abovementioned maintenance contract;
- 7) the Contractor has to cooperate and give assistance to any other Company that is requested to work in the Compound for any job, event, maintenance etc. etc.
- 8) the Contractor shall provide medical and accident insurance for its personnel. The Contractor will be the sole responsible for death or any injuries occurred to his personnel while performing the abovementioned maintenance contract and the Embassy should not be held liable in case of those events. The safety rules shall be EU standard; in case of negligence, penalties and/or contract termination may apply;
- 9) the present contract does not result in any employment relationship between the Contractor and the Embassy or between the Contractor's employees and the Embassy. The present agreement will not be automatically renewed after the expiration of the December 31st term;
- 10) In the event of failure to perform duties or negligence in the performance of the duties assigned, deriving from the present contract the company shall be held responsible if found guilty. In case of delay for which the Contractor is responsible, a penalty fee equivalent to 1% of the amount due for every month will be applied for every day of delay; the company shall be responsible for the background verification of its staff, including penal records.
- 11) The contact persons of the maintenance company shall be Mr. R.C. Rastogi, who is the signatory of the present contract.
- 12) The immunity and privilege established by international conventions shall also apply to the Embassy of Italy in case of any dispute arising from this agreement.



- 13) Due to the Italian transparency laws pursuant to the provisions of Art. 26 of Legislative decree n.33/2013, this Embassy is required to publish any payments to a person or a company in excess of 1000 euro on its website (www.ambnewdelhi.esteri.it). Please check the box below to indicate your consent to publish the following information. Description of contract services, amount paid, payee name, payee tax ID number, pdf copy of this contract.

Yes, I hereby consent to the above disclosure:

☐

No I do not consent to the above disclosures:

☐

- 14) The monthly payment shall be released on the last working day of each month against presentation of bill some days in advance.
- 15) Both parties have the right to rescind the contract by giving one month's notice in writing with the obligation to pay the works already accomplished.
- 16) Your company is required to produce document to prove your registration with the local Authorities vis-à-vis taxation and legal matters. If the Company is required to provide materials and different products the same must be compliant with Indian safety and health norms.
- 17) DUVRI document is attached concerning the interference risks.
- 18) Your Company affirms being in possession of equipment necessary for carrying out the work assigned to you.
- 19) The Company declares that it shall be domiciled at New Delhi during the period of the contract.
- 20) If the Company requires to replace the staff normally on duty, the names of the new staff must be notified to the Embassy three days in advance without any extra charge
- 21) Any eventual modification to the present agreement shall be made only in writing, otherwise it shall be considered null and void.
- 22) Any eventual controversy shall be tried to be resolved amicably.
- 23) Every controversy that arises in connection with the present contract, will be resolved through an arbitrator. The Board of Arbitrators will be constituted of three members. Each contracting side will have the right to nominate a member, and the two members so nominated will nominate a third member who will perform the function of the President of the Board. In case of impossibility to reach an agreement the third member will be chosen by the President of the Court in Rome. The office of the Arbitration Board will be that of the Italian Embassy in New Delhi. The decision of the Board will be binding; pending the judgment, the Contractor will be responsible for fulfilling every obligations arising from this agreement;

One dated and signed copy of this contract must be returned to this Embassy, indicating full and complete acceptance of the terms outlined herein.

New Delhi,

27 DEC 2017

Enzo Angeloni
Ambassador of Italy



R.C. Rastogi
Northern (I) Electrical Co.

ANNEXURE 1

SCOPE OF WORK

REGULAR MAINTENANCE WORK FOR THE GOOD FUNCTIONING OF THE PLANTS – EQUIPMENT – MACHINERY AND STRUCTURES TO ENSURE FULL MAINTENANCE OF THE TOTAL COMPOUND

and

FOLLOWING SERVICES FOR THE COMPLETE EMBASSY COMPOUND INCLUDING CHANCERY OFFICES AMBASSADOR'S RESIDENCE, ITALIAN AND INDIAN STAFF QUARTERS AND SERVICES BLOCKS.

A. COMPLETE MAINTENANCE WORK FOR

A Air conditioning Plant i/c Chiller, Condenser Pumps, Heating Boiler, Valves Chilled and Condenser.

Office and Ambassador residence

- a) Operation of plant including Pumps, AHUs
- b) Hourly Reading All parameters, HPS, LPS, OLP, Temperatures Chilled & Condensers
- c) Make up of Condenser Water and Chilled water
- d) Checking Electrical Wires Heating Weekly.
- e) Compressor checking Heating, abnormal Sound regularly.
- f) Oil and Gas leakage checking every day
- g) Cleaning of machine thrice in a week.
- h) Maintaining log book and all machine fault history

B Air Handling Units-4 no office, 2 no Ambassador Residence

- a) Cleaning of Filters Twice in one month.
- b) Checking of Belt and tightening
- c) Checking Thrust bearing once in one month
- d) Checking balancing of blower
- e) Checking operation of all valves and controls

C Individual Fan Coil Units Office and Ambassador Residence

- a) Cleaning of Filters once in one month.
- b) Checking of Blower Balancing
- c) Checking Operation of motorized valves and Thermostat
- d) Checking operation of inlet and outlet valves and release air in the system
- e) Checking grill temperature twice in one month.

D 150 Tr. Cooling Towers-2 no,60 Tr. Cooling Tower Ambassador Residence-2 no

- a) Checking water level regularly and fill up if less
- b) Checking Motor current every day
- c) Checking water distribution twice in a day
- d) Clean cooling tower water once in a month, fill up line and release air
- f) Clean cooling tower area once in a month.
- g) Tightening electrical connection once in a month.

E Under Ground Tube Wells-2 no

- a) Operation of Tube wells as per instruction
- b) To check water discharge once in a month
- c) Check hardness of water once in a month
- d) Checking Electrical parameters every day.
- f) Maintain log book

F Water Supply Pumps

- a) To check regularly operation of pumps
- b) Checking Electrical parameters every day.
- c) Maintain log book.
- d) Cleaning pumps, water pipe line
- e) Checking operation of valves

G Water Softening Plant in Pump room

H Heating Boilers Office and Residence

- a) Operation of plant including Pumps, AHUs
- b) Hourly Reading All parameters, Temperatures Hot Water
- c) Make up of hot Water
- d) Checking Electrical Wires Heating Weekly.
- g) Cleaning of machine thrice in a week.
- h) Maintaining log book and all machine fault history

I Chilled Water ,Condenser Water

- a) Cleaning. Once in a month.

J Fire Pumps and Pipe line and Hydrands

- a) To run fire pumps once in a month and check fire hydrants
- b) Embassy has to constitute a Group of peoples including Embassy staff.

K Swimming Pool

- a) Operation of Swimming pool as per Embassy schedule
- b) To give chlorine dose to pool as per requirement.
- c) To Add HCL as per requirement
- d) To add copper sulphate as per requirement maximum 50 gms. at one time
- e) Cleaning of swimming pool

L Diesel Generator

- a) To check operation of generator and maintain log book
- b) To clean AMF panel once in a year
- c) To check all electrical connection, rectify if faulty.
- d) To check coolant and maintain at level point.
- e) To check battery, clean battery terminal if defective
- f) To maintain electrolyte level.
- g) To clean generator and body once in a week
- h) To check the stoke and provide when necessary the fuel diesel

M Electrical Panel and Switchgears

- a) To check all electrical panel and distribution panels once in a month and rectify faults if noticed.
- b) To clean all panels once in a year.
- c) To tight loose connection once in a year.
- d) To check voltage and current every day and maintain log book.
- e) To replace defective parts time to time as reported.

N Power Factor Control Panel

- a) To check power factor on panel and to keep maintained 0.95 to 0.99
- b) To replace defective parts if reported.
- c) To check capacitor banks and reported defective to be replaced

O Power Cables and Control Cables

- a) To check cables regularly for overheating.
- b) To Measure insulation resistance once in a year.
- c) To check cable terminations. Found overheated or burnt replace immediately

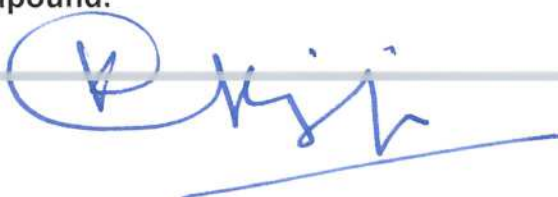
P Grounding station and grid

To check once in a year, to measure earth resistance, found high to inform embassy for action.
Watering the earth station regularly.

Q Lightening System

To check horizontal conductor and earth station, If found missing or stolen, inform embassy for immediate action.

For all above mentioned the Contractor assure to take any promptly action to guarantee the good functioning of all plant and the structures inside the Italian Compound.



ANNEXURE-2

1. SPARES & TOOLS

A. SPARES/ MATERIAL CONTROL

COMPLETE MANAGEMENT OF THE FOLLOWING:

SETTING UP OF THE ESSENTIAL & ROUTINE SPARE STORES AT THE EMBASSY AND TO BE MAINTAINED BY M/S. NORTHERN (I) ELECTRICALS CO IN ACCORDING WITH THE ADMINISTRATIVE STAFF OF ITALIAN EMBASSY.

SPARES TO BE SUPPLIED BY EMBASSY

IN CASE THE MATERIAL IS PROVIDED BY THE CONTRACTOR, THE SAME HAVE TO GUARANTEE PURSUANT TO THE LAW OR BY BETTER GUARANTEE TERMS BY MANUFACTURERS.

B. SUPPLY TO TOOLS & INSTRUMENTS

WE SHALL SUPPLY TOOLS AND INSTRUMENTS NECESSARY TO CARRY OUT THE MAINTAINANCE WORK AS PER CONTRACT. ANYHOW, SUCH TOOLS AND INSTRUMENT SHALL REMAIN THE PROPERTY OF OUR COMPANY.

IN CASE THAT A VERY SPECIAL AND COSTLY TOOL/INSTRUMENT WHICH THE COMPANY DO NOT HAVE AVAILABLE IS NEEDED TO ATTEND A PARTICULAR JOB, NOT LISTED IN THE ANNEXURE-1, THE SAME WILL BE ARRANGED BY OUR COMPANY IN RENT BASIS, WITH THE PRIOR APPROVAL OF THE EMBASSY AND ON ITS COST. FROM THIS CATEGORY ARE EXCLUDED WIDELY SPREAD AND USED TOOLS AND INSTRUMENTS AS WELDING INSTRUMENTS, SMALL AIR COMPRESSORS, PULLEY ARRANGEMENTS, SCAFFHOLDING ETC., WHICH WILL BE PROVIDED BY OUR COMPANY FREE OF COST, ANY TIME A REQUIREMENT FOR THAT KIND OF TOOLS WILL OCCUR.

ANNEXURE-3

1. PAYMENT SCHEDULE AND CONTRACT PERIOD PAYMENT SCHEDULE

A. FIXED REMUNERATION PER ANNUM FOR RENDERING ALL SERVICES AS DESCRIBED IN THE SCOPE OF WORK.

Fixed Amount RS 2.750.580 per ANNUM including G.S.T-18%

(twenty-six lac ninety thousand and four hundred only).

TOWARDS COST OF PROVIDING MAINTENANCE SERVICES PER ANNUM.

B. PAYABLE IN TWELVE EQUAL INSTALMENTS OF **RS 229.215**

(two lac, twenty-nine thousand, two hundred and fifteen rupies only) G.S.T Included

C CONTRACT PERIOD **FROM 01.01.2018 TO 31.12.2018**



ANNEXURE – IV

COMMERCIAL TERMS & CONDITIONS

Following are the requested terms & conditions for undertaking and managing the compound maintenance work in accordance with the scope of work described in the offer:

1. WE SHALL UNDERTAKE THE COMPLETE MAINTENANCE ACTIVITY. AS DESCRIBED IN THE SCOPE OF WORK, IN THE CONDITIONS AS EXISTING. FOLLOWING POINTS MAY HOWEVER, BE SPECIFICALLY NOTED:
 - (A) WE SHALL GIVE AS ON STATUS REPORT OF ALL TECHNICAL EQUIPMENTS INSTALLED IN THE EMBASSY COMPLEX BY 31st of January
 - (B) WE SHALL ALSO GIVE LIST OF SPARE PARTS REQUIRED BY 31st of January
 - (C) WE SHALL ALSO GIVE ESTIMATES FOR THE EXTRAORDINARY JOB TO BE CARRIED OUT DURING THE YEAR 2018
2. OUR EFFORT, DURING THE CONTRACT PERIOD, SHALL ALWAYS BE TO CARRY OUT MAXIMUM PREVENTIVE MAINTENANCE WORK TO MINIMIZE THE POSSIBILITY OF BREAKDOWNS AND TO UNDERTAKE FAST REPAIR WORK WHEN BREAKDOWNS OCCURS, AND ALSO TO PREVENT, AS FAR AS POSSIBLE THE DETERIORATION OF THE EXISTING PLANT & EQUIPMENT AND OF THE FUNCTIONALITY AND THE GOOD LOOK OF THE ENTIRE COMPOUND BY TIMELY ACTIONS AND WITH CONSTANT PREVENTIVE CARE.
3. YOU WILL PROVIDE US WORKING SPACE IN THE EMBASSY COMPOUND FOR SMOOTH FUNCTIONING OF OUR TEAM OF TECHNICIANS.
4. ALL MAINTENANCE PERSONNEL/ STAFF SHALL WORK SUBJECT TO THE
 - ADMINISTRATION & SECURITY REGULATIONS OF THE EMBASSY AND NECESSARY IDENTITY CARDS/ ENTRY PERMITS SHALL BE DIRECTLY ISSUED BY YOU FOR EACH PERSON. A GENERAL LIST OF FULL TIME MANPOWER IS AS GIVEN BELOW:
DAY / WORKING / SHIFT As per program included
IN CASE OF ANY DAY, A MEMBER OF THE STAFF AS PER LIST GIVEN, IS NOT ATTENDING TO HIS SHIFT THE CONTRACTOR WILL PROVIDE AN EQUIVALENT SUBSTITUTE FROM OUTSIDE, IN ORDER THAT THE REQUIREMENT FOR AN INTERVENTION IN ANY SECTOR OF MAINTENANCE HAS NOT TO SUFFER UNNECESSARY DELAY.
 - YOUR SECURITY STAFF PROVIDE THE FOLLOWING ASSISTENCE TO US DURING THE CONTRACT PERIOD
 - NO MEMBERS OF THE MAINTENANCE CREW MUST BE ALLOWED TO GO OUT WITHOUT PROPER AUTHORISATION.
 - IN THE EVENT OF ANY EMERGENCY, WHATSOEVER, THE EMBASSY / SECURITY STAFF MUST OFFER FULL ASSISTANCE WITHIN ITS RULES & REGULATIONS.
 - WE AGREE THAT THE MEMBERS OF THE MAINTENANCE CREW WILL NOT CARRY OUT THE EMBASSY COMPOUND ANY INSTRUMENT, SPARE PARTS OR ANY OTHER SUBJECT (EXCLUDING PERSONEL BELONGINGS) WITHOUT A PROPER WRITTEN PERMISSION OF AN ADMINISTRATIVE OFFICER



ANNEXURE – V

OTHER TERMS AND CONDITIONS

ADDITIONS AND ALTERATIONS:

ALL ADDITIONS OR ALTERATIONS JOBS FROM THE DATE OF TAKING OVER ONWARDS REQUIRED FOR IMPROVEMENT OR INSTRUCTED BY THE EMBASSY FROM TIME TO TIME SHALL BE DONE ON RATES MUTUALLY AGREED UPON.

DELAY IN EXECUTION OF WORK:

AGAINST DELAY OF WORK, THE EMBASSY CAN IMPOSE PENALTY ON US AT 1% OF THE MONTH COST FOR EVERY SEVEN DAYS OF THE DELAY SUBJECT TO THE MAXIMUM OF 10%.

RESPONSIBILITY FOR ACCIDENT:

WE WILL PROVIDE FULL INSURANCE COVER TO ALL OUR EMPLOYEES WORKING IN THE COMPOUND AND THAT THE EMBASSY WILL NOT BE LIABLE FOR ANY PAYMENT TOWARDS ACCIDENT

EXCLUSION OF JOB

A. AIR CONDITIONING PLANT

1) Compressor Break Down

B. GENERATOR BREAK DOWN

C. EQUIPMENT BREAK DOWN DUE TO AGING FACTOR

D. MAJOR WATER PIPE & A/C PIPE BREAK DOWN AND RE-INSULATION

